



**OFFICE OF STATE PROCUREMENT (OSP)
DEPARTMENT OF GENERAL SERVICES
COMMODITY**

INVITATION FOR BIDS (IFB)

BID NUMBER: DGSR2600012 / BPM026644

Issue Date: January 5, 2021

**STATEWIDE
PATROL JACKETS AND PANTS, RAINCOATS AND RAIN SUITS**

NOTICE

A Prospective Bidder that has received this document from the **Office of State Procurement** website or procurement.maryland.gov, or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this IFB, should immediately contact the Procurement Officer and provide the Prospective Bidder's name and mailing address so that addenda to the IFB or other communications can be sent to the Prospective Bidder.

**MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED
TO RESPOND TO THIS SOLICITATION**

STATE OF MARYLAND
Office of State Procurement

IFB KEY INFORMATION SUMMARY SHEET

Invitation for Bids: Patrol Jackets and Pants, Raincoats and Rain Suites

Solicitation Number: DGSR2600012 / BPM026644

Solicitation Type: Indefinite Delivery Indefinite Quantity

IFB Issue Date: January 5, 2021

IFB Issuing Office: Department of General Services

Procurement Officer: Matthew Smith
Department of General Services
301 W. Preston St., M-4
Baltimore, MD 21206
Phone: 410-767-3039
e-mail: Matthew.Smith2@maryland.gov

Pre-Bid Conference: Not Applicable

Pre-Bid Attendance RSVP due by: Not Applicable

Cut-off Date for Q & A: All questions or issues pertaining to this solicitation must be submitted to the Procurement Officer via email no later than January 17, 2022.

Closing Date and Time: February 4, 2022, 2:00 pm Local Time

Term of Contract: March 1, 2022 through February 28, 2025

Options Yes, Two (2) One (1) Year Options

MBE Subcontracting Goal: Not Applicable

MBE Split Goals: Not Applicable

VSBE Subcontracting Goal: Not Applicable

Small Business Preference: Yes

Bids are to be submitted online only at eMarylandMarketplace Advantage: procurement.maryland.gov.

CONTENTS OF THIS SOLICITATION PACKAGE

| | |
|------------------|----------------------|
| Section A | General Information |
| Section B | Terms and Conditions |
| Section C | Specifications |

| | |
|---------------------|---|
| Attachment C | Bid/Proposal Affidavit |
| Attachment D | Minority Business Enterprise Utilization Procedures |
| Attachment H | Conflict of Interest Affidavit and Disclosure |
| Attachment K | Mercury Affidavit |
| Attachment N | Contract Affidavit |
| Attachment P | Small Business Reserve (if applicable) |
| Attachment S | Company Profile |
| Attachment V | Pre-Bid Conference Response Form |
| Attachment Q | No Bid Notice |

SECTION A

GENERAL INFORMATION PATROL JACKETS AND PANTS, RAINCOATS AND RAIN SUITS DGSR2600012 /BP026644

A. OBJECTIVE:

The purpose of this Indefinite Delivery Indefinite Quantity contract is to obtain a source of supply for Patrol Jackets and Pants, Raincoats and Rain Suits at a firm fixed price for the term as shown herein. It is the intent of the State to award multiple contracts to the lowest responsive and responsible Bidder(s).

Successful Vendor(s) shall be responsible for ensuring that the Patrol Jackets and Pants, Raincoats and Rain Suits supplied are in accordance with the Section C-Detailed Specification. The State reserves the right to inspect each load prior to acceptance by the State, for compliance with the specifications herein. Inspection may be made by an authorized representative of the State at the source of supply, point of delivery, or both.

B. BASIS OF AWARD:

1. The award for this solicitation will be made BY LOT to the responsive and responsible Vendor with the lowest price, as determined by the Procurement Officer to be in the best interests of the State of Maryland.
 - a) BY LOT is defined as all items or none. The bidder must bid ALL line items.
2. Vendor shall submit a bid price based on product description (specification) and unit of measure specified on each line. **For example:**

Unit of Measure (U/M) – Each

Specification – Jacket with CrossTech for Commissioned Officers

C. METHOD OF BIDDING:

All bids, affidavits, and/or responses to attachments shall be submitted electronically through eMaryland Marketplace Advantage (eMMA) with the bid response. Bids submitted through the mail, faxed, hand delivered, etc. will not be accepted or considered.

Bids for this solicitation are being accepted solely online through eMaryland Marketplace Advantage (eMMA). Bidders must bid all line items. Partial or incomplete bids will be rejected unless otherwise stated in the solicitation. Bidders shall elaborate on items in Specifications only when requested. Bidders should not provide any comments in the comments box for each line item. If comments are provided the bid may be determined to be non-responsive. Bidders should not provide unsolicited discounted pricing unless instructed to do so in the Specifications.

Multiple or alternate bids will not be acceptable unless otherwise stated in the State solicitation documents.

D. TERM OF CONTRACT:

- 1) **Refer to the IFB KEY INFORMATION SUMMARY SHEET (page 2) for the complete term of the contract.** Any renewals solicited with this contract, or any part of the contract may be renewed by the mutual agreement between **the Office of State Procurement** and the Contractor.
- 2) Contracts will remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate any contract without showing cause upon thirty (30) days written notice.
- 3) Any item listed herein not delivered in a timely manner or does not conform to the requirements of the contract, may be purchased on the open market by the using agency. The Contractor will be charged for any product cost incurred by the State that is in excess of the contracted price.

E. PRICE ESCALATION:

Not Applicable

F. EXCEPTIONS / TERMS AND CONDITIONS:

The published specifications are meant to describe goods and services suitable for the intended application and are not meant to be restrictive in any way. All specifications determined by the bidder to be restrictive should be addressed in writing via email to the Procurement Officer by the Q&A cut-off date indicated on the IFB KEY INFORMATION SUMMARY SHEET (page 2).

By submitting a Bid in response to this IFB, the Bidder, if selected for award, shall be deemed to have accepted the Terms and Conditions, attached herein as **Section B**, of this IFB. Any exceptions to the Terms and Conditions should be raised **prior to** Bid submission. If applicable, the Bidder must present its company's Supplemental Terms and Conditions for the State's review **prior** to the Q&A cut-off date.

Changes to the solicitation or the Terms and Conditions made by the Bidder may result in Bid rejection. After Bid Opening, any exceptions to the bid specifications may not be accepted or considered.

G. UNIT PRICES:

Should the Contractor be required to perform work over and above that required by the Contract documents, or should the Contractor be ordered to omit work required by the Contract documents, an equitable adjustment will be made to the Contract price. In determining the amount of any such extra to the Contractor, which is governed by unit prices, the amount of the extra will be the unit price bid by the Contractor or a reasonable price, whichever is less. In determining the amount of any such credit due the State, which is governed by unit prices, the amount of the credit will be the unit price bid by the Contractor or a reasonable price, whichever is greater. Unit prices quoted will be the same for extra work and for credit work and shall be the sum total compensation payable or creditable for such items of work, including all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc. The Procurement Officer will issue one or more Contract modifications to authorize any such additions or deletions of work.

H. REQUIRED DOCUMENTATION AND INFORMATION:

All forms, instructions, terms and conditions are available online. It is recommended that Vendors download all online forms and attachments for future reference.

The following documentation and requested information shall be provided in the format specified by bid due date and time unless stated otherwise below. Failure to provide the requested documentation or information may cause your bid to be deemed not responsive and rejected from consideration. Note: It is the Vendor's responsibility to ensure all requested documentation is attached to its bid.

1. **MANDATORY AFFIDAVITS** - All affidavits are to be completed and provided as an attachment to your bid on eMMA. The Bid/Proposal Affidavit and the MBE D-1A Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (if applicable) must be properly completed and submitted with the Bidder's Bid or the Bid shall be deemed non-responsive and rejected. If you have difficulty attaching the affidavits to your bid response, for assistance with this process, please go to emma.helpdesk@maryland.gov. Failure to provide all affidavits may cause your bid to be deemed not responsive and rejected from consideration.

Note: For the purpose of the bid/proposal and contract affidavits, domestic/foreign refers to whether your firm is an in-state or out-of-state corporation. If your firm is not located in the State of Maryland, please designate it as 'foreign' and provide the name of your resident agent (Maryland address), if applicable.

2. **REFERENCES** - Prior to submitting a bid for the commodity in the specifications, the firm must have a minimum of three (3) consecutive years of its entity being formed and in business and have no less than three (3) years' experience in providing products that are equal to or comparable to the scope and magnitude required by the specifications.

In order to expedite the award process, it is very important for you to include the references as detailed. With each reference, list details of volume of sales for each location, a contact person, current working telephone number, e-mail address, time period of contract and dollar amount of contract. **References are to be submitted as an**

attachment with your bid on eMaryland Marketplace Advantage (eMMA). The Vendor shall supply this information by filling out and returning **Attachment S - Vendor Company Profile** with their bid response.

Failure to promptly provide information that leads to a determination of responsibility is grounds for rejection of the bid.

3. **MBE INFORMATION** - The goal of the State of Maryland's Minority Business Enterprise (MBE) Program is to attempt to provide a fair share of procurement contracts to Certified Minority Business Enterprises.

The **Office of State Procurement** adheres to the State of Maryland Minority Business Enterprise (MBE) policies. Minority Business Enterprise (MBE) vendors are encouraged to respond to this solicitation as the Prime Contractor and Minority Business Enterprise (MBE) vendors shall be represented in the subcontract with a participation goal in the total bid price of this solicitation. See MBE participation for this bid on the **IFB KEY INFORMATION SUMMARY SHEET (page 2)**. Additional information regarding the State of Maryland MBE and Small Business Reserve (SBR) programs can be found on eMaryland Marketplace Advantage: <https://procurement.maryland.gov/>.

4. **SMALL BUSINESS PREFERENCE**

This solicitation is designated as a Small Business Preference (SBP) Procurement.

5. **QUESTIONS AND INQUIRES:**

All questions or issues pertaining to this solicitation must be submitted via email to the Procurement Officer. **Questions will not be accepted by telephone or fax. See the IFB KEY INFORMATION SUMMARY SHEET (page 2) for the Cut-Off Date for submitting questions.** Only information communicated by the Procurement Officer, or their authorized representative will be the official position of the State on an issue.

All questions should be submitted in a timely manner. When questions are not received in a timely manner, the Procurement Officer will, based on the availability of time to research and communicate an answer, decide whether they can answer an untimely question before the bid due date.

Prices quoted shall be valid for ninety (90) days after bid opening.

This solicitation is in accordance with Code of Maryland Regulations (COMAR) 21.11.05.03B. One or more Preference Providers may respond to this solicitation. Any subsequent contract may be awarded to a preference provider if: (1) its bid price is deemed a fair market price by the **Office of State Procurement**, and (2) it accepts the terms and conditions contained in this solicitation. A fair market price is defined, for this solicitation, as the average total price of all responsive bids from responsible Vendors, excluding those bids received from certified sheltered workshops.

6. **RECIPROCAL PREFERENCE:**

A Preference will be given to the responsive and responsible bid from a Maryland firm over that of a nonresident firm if the State in which the nonresident firm is located gives a resident business preference. Where such a business preference is provided, the preference shall be the same as that provided by the State in which the nonresident firm is located. A **non-resident Vendor** submitting a bid/proposal for a State project shall be provided an attachment to the bid/proposal a copy of the current statute, resolution, policy procedure or executive order of the resident State of the nonresident Vendor that pertains to that State's treatment of nonresident Vendors.

7. **BILLING:**

Contractor shall include the following information on all invoices:

- 1) Name of company,
- 2) Address to include the 9-digit zip code,
- 3) FEIN number,
- 4) The name of the contact person,
 - Include the phone number (including toll free) for placing orders

Failure to do so may result in delay of payment.

8. **PRE-BID CONFERENCE:**

Not Applicable

9. **KICK OFF MEETING:**

Not Applicable

10. **NO BID NOTICE:**

The **Office of State Procurement** is committed to providing solicitations that are readily and easily responded to. If you choose not to respond to this solicitation, please fill out this form, **Attachment Q**, and email it to the Procurement Officer **indicated on the IFB Key Information Summary Sheet (page 2)**. We will review your responses and suggestions and try to incorporate them in our procedures.

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SECTION B

TERMS AND CONDITIONS STATEWIDE PATROL JACKETS AND PANTS, RAINCOATS AND RAIN SUITS DGSR2600012 /BPM026644

1. INCORPORATION BY REFERENCE:

All terms and conditions of the solicitation and amendments thereto are made a part of this Contract.

2. TAX EXEMPTION:

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. Exemption certificates shall be completed upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

3. SPECIFICATIONS:

All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in this solicitation.

4. DELIVERY AND ACCEPTANCE:

Delivery shall be made in accordance with the solicitation specifications. The State, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The State unilaterally may order in writing the suspension, delay or interruption of performance hereunder. The State reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to or on the date specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. The State reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

5. NON-HIRING OF EMPLOYEES:

No official or employee of the State, as defined under State Government Article, §15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this contract shall, during the pendency or term of this contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

6. NON-DISCRIMINATION IN EMPLOYMENT:

The Contractor agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment and to post and to cause subcontractors to post conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

7. FINANCIAL DISCLOSURE:

The Contractor shall comply with State Finance and Procurement Article §13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$200,000 or more, during a calendar year shall, within 30 days of the time when the \$200,000 reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

8. POLITICAL CONTRIBUTION DISCLOSURE:

The Contractor shall comply with Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters into, during any 12 month period, one or more contracts, or other agreements with the State, a county, or an incorporated municipality, or their agencies, involving a cumulative consideration of at least \$200,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions to a candidate, or a series of such contributions, in a cumulative amount in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a sale, purchase or execution of a contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding 24 months; and (2) if the contribution is made after sale, purchase or the execution of a contract, then twice a year, throughout the contract term: (a) within 5 days after the end of the 6-month period ending January 31; and (b) within 5 days after the end of the 6-month period ending July 31.

9. ANTIBRIBERY:

The Contractor warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

10. REGISTRATION:

Pursuant to §7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston St., Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation. The website for the State Department of Assessments and Taxation is <http://www.dat.state.md.us>, e-mail address is charterhelp@dat.state.md.us, and phone numbers for the State Department of Assessments and Taxation are: (410) 767-1340 or (888) 246-5941.

11. CONTINGENT FEES:

The Contractor warrants that it has not employed or retained any person, partnership, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

12. EPA COMPLIANCE:

Materials, supplies, equipment, or other services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

13. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA):

All materials, supplies, equipment or services supplied as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards.

14. TERMINATION FOR CONVENIENCE:

Upon written notice to the Contractor, the State may terminate this Contract, in whole or in part whenever the State shall determine that such termination is in the best interest of the State. The State shall pay all reasonable costs incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor may not be reimbursed for anticipatory profits. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

15. TERMINATION FOR CAUSE (DEFAULT):

When the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the State. Failure on the part of a Contractor to fulfill contractual obligations shall be considered just

cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

16. DISPUTES; NO ELECTRONIC PROTESTS, NOTICES OF CLAIM, OR CLAIMS:

This Contract shall be subject to the provisions of Title 15, Subtitle 2 of the State Finance and Procurement Article of the Annotated Code of Maryland and COMAR.21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

In accordance with COMAR 21.10.02.02 the Department will **not** accept protests, notices of claim, or claims by any electronic means (including by facsimile or email).

17. MULTI-YEAR CONTRACTS:

If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this contract shall terminate automatically as of the beginning or the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

18. INTELLECTUAL PROPERTY:

Contractor agrees to indemnify and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.

19. MARYLAND LAW PREVAILS:

The provisions of this contract shall be governed by the laws of Maryland.

20. CONTRACTOR'S INVOICES:

Contractor agrees to include on the face of all invoices billed to the State, its Taxpayer Identification Number, which is the Social Security Number for individuals and sole proprietors and Federal Employer Identification Number for all other types of organizations.

21. PAYMENT OF STATE OBLIGATIONS:

Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

Electronic Funds Transfer: This provision on Electronic Funds Transfer applies to contracts of over \$200,000 for which payments are made through the State Comptroller. Electronic funds transfer will be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption. By submitting a response to this solicitation, the Bidder or Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. After award of a contract, the selected Bidder or offeror shall register with the Comptroller of Maryland using the forms required by the Comptroller. For further information go to:

http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf.

Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

22. PRE-EXISTING REGULATIONS:

The regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract.

23. INDEMNIFICATION:

The State shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operations of this agreement. (COMAR 21.07.03.23)

24. CONFLICTING TERMS:

Any proposal for terms in addition to or different from those set forth in this purchase order or any attempt by the Contractor to vary any of the terms of this offer by Contractor's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Contractor without the additional or different terms. If this purchase order is an acceptance of a prior offer by the Contractor, the acceptance is expressly conditioned upon Contractor's assent to any additional terms contained herein. The Contractor understands and agrees that the terms and conditions of this purchase order may not be waived.

25. DRUG AND ALCOHOL FREE WORKPLACE:

The Contractor warrants that the Contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the Contractor shall remain in compliance throughout the term of this purchase order.

26. CHANGES - WORK ORDERS:

Changes: The Procurement Officer unilaterally may, at any time, without notice to the sureties, if any, by written order designated or indicated to be an order, make any change in the work within the general scope of the contract, including but not limited to changes:

- In the specifications (including drawings and designs);
- In the method or manner of performance of the work;
- In the State-furnished facilities, equipment, materials, services, or site; or
- Directing acceleration in performance or delivery.

Any other written order or an oral order, including a direction, instruction, interpretation, or determination from the Procurement Officer that causes or constitutes any such change shall be treated as a change order under this clause provided that the Contractor gives the Procurement Officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.

Except as herein provided, no order, statement, or conduct of the Procurement Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

Subject to paragraph (6) of this subsection, if any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under the contract, whether or not changed by an order, an equitable adjustment shall be made and the contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any order under (2) above shall be allowed for any costs incurred more than twenty (20) days before the Contractor gives written notice as therein required; and provided further, that in the case of defective specifications for which the State is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.

If the Contractor intends to assert a claim for an equitable adjustment under this section, he shall do so in accordance with and subject to the disputes procedures of the contract.

Each contract modification or change order that affects contract price shall be subject to the prior written approval of the Procurement Officer and other appropriate authorities and to prior certification of the appropriate fiscal authority of fund availability and the effect of the modification or change order on the contract budget or total cost. If, according to the certification of the fiscal authority, the contract modification or change order will cause an increase in cost that will exceed budgeted and available funds, the modification or change order may not be made unless sufficient

additional funds are made available or the scope of the contract is adjusted to permit its completion within the project budget.

No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment is made under this contract.

As used in this section, “work” means any and all commodities, goods, materials, labor, services, manner or time of delivery or performance, or other elements of performance required to be furnished or supplied by the Contractor under this contract.

Miscellaneous: In the event of a dispute between the Department and the Contractor as to whether any work is included in the scope of the contract such that the Contractor would be obligated to provide that work at no additional cost to the State, the Procurement Officer may order the Contractor under this section to perform the work (a “Work Order”). If the Contractor considers such an order to be a change in the scope of the contract entitling the Contractor to additional compensation, a time extension, or other relief, the Contractor must provide the notice required by this section and initiate a claim therefore in accordance with contract requirements. An order of the Procurement Officer, by virtue of being called or referred to as a “change order,” does not necessarily constitute a change in the scope of the contract or in the work required under the contract. The Contractor shall not be entitled to additional compensation, a time extension, or other relief for complying with an order of the Procurement Officer if the contract otherwise requires the Contractor to perform as stated in the order.

Upon receipt of a signed written order of the Procurement Officer under this section, the Contractor shall comply with the order promptly, within the requirements of the required completion or delivery time, whether or not the Contractor signs or accepts the change order. Failure to comply with the order in a timely manner shall constitute a breach of the contract and grounds for termination for default or any other remedy available to the State.

The State may issue a unilateral order on the State’s terms (including a promise to pay the Contractor a “not to exceed” (“NTE”) amount) which the Contractor may then dispute in accordance with the disputes procedures of the contract. Pending resolution of such a dispute, Contractor must proceed diligently with performance of the contract as ordered by the Procurement Officer.

The terms “not to exceed” and “NTE” when used in a change order mean that the amount of the change order (whether an increase or a decrease in the contract amount) will be a reasonable amount not to exceed the amount stated.

27. RETENTION OF RECORDS:

The Contractor shall retain and maintain all records and documents relating to this contract for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times.

28. COMPLIANCE WITH LAWS:

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

29. COST AND PRICE CERTIFICATION:

The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

- A. A negotiated contract, if the total contract price is expected to exceed \$100,000, or smaller amount set by the procurement officer; or
- B. A change order or contract modification, expected to exceed \$100,000, or smaller amount set by the procurement officer.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information, which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

30. BID / PROPOSAL AFFIDAVIT:

Each Bidder or offeror shall execute and attach to the bid or proposal the affidavit included with this solicitation.

31. CONTRACT AFFIDAVIT:

The successful Bidder or Offeror shall execute and deliver to the Procurement Officer prior to the award of the contract the Contract Affidavit included with this solicitation. (The Affidavit also can be found at COMAR 21.07.01.25).

32. PUBLIC INFORMATION ACT NOTICE:

Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Title 4 of the General Provisions Article, Annotated Code of Maryland.

33. MINORITY BUSINESS ENTERPRISE NOTICE:

Minority Business Enterprises are encouraged to respond to this solicitation.

34. ARREARAGES:

By submitting a response to this solicitation, a vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

35. MULTIPLE OR ALTERNATE BIDS:

Unless multiple or alternate bids are requested in the solicitation, multiple or alternate bids may not be accepted. If the solicitation does not request multiple or alternate bids, if received they will be treated in accordance with COMAR 21.05.02.21.

36. BPO/PO AS CONTRACT:

This provision applies to all procurement contracts procured by the **Office of State Procurement** except contracts for the procurement of architectural and engineering services for a price of greater than \$200,000.

As used in this provision, a bid refers to a bid submitted under competitive sealed bidding and to an offer submitted under competitive sealed proposals.

As used in this provision, a Bidder refers to a Bidder under competitive sealed bidding and to an offeror under competitive sealed proposals.

As used in this provision, a solicitation means an Invitation for Bids, a request for proposals, or any other document requesting bids or proposals for procurement by the Department.

The Bidder's execution and submission of a responsive bid constitutes a promise by the Bidder to perform the contract solicited by the Department in accordance with the terms and conditions stated in the solicitation. The bid shall be irrevocable for the period stated in the solicitation or for such longer period as the Bidder and the Department may agree.

Upon acceptance of a bid, the Procurement Officer may issue a Blanket Purchase Order (BPO), in a form to be determined by the Department, to the Bidder accepting the bid and binding the Bidder to a contract. The execution

and issuance of a BPO by the Procurement Officer, subject to all necessary approvals, shall constitute acceptance of the bid and final award of the contract. The contract of the parties will be embodied in the contract documents, which shall consist of the executed BPO of the Procurement Officer, including all documents, terms, and conditions incorporated into those documents by the terms of the solicitation, the BPO, the bid, or by operation of law, and the executed bid of the Bidder. If the Procurement Officer issues a BPO, at the option of the Procurement Officer it will not be necessary for the Bidder to execute the BPO or any other form of contract or agreement. The Procurement Officer may require that the parties both execute a single document as the embodiment of the contract between the parties.

In the event of a conflict between provisions of the contract documents, the controlling provisions shall be, in the following order, those of:

- The BPO; then
- The Solicitation; and then
- The Bid.

37. RETURNED GOODS:

Contractor(s) shall be entitled to recover reasonable compensation for any and all goods shipped in accordance with authorized agency orders, meeting all contract requirements, and returned by the agency for reasons other than the Contractor's failure to meet contract requirements. Compensation shall be limited to actual unreimbursed costs incurred by the Contractor including, but not limited to, restocking charges, shipping charges, plus reasonable profit. Contractor must provide written proof of claimed compensation. A return of goods covered by this section shall be deemed a partial termination for convenience as to the returned goods, and other contract provisions and principles applicable to a partial termination for convenience shall apply.

38. PURCHASES BY OTHER ENTITIES – INDEFINITE QUANTITY CONTRACTS:

This provision applies to indefinite quantity contracts.

Pursuant to the State Finance and Procurement Article, Section 13-110 of the Annotated Code of Maryland, except as provided in (B) the following entities may purchase materials, supplies, and equipment under this Contract:

- (1) A county or Baltimore City;
- (2) A municipal corporation;
- (3) A governmental agency in the State;
- (4) A public or quasi-public agency that:
 - (I) Receives State money; and
 - (II) Is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code;
- (5) A private elementary or secondary school that:
 - (I) Either has been issued a certificate of approval from the State Board of Education or is accredited by the Association of Independent Schools; and
 - (II) Is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code; or
- (6) A non-public institution of higher education under Section 17-106 of the Education Article.
 - (A) A private elementary or secondary school or a nonpublic institution of higher education may not purchase religious materials under this contract.
 - (B) The right to purchase under this section shall be in addition to, but not in substitution for, the applicable purchasing power granted to any of the listed entities pursuant to any statutory or charter provision.
- (7) Another State or an agency or other instrumentality of another state.

All purchases under this contract by any such entity as described above which is not a unit or agency of the State of Maryland for which the State of Maryland may be held liable in contract: (1) shall constitute a purchase or contract between the Contractor and that entity only; (2) shall not constitute a purchase or contract of the State of Maryland; (3) shall not be binding or enforceable against the State of Maryland or any of its units or agencies; and (4) may be subject to other terms and conditions agreed to by the Contractor and the purchaser.

Contractor bears the risk of determining whether or not any entity from which the Contractor receives an order under the contract is a unit or agency of the State of Maryland such that the contract may be enforced against the State of Maryland.

39. TIE BIDS

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

40. DELAYS AND EXTENSIONS OF TIME

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

41. PATENTS, COPYRIGHTS, AND INTELLECTUAL PROPERTY

All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date ("Pre-Existing Intellectual Property"). If any design, device, material, process, or other item provided by Contractor is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items pursuant to its rights granted under the Contract.

42. NON-AVAILABILITY OF FUNDING

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

43. SUSPENSION OF WORK

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

44. USE OF ESTIMATED QUANTITIES (IF APPLICABLE)

Unless specifically indicated otherwise in the State's solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the Agency named in this contract does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

45. RISK OF LOSS - TRANSFER OF TITLE

Risk of loss for conforming supplies, equipment, materials and Deliverables furnished to the State hereunder shall remain with the Contractor until such supplies, equipment, materials and Deliverables are received and accepted by the State, following which, title shall pass to the State.

46. USAGE REPORT:

A Report shall be furnished by the successful Contractor every hundred –twenty (120) days detailing the purchase of all items on the contract. The report shall be submitted electronically in Excel format. As a minimum, the report shall reflect the contract number, contract item number and description, the dollar volume purchased of each item, agency identification, and the contract total. The report shall be filed within thirty (30) days after the end of each reporting period. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. The usage report shall be emailed to the dgs.statewidecontractsusagereport@maryland.gov.

47. ELECTRONIC TRANSACTION FEE:

- a. Contractor shall pay an electronic transaction fee to the State in the amount of one percent (1%) of the total contract sales. The electronic transaction fee is calculated based on all sales transacted under the contract, minus any returns or credits. The electronic transaction fee shall not be charged directly to the customer, e.g., as a separate line item, fee or surcharge, but shall be included in the contract's unit prices.
- b. The electronic transaction fee shall be submitted to the Office of State Procurement, Fiscal Services Division, 301 W. Preston Street, Room 1309, Baltimore, MD, 21201, thirty (30) days after the end of each reporting period along with a Monthly Usage Report documenting all contract sales. An excel version of the Monthly Usage Report shall be emailed to dgs.statewidecontractsusagereport@maryland.gov.
- c. Failure to remit transaction fees in a timely manner or remittance of fees inconsistent with the contract's requirements may result in the State exercising all recourse available under the contract including, but not limited to, a third party audit of all contract activity. Should an audit be required by the State, the contractor shall reimburse the State for all costs associated with the audit up to \$10,000.00 or one (1%) percent of the contract's estimated annual value, whichever is higher.
- d. Prior to Award, Contractors will be asked to confirm in writing that their unit prices include the one percent (1%) electronic transaction fee.

CONTRACTOR
Contractor's Company Name

STATE OF MARYLAND
Office of State Procurement

By _____ (Seal)

(Printed Name and Title)

Signature and Date

By

(Printed Name and Title)

Signature and Date

SECTION C
SPECIFICATIONS
STATEWIDE
PATROL JACKETS AND PANTS, RAINCOATS AND RAIN SUITS
DGSR2600012 /BPM026644

1. GENERAL REQUIREMENTS:

- a) The purpose of this specification is to detail the minimum basic requirements for the purchase and delivery of Patrol Jackets and Pants, Raincoats and Rain Suits, at a firm fixed price for the term as shown herein. It is the intent of the State to award multiple contracts to the lowest responsive and responsible Bidders.
- b) The Contract resulting from this solicitation will be for an Indefinite Delivery Indefinite Quantity (IDIQ.) Orders as required will be placed by the appropriate State agency on an as-needed basis. The State does not guarantee any minimum or maximum quantities.
- c) No Substitutions shall be permitted. The Patrol Jackets and Pants, Raincoats and Rain Suits must meet the specifications as described herein.
- d) In the event any of the Patrol Jackets and Pants, Raincoats and Rain Suits specified herein become discontinued or unavailable from the manufacturer for any reason, the Contractor may offer a substitute product as recommended by the manufacturer. Documentation from the manufacturer attesting to the unavailability of discontinuation and the acceptance of the replacement must be provided to the appropriate State agency Purchasing Officer or their designee. The Purchasing Officer or designee will determine if the replacement product is sufficient.

2. METHOD OF BIDDING

- a) Pricing shall be completed in the appropriate line in eMaryland Marketplace Advantage (eMMA.) Bidders are not to enter pricing in this IFB.
- b) The State will not accept bids on garments that include inflated “over sizing costs.”

3. DELIVERY

- a) Delivery shall be made sixty (60) to ninety (90) days after the bidder acknowledges receipt of the ordering agency’s Purchase Orders.
- b) Orders shall be delivered F.O.B. destination to the ordering agency.

4. PACKAGING

- a) The patrol jacket and removable insulated liner must be packaged together in a polyethylene bag with the size visible.
- b) The all-weather pants and removable insulated liner must be packaged together in a polyethylene bag with the size visible. The insulated liner must be inserted into the pants before packaging.
- c) Rain Jacket & Shell Pants must be packaged together in a polyethylene bag as a set with the size being clearly visible.
- d) Raincoat must be packaged in a polyethylene bag.

- e) All items shall be permanently labeled with the manufacturer name, size and care instructions.

5. SAMPLES

- a) Samples of selected items, specified in this IFB, are to be submitted for testing by the Department of General Services and/or any additional State agencies. The samples will be compared for, but not limited to, tailoring, styling, construction, materials and components with the standard sample in file. *Failure to submit samples may be cause for bid rejection.*
- b) Any sample may be subjected to such test or tests by any Testing Laboratory which the State may choose. All costs in connection with any such tests shall be paid for by the bidder.
- c) Samples are to be sent to the Procurement Officer at the address below and received prior to the closing date of the IFB:

Matthew Smith
Procurement Officer
Department of General Services
301 W. Preston St., M-4
Baltimore, MD 21201
Matthew.Smith2@maryland.gov

- d) Packaging shall be clearly labeled with “BPM026644.”
- e) Upon shipment, provide the Procurement Officer via email of the tracking number of the sample to ensure delivery and acceptance.
- f) One (1) sample of each item requested in Section C – Specifications, Paragraph 8, Patrol Jackets and Pants, Raincoats and Rain Suit Specifications, shall be provided in size Large.
- g) Samples will be sent at the expense of the bidder. The State is not responsible for any costs related to delivery or damages to the samples.
- h) Samples will become property of the State.

6. STOCK PRODUCT

- a) To ensure availability of style and color, for the purpose of maintaining departmental uniformity for future purchases, bidders must provide evidence in the form of catalogs, prices list or similarly written material that these items are on an as-needed basis.
- b) The successful vendor shall be required to maintain in inventory 15% of the total unit requirement to ensure that they are available for prompt delivery to the ordering agency.
- c) The successful vendor may be required to provide a full size run of try-on garments within then (1) days for agency approval, sizing of personnel and for further evidence of in-stock availability.
- d) Exterior color of the components of each clothing set shall match as well as between clothing sets furnished under this specification.

7. LIMITED WARRANTY

- a) The contract garments shall carry a manufacturer’s printed warranty hang tag. A sample warranty hang tag must accompany the bid package as well. The tag shall instruct the owner of their rights under the warranty. The Limited Warranty will contain, at minimum, the following:

- 1) Warranty Coverage: Manufacturer agrees to warrant to the original purchaser that the product will be free from defects in materials and workmanship for a period of three (3) year from the date of purchase. The product will remain waterproof, windproof and breathable in normal use for a period of three (3) years from the date of purchase.
- 2) Warranty Service: Should a covered product become defective or lose the waterproofing, wind proofing and/or breathability during the warranty period, it shall be returned to the manufacturer with dated proof of purchase. The manufacturer agrees to repair or replace at their option any item determined to be defective and will return to the purchaser at no charge.
- 3) Limitations: This warranty does not cover abnormal wear and tear, nor the color fastness of fluorescent fabrics, nor damage from chemicals, fire, misuse, accident or negligence. This warranty only applies to the original purchaser of the covered product and is not transferrable.

8. PATROL JACKETS AND PANTS, RAINCOATS AND RAIN SUIT SPECIFICATIONS

a) LINE ITEM #1 – JACKET WITH CROSSTECH FABRIC FOR COMMISSIONED OFFICERS

- 1) General Design – The coat shall be waist length, single breasted, waterproof, windproof, breathable, blood borne pathogen resistant, National Fire Protection Association for First Responders (NFPA) 1999. 2003 edition with CROSSTECH or equivalent, with five (5) snaps.

There shall also be a name plate on the right breast, badge tab on left breast, bi-swing back, pulldown panel in back, underarm sleeve zippers, epaulets, two (2) lower reverse pleated patch pockets with flaps and side opening for hands, collar, storm collar and wristlets, zippered side vents with snap tabs and two-piece set-in sleeves and sleeve tabs.

There shall be a removeable quilted liner stitched to nylon face fabric.

A certificate of compliance shall be submitted by the vendor to the contracting officer stating these requirements have been met.

- 2) Shell Fabric – Cloth Type: Matrix Fabric 70 denier warp and 140 denier filling, 100% nylon rip stop weave
 Count: Warp 114-160; Filling 44-68 (+/- 10%)
 Weight (uncoated): 4.0 – 5.0 per sq. yd. (+/- .5oz)
 Shrinkage: Warp 2% (max), Filling 2% (max)
 Color Fastness and Crocking: Good
 Coating: Honeycomb pattern printed urethane non-ravel back coating to ensure breathability, Prevent seam slippage and to maintain shell fabric appearance.
 Color: Black
- 3) Permanent Waterproof-Breathable Lining – The permanent waterproofed, windproof, breathable blood borne pathogen resistant lining shall consist of a CROSSTECH, or equivalent, waterproof, windproof, breathable blood borne pathogen resistant membrane laminated to a woven polyester fabric, CROSSTECH or equivalent, resulting in a dry-cleanable and washable waterproof material with high moisture vapor transmission. **All testing must meet the specifications listed below or equivalent testing.**

Waterproof-Breathable Membrane:

Moisture Vapor Transmission Rate (g/m²/24 hours)
 Procedure B 700 Minimum ASTM E 96-93
 Procedure BW 6500 Minimum ASTM E 96-93
 Hydrostatic Resistance (psi): 140 Minimum FED-STD-191A5512

Water Permeability:

Initial: No Leakage FED-STD-191A5516

After Cold Flex: Wrap – No Leakage ASTM D2097-69(1980)

Fill – No Leakage ASTM D2097-69(1980)

After 100 Hours of: Continuous Wet Flex: No Leakage

After Dry Cleaning: No Leakage

After Synthetic Perspiration: No Leakage BS3424: Part 26: 1990 Method 29A

After Sustained Pressure: No Leakage BS 3424: Part 26: 1990 Method 29A

After Sustained Pressure, After Exposure to Contamination: No Leakage BS 3424: Part 26: 1990 Method 29A

Resistance to blood borne pathogens after Twenty-Five (25) Laundry Cycles: No Penetration ASM F1671 NFPA 1999 (2003 edition) compliant.

Resistance to common chemicals, including but not limited to, battery acid, gasoline, hydraulic fluid, AFFF foam, after twenty-five (25) laundry cycles: No Penetration ASTM F903C

Seam Tape Water Permeability:

Initial: No Leakage FED-STD-191A 5516

After Ten (10) Laundry Cycles: No Leakage FED-STD-191A 5516; ANS/AATCC 135

After Ten (10) Dry Clean Cycles: No Leakage FED-STD-191A 5516

Fabric:

Cloth Type: 100% texturized polyester, or equivalent, 70 denier warp and filling, jet dyed, plain weave

Count: Warp: 97 approximately

Filling: 102 approximately

Weight: 2.18 oz. per Sq. Yd.

Color: Charcoal

- 4) Removable Insulated Liner – The removable full body and sleeve insulated liner shall be constructed of a quilted package of the following face fabric, insulation and backing fabric. The insulation must resist fiber migration without the use of additional layers of scrim or other materials in order to maintain superior softness, quietness and freedom of movement. The entire package must be able to withstand cleaning by both machine wash/dry and dry cleaning.

Face Fabric:

Cloth Type: 100% Nylon 70 denier rip stop

Count: Wrap: 106 (+/- 2); Filling: 96 (+/- 2)

The following values are plus or minus 5%:

Weight: 1.85 oz. per Sq. Yd.

Shrinkage: Wrap 2%; Filling: 2%

Color Fastness and Crocking: Good

Color: Charcoal

Insulation:

Type: Thin, soft, lightweight synthetic insulation, which is breathable, moisture resistant, washable and dry cleanable.

Body: Thermolite

Sleeves: Thermolite

Nylon Tricot Backing:

Cloth Type: 100% Nylon

Count: Wales: 26; Courses: 27 approximately

Weight: 6.6 linear yards per pound approximately

Color: Black

5) Interlining

Epaulets, Pocket Flaps and Sleeve Tabs:

Cloth Type: 100% cotton osnaburg

Count: Wrap 30; Filling 24

Weight: 3.45 yards per pound approximately

Shrinkage: Wrap 3% max; Filling 3% max

Color: Charcoal

For Collar:

Cloth Type: 100% polyester, non-woven

Weight: 2.5 oz. per Sq. Yd. approximately

Color: Charcoal

6) Binding

Cloth Type: 100% nylon, 70 denier taffeta plain weave

Weight: 1.8 oz. per Sq. Yd. approximately

Color Fastness and Crocking: Good

Binding color for removable insulated liner: Charcoal

Binding color for jacket facing: Black

- 7) Retro-Reflective Trim – All retro-reflective trim shall be one inch (1”) 3M Scotchlite #8930 sew-on silver retro-reflective tape with fabric backing.
- 8) Seam Tape – Seam tape shall be two-layer Gore-Seam or equivalent. Seam tape one inch (1”) in width, compatible with the permanent waterproof, breathable lining. Color: White
- 9) Snaps – For liner attachment: 20 ligne prong style with closed backs, non-rusting gunmetal finish on brass, heavy duty closure. All other snaps: 24 ligne, Tri-Snap, thermoplastic acetal resin; Color: Black
- 10) Metal Uniform Buttons – Maryland State Seal 24 karat gold finish (for officers.) Officers will also have four (4) 36 ligne screw-on buttons in the same design and finish down the front of the jacket.
- 11) Zippers – The front zipper shall be a Delrin two-way, size #5, 24” long. Side vent zippers shall be a nylon coil, one-way size #5, 9.5” long; sleeve underarm zippers shall be a size #3, 10” long; liner zipper shall be a Delrin size #3, 46” long. Zipper lengths specified are for size Large (L)/Reg. Color: Black
- 12) Thread – Thread for single needle lockstitch seams shall be size #50, polyester wrapped polyester core, vat dyed. Thread for safety stitch seams shall be polyester wrapped polyester core, vat dyed, size #50 in the needles and size #70 in the loopers.
- 13) Removable Insulated Liner – The removable insulated liner shall be a zip-out type full body liner with full sleeves and knit bi-swing insert. The knit bi-swing insert shall be sewn into the back armhole and sleeves for ease of motion. Quilting shall be stitched in a 6” diamond pattern. There shall be a bound cut out in each armhole for comfort and a bound slit positioned in the left breast to allow access to the pocket on the permanent lining of the jacket. The liner shall be bound throughout with the binding material as specified. The bottoms of the sleeves have two (2) buttonholes to attach to buttons on the lining sleeves.
- 14) Sleeves – Sleeves shall be two pieces, set-it coat style, with shoulder pads, epaulets and sleeve tabs. The sleeve under seams shall have a 10” hidden zipper sewn in. The zippers allow access to the shell for sewing on emblems without damaging the waterproof, windproof, breathable, blood borne pathogen resistant CROSSTECH or equivalent liner.
- 15) Collar – The collar shall be a lay down collar with the zipper extending to the top of the collar for access during inclement weather.

- 16) Epaulets – The epaulets shall be 2.5” in width at the sleeve joining seam and shall taper to 2” in width at the narrow end. The point of the epaulet shall finish at the collar joining seam of the coat, fastened with 24 ligne metal Maryland State Seal gold finish button for commissioned officers and black for non-commissioned officers. The epaulets must accommodate hook & loop rank insignia.
- 17) Storm Flaps – There shall be top and under storm flaps both covering the front zipper. The storm flaps shall be interlined with a layer of the specified CROSSTECH or equivalent permanent waterproofed, windproof, breathable, blood borne pathogen resistant lining fabric. They shall measure 2.24” wide and extend to the bottom hem of the coat and to the top of the collar. Five (5) snaps shall be set through the storm flap to close over zipper.
- 18) Pockets - The pleated patch pockets shall measure approximately 7 ½ inches wide by 8 inches high. There shall be a mitered flap, measuring approximately 8 inches wide 3 inches at the center. The pocket shall have a reverse pleat and the top shall be bound. There shall be two (2) 1 by 2-inch piece of hook and loop on each flap and pocket. The patch pocket shall be lined with twill pocketing fabric and the hand warmer side of the pocket shall be lined with fleece pocketing fabric. The outside edge of the pocket and pocket flap shall be securely bar tacked. The sides shall open to accommodate the hands. Ends of stitching shall be securely bar tacked. The inside left pocket shall measure 7 inches wide by 10 inches deep It shall open via a pocket zipper. The pockets shall be approximately 1 inch from the top of the waistband.
- 19) Side Vents – There shall be side vent openings on each side with the specified zippers and a 3” snap tab on the inside back hem of the jacket. The zipper shall be first to the shell and then the CROSSTECH or equivalent lining. The coat shall be turned, and the zipper shall be top stitched through and through. There shall be snap tabs sewn to each side of the back hem. Each tab shall have a male snap at the end of the tab. The female portion of the snap shall be through and through at the front at the bottom hem to match up with the position of the stud on the tab. Another female portion shall be set through the back bottom hem to secure the front and back when the side vent zipper is open.
- 20) Interlining – The following parts shall be interlined: front storm flaps, sleeve hems, waistband, collar, epaulets and pocket flaps.
- 21) Facings – A full front and back facing shall be constructed of shell fabric with a concealed zipper track to accommodate an optional zip-out insulated liner. The front facing shall measure approximately 3” in width at the bottom of the jacket, increasing gradually to 4” at the gorge and will continue until it ends at the shoulder seam of the jacket. The back facing shall run from shoulder seam to shoulder seam and shall be 1.5” in width.
- 22) Yoke – There shall be a back yoke constructed with shell fabric extending approximately 8” down from the collar seam. The yoke shall be designed to accommodate a drop-down panel with retro reflective material and screening, without damaging the waterproof feature of the jacket. There shall be two strips of loop fastener, 5/8” x 3” sewn vertically to the back of the jacket, under the yoke, to attach the pull-down panel up inside the yoke when not in use. There shall be a strip of loop fasteners 1” x 1” sewn to the yoke fabric along the bottom of the yoke to keep it closed when the panel is stored inside.
- 23) Fronts – Fronts shall have five (5) snap fasteners for closure. The top snap shall be 1” from the top of the storm flap. The other snaps shall be placed 6” apart. The fronts shall have the zipper sandwiched between the front, storm flaps and facings. The fronts shall then be edge stitched ¼” gauge. The fronts, facings and storm flap shall be top stitched ¼” gauge to immobilize the zipper, storm flap, facings and fronts.
- 24) Seam Stitching – All stitching shall be even and uniform per the standard sample. All seams on the shell and CROSSTECH, or equivalent liner, shall be single needle lock stitch construction. Joining seams on removable insulated liner shall be five thread safety stitch construction. Back tacks on seams shall be a minimum of ½” long. All seams shall be eight (8) stitches per inch minimum to twelve (12) stitches per inch maximum. Seams shall be free from puckering, pleats, runoffs and raw edges.

- 25) Button Holes – Button holes shall be eyelet end, taper bar cut-after or cut-first type with #8 gimp inserted. If cut-first type, thread ends shall be bar tacked.
- 26) CROSSTECH or Equivalent Lining – Garment construction must be LTD type, allowing emblems, patches, flags service bars, chevrons or other insignia, to be sewn through the shell fabric without penetrating the CROSSTECH or equivalent membrane so that these alterations can be performed locally by any uniform dealer or tailor. The edges of the LTD type lining shall be caught along the periphery of the collar, fronts, coat hem, side vents and sleeve bottoms only. All seams and stitching through the CROSSTECH or equivalent liner shall be waterproof taped with CROSSTECH or equivalent seam tape.
- 27) Seam Waterproofing – All seams in CROSSTECH or equivalent shall be waterproof taped. Seam tape shall be Gore Seam, or equivalent seam tape, compatible with the CROSSTECH or equivalent membrane. The tape shall be applied by hot air methods. The tape shall not be affected by weather, temperature or storage. The tapes seams shall be tested for waterproofing in accordance with Federal Test Standards.
- 28) Badge Tab – There shall be a badge tab sewn to the left breast consisting of two (2) plies of shell fabric measuring 0.875” wide by 2.5” high with two (2) eyelets spaced 1.375” center to center.
- 29) Name Tab – There shall be a name tab sewn to the right breast consisting of two (2) plies of shell fabric measuring 7/8” wide by 2.5” high with no eyelets. It shall be located opposed where, and centered with, the standard placement of the badge tab.
- 30) Emblems – There shall be emblems sewn to both sleeves of the jacket as specified and provided by the using agency.
- 31) Scotchlite Package – The Scotchlite trim package shall be designed to retro-reflect at the user’s discretion and will otherwise remain hidden. The under collar shall have a 1” wide by 8.5” long piece of silver 3M Scotchlite #8930 sewn on and centered so that the Scotchlite is hidden when the collar is turned down. Hidden in the front pocket shall be a pointed tab constructed of one (1) ply of Scotchlite and one (1) ply of shell fabric measuring 2.5” stitched into the pocket and tapering to 2.24” at the narrow end. The length of the tab shall measure approximately 6.5”. The tab will fasten to a button hidden in the pocket pleat via a button hole. There shall be a piece of Scotchlite #8930, 1” x 6”, sewn to the underside of the pile collar.
- 32) Pull Down Panel – There shall be a pull-down panel constructed of one (1) ply Scotchlite and one (1) ply of shell fabric measuring 12” wide by 8” high, permanently stitched to the back of the jacket, under the yoke, at the top of the panel. The panel shall attach to the back of the jacket with two (2) 5/8” by 3” pieces of hook fastener sewn horizontally to the bottom front of the panel. The word “TROOPER” shall be in 3” block letters, black, on the Scotchlite #8930 panel measuring 12” x 6.” The lettering will be permanent and shall withstand dry cleaning and standard laundry cleaning. Screen ink letters are not acceptable due to a lack of durability in wearing and washing. **Pull down panel must be attached to the jacket.**
- 33) Size Range – All sizes shall be unisex.
 Short: XS – L (Short lengths are 1.5” shorter than Regular)
 Regular: S – 5XL
 Tall: M – 5XL (Tall lengths are 1.5” longer than Regular)
- 34) Measurements
 XS: 32-34
 S: 36-38
 M: 40-42
 L: 44-46
 XL: 48-50
 2XL: 52-54
 3XL: 56-58
 4XL: 60-62
 5XL: 64-66

b) LINE ITEM #2 – JACKET WITH CROSSTECH FABRIC FOR NON-COMMISSIONED OFFICERS

- 1) General Design – The coat shall be waist length, single breasted, waterproof, windproof, breathable, blood borne pathogen resistant, National Fire Protection Association for First Responders (NFPA) 1999. 2003 edition with CROSSTECH or equivalent, with five (5) snaps.

There shall also be a name plate on the right breast, badge tab on left breast, bi-swing back, pulldown panel in back, underarm sleeve zippers, epaulets, two (2) lower reverse pleated patch pockets with flaps and side opening for hands, collar, storm collar and wristlets, zippered side vents with snap tabs and two-piece set-in sleeves and sleeve tabs.

There shall be a removeable quilted liner stitched to nylon face fabric.

A certificate of compliance shall be submitted by the vendor to the contracting officer stating these requirements have been met.

- 2) Shell Fabric – Cloth Type: Matrix Fabric 70 denier warp and 140 denier filling, 100% nylon rip stop weave
Count: Warp 114-160; Filling 44-68 (+/- 10%)
Weight (uncoated): 4.0 – 5.0 per sq. yd. (+/- .5oz)
Shrinkage: Warp 2% (max), Filling 2% (max)
Color Fastness and Crocking: Good
Coating: Honeycomb pattern printed urethane non-ravel back coating to ensure breathability, Prevent seam slippage and to maintain shell fabric appearance.
Color: Black

- 3) Permanent Waterproof-Breathable Lining – The permanent waterproofed, windproof, breathable blood borne pathogen resistant lining shall consist of a CROSSTECH, or equivalent, waterproof, windproof, breathable blood borne pathogen resistant membrane laminated to a woven polyester fabric, CROSSTECH or equivalent, resulting in a dry-cleanable and washable waterproof material with high moisture vapor transmission. **All testing must meet the specifications listed below or equivalent testing.**

Waterproof-Breathable Membrane:

Moisture Vapor Transmission Rate (g/m²/24 hours)
Procedure B 700 Minimum ASTM E 96-93
Procedure BW 6500 Minimum ASTM E 96-93
Hydrostatic Resistance (psi): 140 Minimum FED-STD-191A5512

Water Permeability:

Initial: No Leakage FED-STD-191A5516
After Cold Flex: Wrap – No Leakage ASTM D2097-69(1980)
Fill – No Leakage ASTM D2097-69(1980)
After 100 Hours of: Continuous Wet Flex: No Leakage
After Dry Cleaning: No Leakage
After Synthetic Perspiration: No Leakage BS3424: Part 26: 1990 Method 29A
After Sustained Pressure: No Leakage BS 3424: Part 26: 1990 Method 29A
After Sustained Pressure, After Exposure to Contamination: No Leakage BS 3424: Part 26: 1990 Method 29A

Resistance to blood borne pathogens after Twenty-Five (25) Laundry Cycles: No Penetration ASM F1671 NFPA 1999 (2003 edition) compliant.

Resistance to common chemicals, including but not limited to, battery acid, gasoline, hydraulic fluid, AFFF foam, after twenty-five (25) laundry cycles: No Penetration ASTM F903C

Seam Tape Water Permeability:

Initial: No Leakage FED-STD-191A 5516

After Ten (10) Laundry Cycles: No Leakage FED-STD-191A 5516; ANS/AATCC 135
After Ten (10) Dry Clean Cycles: No Leakage FED-STD-191A 5516

Fabric:

Cloth Type: 100% texturized polyester, or equivalent, 70 denier warp and filling, jet dyed, plain weave
Count: Warp: 97 approximately
Filling: 102 approximately
Weight: 2.18 oz. per Sq. Yd.
Color: Charcoal

- 4) Removable Insulated Liner – The removable full body and sleeve insulated liner shall be constructed of a quilted package of the following face fabric, insulation and backing fabric. The insulation must resist fiber migration without the use of additional layers of scrim or other materials in order to maintain superior softness, quietness and freedom of movement. The entire package must be able to withstand cleaning by both machine wash/dry and dry cleaning.

Face Fabric:

Cloth Type: 100% Nylon 70 denier rip stop
Count: Wrap: 106 (+/- 2); Filling: 96 (+/- 2)

The following values are plus or minus 5%:

Weight: 1.85 oz. per Sq. Yd.
Shrinkage: Wrap 2%; Filling: 2%
Color Fastness and Crocking: Good
Color: Charcoal

Insulation:

Type: Thin, soft, lightweight synthetic insulation, which is breathable, moisture resistant, washable and dry cleanable.
Body: Thermolite
Sleeves: Thermolite

Nylon Tricot Backing:

Cloth Type: 100% Nylon
Count: Wales: 26; Courses: 27 approximately
Weight: 6.6 linear yards per pound approximately
Color: Black

- 5) Interlining

Epaulets, Pocket Flaps and Sleeve Tabs:

Cloth Type: 100% cotton osnaburg
Count: Wrap 30; Filling 24
Weight: 3.45 yards per pound approximately
Shrinkage: Wrap 3% max; Filling 3% max
Color: Charcoal

For Collar:

Cloth Type: 100% polyester, non-woven
Weight: 2.5 oz. per Sq. Yd. approximately
Color: Charcoal

- 6) Binding

Cloth Type: 100% nylon, 70 denier taffeta plain weave
Weight: 1.8 oz. per Sq. Yd. approximately
Color Fastness and Crocking: Good

Binding color for removable insulated liner: Charcoal

Binding color for jacket facing: Black

- 7) Retro-Reflective Trim – All retro-reflective trim shall be one inch (1”) 3M Scotchlite #8930 sew-on silver retro-reflective tape with fabric backing.
- 8) Seam Tape – Seam tape shall be two-layer Gore-Seam or equivalent. Seam tape one inch (1”) in width, compatible with the permanent waterproof, breathable lining. Color: White
- 9) Snaps – For liner attachment: 20 ligne prong style with closed backs, non-rusting gunmetal finish on brass, heavy duty closure. All other snaps: 24 ligne, Tri-Snap, thermoplastic acetal resin; Color: Black
- 10) Zippers – The front zipper shall be a Delrin two-way, size #5, 24” long. Side vent zippers shall be a nylon coil, one-way size #5, 9.5” long; sleeve underarm zippers shall be a size #3, 10” long; liner zipper shall be a Delrin size #3, 46” long. Zipper lengths specified are for size Large (L)/Reg. Color: Black
- 11) Thread – Thread for single needle lockstitch seams shall be size #50, polyester wrapped polyester core, vat dyed. Thread for safety stitch seams shall be polyester wrapped polyester core, vat dyed, size #50 in the needles and size #70 in the loopers.
- 12) Removable Insulated Liner – The removable insulated liner shall be a zip-out type full body liner with full sleeves and knit bi-swing insert. The knit bi-swing insert shall be sewn into the back armhole and sleeves for ease of motion. Quilting shall be stitched in a 6” diamond pattern. There shall be a bound cut out in each armhole for comfort and a bound slit positioned in the left breast to allow access to the pocket on the permanent lining of the jacket. The liner shall be bound throughout with the binding material as specified. The bottoms of the sleeves have two (2) buttonholes to attach to buttons on the lining sleeves.
- 13) Sleeves – Sleeves shall be two piece, set-it coat style, with shoulder pads, epaulets and sleeve tabs. The sleeve under seams shall have a 10” hidden zipper sewn in. The zippers allow access to the shell for sewing on emblems without damaging the waterproof, windproof, breathable, blood borne pathogen resistant CROSSTECH or equivalent liner.
- 14) Collar – The collar shall be a lay down collar with the zipper extending to the top of the collar for access during inclement weather.
- 15) Epaulets – The epaulets shall be 2.5” in width at the sleeve joining seam and shall taper to 2” in width at the narrow end. The point of the epaulet shall finish at the collar joining seam of the coat, fastened with 24 ligne metal Maryland State Seal gold finish button for commissioned officers and black for non-commissioned officers. The epaulets must accommodate hook & loop rank insignia.
- 16) Storm Flaps – There shall be top and under storm flaps both covering the front zipper. The storm flaps shall be interlined with a layer of the specified CROSSTECH or equivalent permanent waterproofed, windproof, breathable, blood borne pathogen resistant lining fabric. They shall measure 2.24” wide and extend to the bottom hem of the coat and to the top of the collar. Five (5) snaps shall be set through the storm flap to close over zipper.
- 17) Pockets - The pleated patch pockets shall measure approximately 7 ½ inches wide by 8 inches high. There shall be a mitered flap, measuring approximately 8 inches wide 3 inches at the center. The pocket shall have a reverse pleat and the top shall be bound. There shall be two (2) 1 by 2-inch piece of hook and loop on each flap and pocket. The patch pocket shall be lined with twill pocketing fabric and the hand warmer side of the pocket shall be lined with fleece pocketing fabric. The outside edge of the pocket and pocket flap shall be securely bar tacked. The sides shall open to accommodate the hands. Ends of stitching shall be securely bar tacked. The inside left pocket shall measure 7 inches wide by 10 inches deep. It shall open via a pocket zipper. The pockets shall be approximately 1 inch from the top of the waistband.

- 18) Side Vents – There shall be side vent openings on each side with the specified zippers and a 3” snap tab on the inside back hem of the jacket. The zipper shall be first to the shell and then the CROSSTECH or equivalent lining. The coat shall be turned, and the zipper shall be top stitched through and through. There shall be snap tabs sewn to each side of the back hem. Each tab shall have a male snap at the end of the tab. The female portion of the snap shall be through and through at the front at the bottom hem to match up with the position of the stud on the tab. Another female portion shall be set through the back bottom hem to secure the front and back when the side vent zipper is open.
- 19) Interlining – The following parts shall be interlined: front storm flies, sleeve hems, waistband, collar, epaulets and pocket flaps.
- 20) Facings – A full front and back facing shall be constructed of shell fabric with a concealed zipper track to accommodate an optional zip-out insulated liner. The front facing shall measure approximately 3” in width at the bottom of the jacket, increasing gradually to 4” at the gorge and will continue until it ends at the shoulder seam of the jacket. The back facing shall run from shoulder seam to shoulder seam and shall be 1.5” in width.
- 21) Yoke – There shall be a back yoke constructed with shell fabric extending approximately 8” down from the collar seam. The yoke shall be designed to accommodate a drop down panel with retro reflective material and screening, without damaging the waterproof feature of the jacket. There shall be two strips of loop fastener, 5/8” x 3” sewn vertically to the back of the jacket, under the yoke, to attach the pull down panel up inside the yoke when not in use. There shall be a strip of loop fasteners 1” x 1” sewn to the yoke fabric along the bottom of the yoke to keep it closed when the panel is stored inside.
- 22) Fronts – Fronts shall have five (5) snap fasteners for closure. The top snap shall be 1” from the top of the storm flap. The other snaps shall be placed 6” apart. The fronts shall have the zipper sandwiched between the front, storm flaps and facings. The fronts shall then be edge stitched ¼” gauge. The fronts, facings and storm flap shall be top stitched ¼” gauge to immobilize the zipper, storm flap, facings and fronts.
- 23) Seam Stitching – All stitching shall be even and uniform per the standard sample. All seams on the shell and CROSSTECH, or equivalent liner, shall be single needle lock stitch construction. Joining seams on removable insulated liner shall be five thread safety stitch construction. Back tacks on seams shall be a minimum of ½” long. All seams shall be eight (8) stitches per inch minimum to twelve (12) stitches per inch maximum. Seams shall be free from puckering, pleats, runoffs and raw edges.
- 24) Button Holes – Button holes shall be eyelet end, taper bar cut-after or cut-first type with #8 gimp inserted. If cut-first type, thread ends shall be bar tacked.
- 25) CROSSTECH or Equivalent Lining – Garment construction must be LTD type, allowing emblems, patches, flags service bars, chevrons or other insignia, to be sewn through the shell fabric without penetrating the CROSSTECH or equivalent membrane so that these alterations can be performed locally by any uniform dealer or tailor. The edges of the LTD type lining shall be caught along the periphery of the collar, fronts, coat hem, side vents and sleeve bottoms only. All seams and stitching through the CROSSTECH or equivalent liner shall be waterproof taped with CROSSTECH or equivalent seam tape.
- 26) Seam Waterproofing – All seams in CROSSTECH or equivalent shall be waterproof taped. Seam tape shall be Gore Seam, or equivalent seam tape, compatible with the CROSSTECH or equivalent membrane. The tape shall be applied by hot air methods. The tape shall not be affected by weather, temperature or storage. The tapes seams shall be tested for waterproofing in accordance with Federal Test Standards.
- 27) Badge Tab – There shall be a badge tab sewn to the left breast consisting of two (2) plies of shell fabric measuring 0.875” wide by 2.5” high with two (2) eyelets spaced 1.375” center to center.
- 28) Name Tab – There shall be a name tab sewn to the right breast consisting of two (2) plies of shell fabric measuring 7/8” wide by 2.5” high with no eyelets. It shall be located opposed where, and centered with, the standard placement of the badge tab.

- 29) Emblems – There shall be emblems sewn to both sleeves of the jacket as specified and provided by the using agency.
- 30) Scotchlite Package – The Scotchlite trim package shall be designed to retro-reflect at the user’s discretion and will otherwise remain hidden. The under collar shall have a 1” wide by 8.5” long piece of silver 3M Scotchlite #8930 sewn on and centered so that the Scotchlite is hidden when the collar is turned down. Hidden in the front pocket shall be a pointed tab constructed of one (1) ply of Scotchlite and one (1) ply of shell fabric measuring 2.5” stitched into the pocket and tapering to 2.24” at the narrow end. The length of the tab shall measure approximately 6.5”. The tab will fasten to a button hidden in the pocket pleat via a button hole. There shall be a piece of Scotchlite #8930, 1” x 6”, sewn to the underside of the pile collar.
- 31) Pull Down Panel – There shall be a pull-down panel constructed of one (1) ply Scotchlite and one (1) ply of shell fabric measuring 12” wide by 8” high, permanently stitched to the back of the jacket, under the yoke, at the top of the panel. The panel shall attach to the back of the jacket with two (2) 5/8” by 3” pieces of hook fastener sewn horizontally to the bottom front of the panel. The word “TROOPER” shall be in 3” block letters, black, on the Scotchlite #8930 panel measuring 12” x 6.” The lettering will be permanent and shall withstand dry cleaning and standard laundry cleaning. Screen ink letters are not acceptable due to a lack of durability in wearing and washing. **Pull down panel must be attached to the jacket.**
- 32) Size Range – All sizes shall be unisex.
 Short: XS – L (Short lengths are 1.5” shorter than Regular)
 Regular: S – 5XL
 Tall: M – 5XL (Tall lengths are 1.5” longer than Regular)
- 33) Measurements
 XS: 32-34
 S: 36-38
 M: 40-42
 L: 44-46
 XL: 48-50
 2XL: 52-54
 3XL: 56-58
 4XL: 60-62
 5XL: 64-66

c) **LINE ITEM #3 – REVERSABLE RAIN JACKET WITH CROSSTECH FABRIC**

- 1) General Design – The rain jacket shall be reversible featherweight waterproof, windproof, breathable by design in a fully cat raglan shoulder design, reversible to high visibility yellow with reflective trim. There shall be a sport collar, snap side vents, zipper front, badge table on both sides and hook and loop cuff and neck closure. A certificate of compliance shall be submitted with the bid.
- 2) Shell Fabric - Cloth Type: CROSSTECH
 Color: Dark Side – See specified garment color (?)
 High Visibility Side (tricot) – High Visibility Yellow
 Moisture Vapor Transmission Rate (g/m²/24 hour):
 Procedure B: 600 Minimum ASTM E 96-93
 Procedure BW: 3200 Minimum ASTM E 96-93
 Hydrostatic Resistance (psi): 100 Minimum FED-STD-191A 5512
 Water Permeability:
 Initial: No Leakage FED-STD-191A 5516
 After Cold Flex: Warp: No Leakage ASTM D 2097-69 (1980)
 Fill: No Leakage ASTM D 2097-69- (1980)
 After 100 Hours of:

Continuous Wet Flex: No Leakage
After Dry Cleaning: No Leakage
After Synthetic Perspiration: No Leakage BS 344: Part 26:
1990 Method 29A
After Sustained Pressure: No Leakage BS 3434: Part 26: 1990 Method 29A
After Exposure to Contamination: No Leakage BS 3424: Part 26: 1990 Method
29A

- 3) Interlining – Cloth Type: 100% cotton Osnaburg
Count: Warp: 32; Filling: 26
Weight: 3.55 oz. per Sq. Yd.
Break Strength (lbs.): Warp: 60 (min.); Filling: 35 (min.)
Shrinkage: Warp: 3% (max.); Filling: 3% (max.)
Color: Natural
- 4) Seam Tape – Seam tape shall be three (3) layer Gore-Seam 1” wide and compatible with CROSSTECH membrane and tape. Color: High Visibility Yellow.
- 5) Snaps – Snaps shall be non-rust, 24 ligne, gunmetal finish on brass, heavy duty closure, black nylon cap.
- 6) Hook and Loop – The hook and loop fastener tape shall meet specification MIL-F-21840. Color: black.
- 7) Thread – Thread for single-needle lockstitch and double-needle seams shall be size #50 polyester wrapped polyester core; vat dyed. Thread color shall match the fabric color when thread is visible.
- 8) Sleeves – Sleeves shall be one piece raglan type design. The finished sleeve hem shall measure 0.75” wide. There shall be a tab constructed of two (2) layers of shell fabric set into the underarm seam at the cuff measuring 2” wide at the underarm seam and 1.5” wide at the end and extending 2.75” out from the seam. There shall be a strip of hook fastener measuring 2” long by 1” wide sewn to the underside of the tab. There shall be a loop fastener measuring 1” wide by 6” long sewn to the end of the sleeve to mate with the hook fastener on the tab to provide adjustable cuff closure. A male snap shall be set through the cuff hem set 2” from the under seam and a female snap set through the cuff hem set on the other side of the underarm seam for cuff closure on the high-visibility side. The black caps of the snaps will be on the dark side of the jacket.
- 9) Collar – The permanent sport collar shall be made of two (2) piles of shell fabric. The collar points shall be well shaped and symmetrical. The points shall measure 3.5” wide with the center width at 4”. The sport collar zip to the top.
- 10) Side Vents – There shall be side vent openings set on the side seams measuring 11” from the bottom hem with the front and back of the jacket overlapping by 1.25”. A snap closure shall be set on the vent at the bottom hem and a second snap shall be set midway up the side vent.
- 11) Fronts – Fronts shall have waterproof zipper for closure. Zipper color: black.
- 12) Seam Stitching – Shoulder, underarm and side seams shall be 0.1875” gauge, double-needle chain stitch, lap seam felled construction. All other seams shall be single-needle construction. All seams shall be a minimum 8 stitches per inch to 12 stitches per inch maximum. Seams shall be free from puckering, pleats, runoffs and raw edges.
- 13) Seam Waterproofing – All seams in the shell shall be waterproof taped and applied by hot air methods. The tape shall not be affected by weather, temperature or storage. The taped seams shall be tested for waterproofing in accordance with Federal Test Std. #1 91, Method \$5514. There shall be no appearance of water in the test area at 3 psi for a period of 3 minutes.

- 14) Reflective Trim – 3M Scotchlite #8730 2” silver reflective tape shall be heat applied to the high-visibility side of the jacket. There shall be a stripe around each cuff, a stripe around the front and back, below the armhole and around the sleeves at the bicep. This must meet Ansi Class II Certification.
- 15) Retro-Reflecting Lettering – The back of the jacket shall read “TROOPER” in 3” block letters made from silver 3M Scotchlite #5710 retro-reflective graphic transfer film, heat applied. Lettering shall withstand cleaning by both commercial washer/dryer and dry cleaning. “TROOPER” shall be centered on the upper back of the coat.
- 16) Badge Tab – Badge Tab shall be applied to the left breast of both the dark side and the high-visibility side of the jacket. The badge tab on the dark side shall be constructed of two (2) plies of the shell fabric measuring 0.875” wide by 2.5” high with two (2) eyelets spaced 1.375” center to center. The badge tab on the high-visibility side shall be constructed on three (3) piles of the specified seam tape, stitched together and then heat applied to the shell fabric, measuring 0.875” by 3” with two (2) eyelets space 1.375” center to center, penetrating the top two (2) layers only.
- 17) Size Range – Size ranges are all unisex.
 Short: XS – L
 Regular: S – 3XL
 Long: M – 3XL

18) Measurements

| Size: | XS | S | M | L | XL | 2XL | 3XL |
|--------|----|----|----|----|----|-----|-----|
| Chest: | 41 | 45 | 49 | 53 | 57 | 61 | 65 |
| Sweep: | 47 | 51 | 55 | 59 | 63 | 67 | 71 |

Back Length size: Medium, Regular: 31; Long: 33
 Sleeve inseam size: Medium, Regular: 20; Long: 21 (+/- 0.5”)

Chest measured at armhole and side seam +/- 0.75”
 Sweep measured at hem +/- 0.75”
 Back Length measured from neck seam to bottom of hem +/- 0.75”

d) **LINE ITEM #4 – RAIN SUIT**

- 1) General Design – The pants shall be waist high, waterproof, windproof and breathable by design, fully cut and well balanced. There shall be an elasticized back and snap-over side vent openings. membrane with elastic back and snap-over side vent openings. A certificate of compliance shall be submitted by the bidder to the contracting officer stating the following requirements have been met.
- 2) Shell Fabric - Cloth Type: Gore-Tex waterproof breathable membrane, laminated between a 2.18 oz. per square yard, 100% textured polyester, 70 denier plain fabric and a 32 gauge, 2 bar, knit polyester tricot backing fabric resulting in a dry clean and washable waterproof material with high moisture vapor transmission.

Color: Dark Side – See specified garment color (?)
 High Visibility Side (tricot) – High Visibility Yellow
 Moisture Vapor Transmission Rate (g/m²/24 hour):
 Procedure B: 600 Minimum ASTM E 96-93
 Procedure BW: 5000 Minimum ASTM E 96-93
 Hydrostatic Resistance (psi): 140 Minimum FED-STD-191A 5512
 Water Permeability:
 Initial: No Leakage FED-STD-191A 5516
 After Cold Flex: Warp: No Leakage ASTM D 2097-69 (1980)

After 100 Hours of:

Continuous Wet Flex: No Leakage

After Dry Cleaning: No Leakage

After Synthetic Perspiration: No Leakage BS 3424: Part 26:

1990 Method 29A

After Sustained Pressure: No Leakage BS 3424: Part 26: 1990 Method 29A

After Exposure to Contamination: No Leakage BS 3424: Part 26: 1990 Method 29A

- 3) Elastic – Type: Spandex, 1” elastic webbing, dry cleanable.
Warp: 40/2 ply spun poly with 37 gauge extruded rubber, covered with four (4) ends of 12/1 ply spun polyester.
Filling: 50/2 ply textured polyester
Standard Stretch: 90% (+/- 10%)
Color: Black
- 4) Seam Tape – Seam tape shall be three (3) layer Gore-Seam tape, 1” wide, compatible with the Gore-Tex or equivalent, greater membrane. Color: High Visibility Yellow.
- 5) Snaps – Snaps shall be non-rusting, 24 ligne, gunmetal finish, on brass, heavy duty closure, black nylon cap.
- 6) Thread – Thread for single-needled lockstitch and double-needle seams shall be size #50 polyester wrapped, polyester core, vat dyed. Thread color shall match the fabric color where thread is visible.
- 7) Side Vents – Side vents shall extend 8” down from the top of the pants and shall be constructed with a snap-over design secured by one (1) female snap on the waistband on the front of the side opening and two (2) male snaps on the waistband on the back of the side opening for adjustment.
- 8) Seam Stitching – Pants inseam and crotch seams shall be 0.1875” gauge, double-needle chain stitch, lap seam felled construction. All other seams shall be single-needle construction. All seams shall be at minimum, eight (8) stitches per inch, and at maximum 12 stitches per inch. Seams shall be free from puckering, pleats, runoffs and raw edges.
- 9) Seam Waterproofing – All seams in the shell shall be waterproof tape. The tape shall be applied by hot air methods. The tape shall not be affected by weather, temperature or storage. Taped seams shall be tested for waterproofing in accordance with Federal Test Standards. There shall be no appearance of water in the test area at 3 psi for a period of three (3) minutes.
- 10) Size Range - All sizes shall be unisex.
Regular: S – 3XL
Long: M – 3XL
- 11) Measurements -

| | | | | | | |
|----------|-----------------------|------|----|------|-----|------|
| Size: | S | M | L | XL | 2XL | 3XL |
| Outseam: | 43 | 43.5 | 44 | 44.5 | 45 | 45.5 |
| Seat: | 44 | 48 | 52 | 56 | 60 | 64 |
| Inseam: | Regular: 30; Long: 32 | | | | | |

Outseam measured in inches from top of waistband to bottom of leg (+/- 0.75”)

Seat measured across seat 5” up from the crotch seam (+/- 0.75”)

Inseam measured in inches from crotch seams to bottom of leg (+/- 0.75”)

e) LINE ITEM #5 – XL PRICING

- 1) XL Pricing – Bidders shall provide the additional cost of jackets, in percent, for sizes 2XL, 3XL, 4XL and 5XL and beyond. Pricing per size shall be entered into the appropriate line in eMMA, separated by semicolon. *For example: 2XL – 5%; 3XL – 10%; etc.*

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MANDATORY AFFIDAVITS AND ATTACHMENTS

Section B – Terms and Conditions

Attachment C - Bid/Proposal Affidavit

Attachment H - Conflict of Interest and Disclosure Affidavit

Attachment K - Mercury Affidavit

Attachment N - Contract Affidavit

Attachment S – Company Profile

SUBMIT THESE AFFIDAVITS WITH BID/PROPOSAL

ATTACHMENT C
COMAR 21.05.08.07
Bid/Proposal Affidavit

Click link to download a fillable copy of the *Bid/Proposal Affidavit*: https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf

FAILURE TO SUBMIT THIS AFFIDAVIT WITH THE BID SHALL DEEM THE BID NON-RESPONSIVE.

ATTACHMENT D

**Minority Business Enterprise (MBE)
SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL**

This solicitation does not include a Minority Business Enterprise (MBE) subcontractor participation goal.

ATTACHMENT H

COMAR 21.05.08.08

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Click link to download a fillable copy of the *Conflict of Interest Affidavit And Disclosure*:
<https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf>.

SUBMIT THIS AFFIDAVIT WITH THE BID/PROPOSAL.

ATTACHMENT K
COMAR 21.05.08.09
MERCURY AFFIDAVIT

Click link to download a fillable copy of the *Mercury Affidavit*: <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-K-MercuryAffidavit.pdf>.

SUBMIT THIS AFFIDAVIT WITH THE BID/PROPOSAL.

ATTACHMENT N

COMAR 21.07.01.25

Contract Affidavit

Click link to download a fillable copy of the *Contract Affidavit*: <https://procurement.maryland.gov/wp-content/uploads/sites/12/2020/03/Attachment-N-Affidavit.pdf>

SUBMIT THIS AFFIDAVIT WITH THE BID/PROPOSAL.

ATTACHMENT P

SMALL BUSINESS CONTRACT AFFIDAVIT

This solicitation has been designated a Small Business Reserve or Small Business Preference (SBR/SBP) contract.

***** PROVIDING FALSE INFORMATION *****

Anyone providing false information to the State of Maryland in connection with obtaining or attempting to obtain a contract under Small Business Reserve or Preference procurement may be subject to the following:

1. A determination by a Procurement Officer that a bidder/offeror is not responsible;
2. A determination that a contract entered into is void or voidable under § 11-204 of the State Finance and Procurement Article of the Annotated Code of Maryland;
3. Suspension and debarment under Title 16 of the State Finance and Procurement Article;
4. Criminal prosecution for procurement fraud (§ 11-205.1 of the State Finance and Procurement Article), perjury, or other crimes; and
5. Other actions permitted by law.

***** FAILURE TO MEET MINIMUM QUALIFICATIONS *****

Any Bidder or potential bidder failing to meet the qualifications of a "small business" specified in § 14-501(c) of the State Finance and Procurement Article will be ineligible to participate in a procurement designated for a Small Business Reserve under § 14-504 or Small Business Preference under § 14-206 - 207. Any person or company bidding on Small Business Reserve or Preference procurement and not qualifying as a small business under § 14-501(c) will have its bid or offer rejected on the ground that the bidder is not responsible.

I AFFIRM THAT:

To the best of my knowledge, information, and belief, as of the date of submission of this Bid/Proposal, _____ (name of firm) meets the qualifications for certification as a Small Business in Maryland. I further affirm that, if for any reason during the term of the contract _____ (name of firm) no longer meets the qualifications for certification as a Small Business in Maryland, I will notify the Procurement Officer within 30 days. I agree that a failure to so notify the Procurement Officer of this change in circumstances may result in this contract being terminated for default.

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.

SMALL BUSINESS QUALIFICATION NUMBER: _____

Date of Most Recent Qualification: _____

DATE: _____

BY: _____
Signature (Authorized Representative and Affidavit)

ATTACHMENT S

VENDOR COMPANY PROFILE

IFB #: _____

Title: _____

NOTICE TO BIDDERS:

1. FAILURE TO FULLY ADDRESS ALL QUESTIONS MAY RENDER YOUR BID NON-RESPONSIVE.
2. BIDDERS SHALL HAVE AT LEAST THREE (3) YEARS EXPERIENCE IN PROVIDING SIMILAR TYPE WORK AS SPECIFIED IN THIS IFB.

Information furnished in response to this questionnaire and any verification made by the **Office of State** shall provide a basis for determining the responsibility of Bidders. In the event that references are deemed insufficient by the **Office of State Procurement**, the State reserves the right to determine the Bidder as non-responsible, which will cause the rejection of their bid. This form will be used in assessing a Vendor's qualifications and capability to perform the scope of work for a contract with the State of Maryland.

PLEASE PRINT OR TYPE LEGIBLY

CUSTOMER SERVICE CONTACT INFORMATION

The name of Vendor's representative to be contacted for information, service, or problem-solving that may be required by the end user of the contract.

Name of Bidding Entity: _____

Name of Representative: _____

Company Address: _____

City: _____ **State:** _____ **Zip Code:** _____

E-Mail: _____

Phone Number: _____ **Fax Number:** _____

Years in Business: _____ **Federal ID:** _____

Type of Organization (*i.e., Corporation, Partnership, Individual, Joint Venture*): _____

Former names under which your organization has operated: _____

REFERENCES

Please complete Reference information for Sections 1, 2, and 3. **Note:** For each Reference listed, all fields should be complete. If no references, indicate 'None' in the appropriate Section.

Section 1: List contract awards to your Company by the State of Maryland within the last three (3) years and provide the information requested for each column.

| Contract/Project Name | Contract Number | Agency Name | Agency Representative | Contact Information (Phone & E-Mail) |
|------------------------------|------------------------|--------------------|------------------------------|---|
| | | | | |
| | | | | |
| | | | | |

Section 2: List other contracts of similar size and scope performed within the last three (3) years and provide the information requested for each column.

| Contract/Project Name | Contract Duration | Client Name | Client Representative | Contact Information (Phone & E-Mail) |
|------------------------------|--------------------------|--------------------|------------------------------|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Section 3: Provide a list of contracts terminated for cause prior to their natural expiration date during the last three (3) years and provide the information requested in each column.

| Client Name | Contact Name | Contact Information (Phone & E-Mail) | Reason for Termination |
|--------------------|---------------------|---|-------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
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ATTACHMENT V
PRE-BID CONFERENCE RESPONSE FORM

A Pre-Bid Conference will not be held regarding this solicitation.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

ATTACHMENT Q
NO BID NOTICE

Vendor/Contractor:

The Office of State Procurement if OSP has solicited your participation in the following Invitation for Bids:

IFB #: _____

Title: _____

If you do not intend to bid, please complete the following and return this notice:

I _____ did not bid on this

IFB/RFP because: (check one or more)

Do not have the necessary equipment, labor and capital required.

Do not have the experience necessary to perform the work.

Unable to get bonding and/or special insurance. Please be specific:

Time for completion is too short.

General Conditions contain requirements which I do not understand.

General Conditions contain requirements with which I disagree. Please explain:

Date: _____

By: _____

(Authorized Representative)

(Company Name)

NOTE: Complete form only if you do not intend to bid. The **Office of State Procurement** is interested in improving its competitive bid process and your comments are important to this endeavor. Thank you for your assistance. **Please email this form to the Procurement Officer indicated on the KEY INFORMATION SUMMARY SHEET (page 2).** Vendors are asked not to submit this form on eMMA.

THIS IS THE END OF THE SOLICITATION