



ANNE ARUNDEL
COUNTY PUBLIC SCHOOLS

2644 Riva Road, Annapolis, MD 21401 | 410-222-5000 · 301-970-8644 (WASH) · 410-222-5500 (TDD) | www.aacps.org

January 20, 2022

Bill Hernandez, Major Account Manager
Cintas Corporation No 2
6800 Cintas Blvd
Mason, OH 45040
hernandezw2@cintas.com

Reference: Solicitation #22CM-142 Uniforms, Purchase

Dear Bill Hernandez:

Your company has been awarded items: 1A, 1B, 2A, 2B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A, 9B, 10A, 10B, 11A, 11B, 12A, 12B, 13A, 13B, 14A, 14B, 15A, 15B, 16A, 16B of the contract for bid 22CM-142 Uniforms, Purchase. A copy of the signed contract is enclosed. If you have any questions, please contact Lindsay Unitas at Lunitas@aacps.org.

Please remember that this contract award does not authorize you to place orders on behalf of AACPS. You may not place orders without a request from an authorized AACPS representative and a signed purchase order, if one is required.

Anne Arundel County Public Schools looks forward to working with your company.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary Jo Childs".

Mary Jo Childs, CPPO, CPCPM
Supervisor of Purchasing

MJC/jc

cc: Lindsay Unitas
Contract File

Anne Arundel County Public Schools
Purchasing Office
2644 Riva Road
Annapolis, Maryland 21401



ANNE ARUNDEL
COUNTY PUBLIC SCHOOLS

Request for Bid #22CM-142

Title: Uniforms, Purchase

Issued: November 12, 2021 Buyer: Lindsay Unitas, lunitas@aacps.org, 410-222-5163

Bid Due Date: Bids are due no later than December 10, 2021 at 1:00 P.M. Eastern Time in the Purchasing Office. The opening is public and shall be conducted in the Bid Room at the above address, however, attendance may be limited due to size. If you would like to attend the bid opening, you will need to register four (4) days before the opening. Please send an email to the buyer and/or purchasing@aacps.org.

NOTE: If the Central Office Building (address above) is closed due to inclement weather, bids shall be due on the next business day that the building is open. The bid opening time remains the same regardless of the opening day. Call 410-222-5000 to determine if the building is closed. **ALSO NOTE:** The closing of schools does not always constitute the closing of the Central Office Building.

NOTE: MINORITY & SMALL BUSINESS ENTERPRISES AND VETERAN-OWNED BUSINESSES ARE ENCOURAGED TO RESPOND TO THIS RFB.

This bid must be signed by a bidder authorized to make a binding commitment for the firm submitting the bid. By submitting a bid in response to this RFB, the bidder selected for award agrees that it shall comply with all federal, State, and local laws, and AACPS policies and regulations applicable to its activities under the resulting contract. Any bidder selected for award, including businesses outside of the State, must comply with registration/verification requirements of the Maryland Department of Assessments and Taxation. www.dat.maryland.gov

Your signature on this page provides AACPS your acknowledgment and acceptance of the terms and conditions contained in the Request for Bids. When this page is executed by an authorized officer of Anne Arundel County Public Schools, these specifications, terms and general conditions, and price bid shall become a legally binding contract between the successful bidder and AACPS.

Name of Bidder: Cintas Corporation No 2

Address: 6800 Cintas Blvd. Mason, OH 45040

Phone: 440.488.5503 Fax: na Email: hernandezw2@cintas.com

Federal ID or Social Security Number:

MDOT MBE Certification #, if any DGS Small Business Registration #, if any:

Web Address: www.cintas.com MD Dept. of Assess. & Taxation:

Date Bid Submitted: 12/10/21 Signature of Bidder: Bill Hernandez

Printed Name and Title: Bill Hernandez Major Account Manager

Accepted by AACPS Supervisor of Purchasing Mylon 1/21/22

Award Limitations: Items 1A, 1B, 2A, 2B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A, 9B, 10A, 10B, 11A, 11B, 12A, 12B, 13A, 13B, 14A, 14B, 15A, 15B, 16A, 16B

TABLE OF CONTENTS

Title Page.....	1
Table of Contents.....	2
General Information.....	3
Checklist.....	8
Qualifications Affidavit.....	9
Specifications.....	13
Insurance.....	20
Mandatory Terms and Conditions.....	22
Bid Work Sheet.....	26
Definitions.....	34
Attachments: Electronic Funds Transfer Request Authorization.....	35
Employee Uniforms and Equipment — Country of Manufacture.....	36
Logos.....	37
Bid/Proposal Affidavit.....	38

Section I: GENERAL INFORMATION

1. GENERAL

The Board of Education of Anne Arundel County, also referred to as Anne Arundel County Public Schools or AACPS, is soliciting competitive sealed bids for all necessary supplies, materials, equipment, labor and supervision required to provide uniforms as more fully described herein. The contract will be a firm, fixed price contract.

Bidders are responsible for reviewing and understanding this solicitation. To that end, prospective bidders may submit questions to the AACPS Buyer named above.

- ☐ Questions must be in writing and submitted via hard-copy or email.
- ☐ Questions must be received in the Purchasing Office by November 23, 2021.
- ☐ Questions received after this date will be answered only if time permits.
- ☐ The Buyer will distribute a written summary of responses to timely-received questions to all prospective bidders known to have received a copy of this RFB.
- ☐ Oral communications are not binding.

2. NO OBLIGATION

This solicitation implies no obligation on the part of AACPS.

3. BID INSTRUCTIONS

Bidders are responsible for properly labeling their bid envelope with the company name, address, bid number and due date. AACPS is not responsible for a bid that may be inadvertently opened before the bid due date unless it is submitted with proper labeling.

Bid Drop Off – Appointments are required for an in-person drop off. To schedule an appointment, vendors should email the Purchasing Office several days before the due date.

purchasing@aacps.org

The Central Office has limited staffing due to COVID 19 restrictions, so please do not attempt to drop off a bid without a confirmed appointment.

Bids may also be submitted electronically. Electronic bid submissions must be done through the AACPS website. When submitting an electronic bid, go to www.aacps.org; then click *Vendors & Contractors/Bid Information/Current Bid Information/Bid Submissions* (in red). The time of receipt is the time the electronic submittal is RECEIVED by Anne Arundel County Public Schools – NOT the time you begin the upload. Please allow additional time for your submission to be fully uploaded. AACPS is not responsible for technical failures that result in a late submission.

4. LATE BIDS

Late bids will not be accepted. It is the sole responsibility of the bidder to ensure that their bid is submitted on or before the bid due date and time specified in the solicitation. Late bids will be refused, returned unopened, or destroyed at the bidder's request.

NOTE: Bids sent next-day delivery via USPS are delivered to the nearest post office – not the

AACPS Central Office. AACPS then retrieves deliveries from the Post Office the next day. Bidders using this USPS shipment method should allow at least one extra business day for delivery to the Central Office.

5. REJECTION/CANCELLATION OF RFB

This solicitation is subject to cancellation when determined by the Supervisor of Purchasing to be in the best interest of AACPS. Additionally, to ensure fair competition and to permit a determination of the lowest responsive bid from a responsible bidder, AACPS may reject bids that include omissions, alterations of form, or that are conditional or irregular in any respect, or reject non-responsible bidders that show a risk of default.

6. PRICE GUARANTEE

The bidder warrants that the bid price shall be effective for a period of not less than 120 days from the date bids are due. NOTE: For the successful bidder, prices shall remain firm over the duration of the contract.

7. EXCEPTIONS

If a bidder takes any exceptions to the terms and conditions of the RFB, a bidder shall notify AACPS in writing not later than ten calendar days (Saturdays and Sundays included) before bids are due.

Failure to take exceptions within the timelines indicated shall be construed by AACPS as full acceptance of the stated terms and conditions.

8. REQUIRED DOCUMENTS

The required documents for this solicitation shall include the signed, original, unaltered solicitation documents including any addenda issued by AACPS, financial statement, completed Qualifications Affidavit, completed Bid Work Sheet, and any other additional documents requested. Failure to do so may result in rejection of the bid. Acceptable documents for compliance with the Financial Statement requirement include bidder's:

- Latest Balance Sheet and Income Statement prepared by an independent accounting firm;
- Annual Report;
- Dun & Bradstreet complete Business Report; or
- Other financial documents determined to be acceptable by the Supervisor of Purchasing.

9. BID WITHDRAWAL

No bid can be withdrawn after it is submitted to AACPS unless the bidder makes a written request to the buyer, before the bid due date, or if the bidder provides clear and convincing evidence that a mistake in the bid calculation has been made *and only then with the approval of the AACPS Supervisor of Purchasing.*

10. COST OF BIDDING

AACPS does not accept responsibility for any expenses incurred in the bid preparation and presentation requirements, if any. Such expenses are the sole responsibility of the bidder.

11. COOPERATIVE PURCHASING CLAUSE

In accordance with State Finance and Procurement Article, Sect. 13-110, Maryland Annotated Code, AACPS reserves the right to extend the terms of any contract resulting from this bid to public bodies, subdivisions, school districts, community colleges, colleges, and universities including nonpublic schools.

The Contractor agrees to notify AACPS of those entities that request to use any contract resulting from this bid and provide usage information to AACPS, if requested.

Anne Arundel County Public Schools assumes no authority, liability, or obligation, on behalf of any other public or non-public entity that may enter into a cooperative agreement associated with the contract resulting from this bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity.

12. PROTESTS

This contract shall be subject to the provision of the Board of Education of Anne Arundel County Policies and Regulation DEC-RA.

13. REGISTRATION

Pursuant to the Corporations and Associations Article of the Annotated Code of Maryland, businesses created in a state other than Maryland may have to register or qualify with the State Department of Assessments and Taxation (SDAT) before doing business in Maryland. Bidders should contact the SDAT directly to determine their registration requirements:

[http://dat.maryland.gov/businesses/Pages/Non-Maryland-\(Foreign\)-Business-Entities.aspx](http://dat.maryland.gov/businesses/Pages/Non-Maryland-(Foreign)-Business-Entities.aspx)

Bidders that are Maryland businesses must be in good standing with the State Department of Assessments and Taxation. Your business status can be verified at <https://egov.maryland.gov/BusinessExpress/EntitySearch>. Out-of-State bidders must be in good standing with their home state authority.

Bidders that fail to comply with these requirements may be rejected as not responsible.

14. COMPETITIVE SEALED BID PROCESS

- ☐ Bidders shall submit all requirements set forth in the RFB.
- ☐ Bidders who wish to mail in or drop off their bid shall submit one paper copy, including all attachments on or before the bid due date and time specified on the title page. Bidders shall also submit one electronic copy of the bid on a flash drive.
- ☐ Any bids received after the date and time specified are considered late and will be rejected on that basis.
- ☐ A bidder may not offer more than one price on each line item.
- ☐ The buyer will review each bid submission for responsiveness. If the bid is determined to be not responsive or the bidder not responsible, the bid will be rejected, and the bidder notified in writing accordingly.
- ☐ AACPS may award contract(s) based on groups, individual line items, lots, or any combination thereof, at the sole option of the AACPS.
- ☐ Recommendation for award will be made to the responsible bidder(s) submitting the lowest responsive bids(s) and represents the best value to Anne Arundel County Public Schools in accordance with Sect. 5-112 of the Education Article, Maryland Annotated Code.

15. ANTI-BRIBERY

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.

16. TAXES

AACPS is exempt from federal excise taxes [52-73-0144K] and State and local sales or use taxes [3000110-2]. Bidders may not include these taxes in their bid price. If a contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the contractor pays Maryland sales tax and exemption does not apply.

17. TOBACCO PRODUCTS

The use of drugs, alcohol, and tobacco products is not permitted on school property. AACPS Board Policy and Regulation GAC-RA and COMAR 13A.02.04 require AACPS to maintain drug, alcohol, and tobacco-free work environments. Failure to comply with this clause is considered a material breach of contract that may result in termination

18. IRREGULARITIES

AACPS reserves the right to waive any minor irregularities in the solicitations or bids. AACPS reserves the right to negotiate or modify any element of the bid to ensure that the best possible arrangements for achieving the stated purpose are obtained.

19. SUBCONTRACTORS

AACPS shall enter into an agreement with the selected Contractor(s) only. The selected Contractor(s) shall be responsible for all services required by this RFB.

20. NON-HIRING OF OFFICIALS AND EMPLOYEES

No official or employee of AACPS whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall during the pendency and term of this contract and while serving as an official or employee of AACPS become or be an employee of the contractor or any entity that is a subcontractor on this contract.

21. SEX OFFENDER NOTIFICATION**A. Registered Sex Offender**

Maryland Law requires sex offenders to register with the local law enforcement agency in the county in which they will reside, work, or attend school. See *Criminal Procedure Article, §11-707, Annotated Code of Maryland*. An AACPS Contractor may not knowingly employ an individual to work at a school if the individual is a registrant. A Contractor violating this Law is guilty of a misdemeanor and may be subject to imprisonment not exceeding five years or a fine not exceeding \$5,000, or both. See *Section 11-722 of the Criminal Procedure Article, Annotated Code of Maryland*.

B. Other Crimes

An AACPS Contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of: Section 3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*; Section 3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*;

An offense under the laws of another state that would constitute a violation of Sections 3-307 or 3-308 of the Criminal Law Article if committed in Maryland;
 Child sexual abuse under Section 3-602 of the Criminal Law Article, Annotated Code of Maryland;
 An offense under the laws of another state that would constitute child sexual abuse under Section 3-602 of the Criminal Law Article if committed in Maryland;
 A crime of violence as defined in Section 14-101 of the Criminal Law Article, Annotated Code of Maryland;
 or
 An offense under the laws of another state that would constitute a crime of violence under Section 14-101 of the Criminal Law Article if committed in Maryland.

See Education Article, §6-113, Annotated Code of Maryland

C. AACPS Contractors shall ensure compliance with the requirements in Sections A and B above for their workforce. Workforce means all of the Contractor's direct employees, subcontractors, and independent Contractors.

D. Violations of any of these provisions may result in immediate termination for cause.

E. Contractor workforce requiring access to any of the AACPS schools located on the secure portion of Fort Meade will require additional background checks conducted by the Installation.

Each Contractor shall screen their workforce to ensure that a Registered Sex Offender does not perform work at a county public school and that a subcontractor and/or independent Contractor conducts screening of its personnel who may work at a school. The term workforce is intended to refer to all the Contractor's direct employees and subcontractors and/or independent Contractors it uses to perform the work. Violations of this provision may cause AACPS to take action against the Contractor up to and including termination of the contract.

22. CONTRACTOR SCREENING OF EMPLOYMENT APPLICANTS HAVING DIRECT CONTACT WITH MINORS

In addition to the requirements of Section 21 above, Contractors shall comply with the requirements of Section 6-113.2 of the Education Article, Maryland Annotated Code, regarding screening of applicants for employment.

23. ACCESS TO PUBLIC RECORDS

Bidder should identify those portions of its bid that it considers confidential, proprietary commercial information, or trade secrets, and provide, upon request, justification why such materials, if requested, should not be disclosed by the AACPS under the Maryland Public Information Act. Bidders are advised that the Supervisor of Purchasing may be required to make an independent determination whether the information may be disclosed.

24. GIFTS

In accordance with Board Policy BAF, contractors are notified that the giving or offering a gift or series of gifts to a Board official or employee is improper and may result in disqualification from future work on the grounds that the donor/bidder is no longer a responsible bidder or vendor. Board officials and employees may not "solicit any gift, or accept any gift or series of gifts exceeding \$20 in value in a calendar year from any person, entity, or employee of an entity that is under the authority of the school system or has or is negotiating a contract with the school system, except where such gifts would not present a conflict of interest as determined by the Board Ethics Panel.

25. eMARYLAND MARKETPLACE ADVANTAGE REGISTRATION

Contractors are required to register on eMaryland Marketplace Advantage at <https://procurement.maryland.gov> within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage. This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland.

26. TIE BIDS

"Tie bids" mean responsive bids from responsible bidders that are identical in price, terms, and conditions. In the event of a tie bid, award shall be made to the in-State business if identical favorable bids are received from an in-State and out-of-State bidder.

If both low bids are from in-State businesses, the award may be made to the in-State low bidder that is an MDOT certified minority business enterprise or State certified small business. If none of the tie-breaking rules apply, a drawing shall be conducted. In addition to the Buyer, an AACPS employee shall also be present to verify the drawing and certify the results on the bid tabulation sheet.

27. CHECKLIST for requirements in your bid response, provided for your convenience:

- a. **Return entire, original RFB document, including title page, bid work sheet, and amendments, if any.** One paper copy and one electronic copy provided on a flash drive is required.
- b. Qualifications Affidavit
- c. Financial Statement
- d. Completed Electronic Funds Transfer Request Authorization

Failure to provide all of the requirements may be cause for rejection of your bid.

This section is intentionally left blank.

Section II: QUALIFICATIONS AFFIDAVIT

Submitted By: Cintas Corporation No 2

AACPS reserves the right to contact additional references not contained in the Affidavit. Information obtained from the references provided herein, and any additional references not listed in this Affidavit, will assist AACPS in making the determination on bidder responsibility. If AACPS, in its sole discretion, determines that a bidder's references are inadequate, AACPS reserves the right to determine a bidder is not responsible which may be cause for rejection of the bid.

Bidder shall have at least five years of experience in providing uniforms (purchased) similar in scope and complexity to those described herein. AACPS may consider the experience of the bidder's key personnel toward the experience requirement.

1. How many years has your firm been in the business of providing similar products/services? _____
92 years of relevant experience

2. List at least three contracts/references similar to the work described herein, which your organization has completed within the last twelve months. (Include company names, school district or government agency, address, and contact person and phone number). * please redact date of substantial completion and Value \$ if awarded contract *

A. Date of Substantial Completion: Jan 2010 through present

Project Description: Safety apparel / FR garments / Polos / Pants / Jackets

Address: 14715 Bristow Road Manassas, VA 20112

Agency or School District: Prince William County Schools

Contact Person: Warren Jenkins

Phone Number: 571.244.0033

Company Name: PWCS

Open Punch List: Yes _____ No ✓

Value: \$ 200,000 annually

B. Date of Substantial Completion: May 2016 through present

Project Description: Safety apparel / FR garments / Polos / Pants / Jackets

Address: 1021 Great Bridge Blvd. Chesapeake, VA 233220

Agency or School District: Chesapeake County Public Schools

Contact Person: Dr. John A. Bailey

Phone Number: 757.592.3742Company Name: CPSOpen Punch List: Yes _____ No ☒Value: \$ 60,000 annually 2005C. Date of Substantial Completion: July ~~2020~~ through presentProject Description: Safety apparel / Uniforms / Polos / Pants / JacketsAddress: PO Box 23120, Henrico, VA 23223Agency or School District: Henrico County Public SchoolsContact Person: Carolyn L. DickensPhone Number: 804.349.2470Company Name: HCPSOpen Punch List: Yes _____ No ☒Value: \$ 50,000 annually

3. List two additional professional references not including those cited above. Provide project name, address, phone, email, and point of contact.

Project Name	Address	Phone	Email	Point of Contact
Univ of Maryland Baltimore County	1000 Hilltop Cir, Baltimore MD 21250	410.455.2101	brilery@umbc.edu	Barry Riley
Stericycle	6770 OAK HALL LN STE 107, Columbia MD 21045	410.796.1500	chad.hebert@stericycle. com	Chad Hebert

Employee Size

Risk Indicator

1R: 10 employees and
over4: Higher than
Average Risk

4. What is your Dunn and Bradstreet Rating? _____

5. How many people does your company presently employ on a:

A. Full-time basis? 45,000

B. Part-time basis? 0

6. Has your organization performed any contract for any unit of the State of Maryland or Anne Arundel County Government over the last five years other than those listed in Section 2? (Please list names, addresses, dates and the government employee responsible for accepting the work).

Yes, Anne Arundel County Public School department. Cintas provided disinfecting and sanitizing product to all 127 school locations

7. Has your company or any of its officers or employees ever been found guilty of any criminal act in regard to the performance of a government contract or subjected to any penalty, termination for cause, or liquidated damages arising out of poor or non-performance? Explain.

No

8. Has your company ever been suspended or debarred from bidding on local, school, state, or federal contracts for any reason? Explain.

No

9. Has your company ever filed for bankruptcy/receivership or any other similar defalcation? Explain.

No

10. Are any officers or employees of your company also employees of Anne Arundel County Public Schools? Do any officers or employees of your company have immediate family members who are employees of Anne Arundel County Public Schools? Explain.

No

The signatory of this form hereby affirms that the information as set forth is accurate, truthful, and complete, to the best of his/her knowledge and belief.

Dated this 15th day of December 2021.

Name of Organization: Cintas Corporation No. 2

By: Bill Hernandez

(Print Name)
Title: Major Account Manager

Section III: SPECIFICATIONS

1. SCOPE

The AACPS is contracting for all labor, supervision, materials, and equipment, necessary to provide uniforms (purchased) in accordance with the attached terms, specifications, and general conditions.

2. CONTRACTOR'S RESPONSIBILITY

2.1 General

Contractor shall furnish and deliver new uniforms as described in the specifications below and in the Bid Work Sheet on an as-needed, as-requested basis. Only new products will be accepted. While a manufacturer's name and model may be provided, it is intended to establish minimum requirements and not exclude any equivalent products deemed acceptable by AACPS.

2.2 Samples

Bidders shall provide a sample of each item bid (in any size), **no later than the Bid opening**. Samples shall be clearly marked with the bid number, company name, and item number from the Bid Work Sheet. Failure to provide samples as specified may be cause for rejection of Bid. Samples shall be sent to:

AACPS
Attn.: Lindsay Unitas
Purchasing Office
2644 Riva Road
Annapolis, MD 21401

Award will be made pending evaluation of proposed samples by AACPS personnel. Unsuccessful bidders shall pick up samples within thirty days of notification by AACPS. Samples not picked up within that time shall be disposed of. Successful bidder's samples shall be retained until all contractual obligations have been met.

2.3 ID Patches

Patches shall be supplied by the Contractor and sewn on the shirts and smocks. Certain items also require silkscreen where indicated. Patches are embroidered or silkscreened and are to be sewn/printed over the left pockets of the shirts and the left breast of the smock. Logistics and Maintenance patches are 2" x 4". Operations patches are 2" x 3". Food and Nutrition Services patches are 3" x 3 1/2" (embroidered) and 3" x 4" (silkscreen).

2.4 Artwork

Artwork for silk-screening shall be provided by AACPS to the successful bidder upon award of contract. Silk-screening colors: white on the dark colored items (navy), blue or black on medium/light colors (grey, white, lime green), and white on the orange colored items.

2.5 Work Uniform Specifications

2.5.1 Item #1 – Jeans

- Color: Blue/Indigo
- Fabric: 100% cotton heavyweight denim

- Sizes: 28-54
 - Construction: Relaxed fit. Traditional rise. Straight or slightly tapered leg to fit over work boots. Front and back pockets. Brass rivets. Belt loops must accommodate work belts.
 - E=Red Kap PD60 or AACPS approved equivalent
- 2.5.2 Item #2 – Painter's Pants
- Color: White
 - Fabric: 100% cotton
 - Sizes: 32-50
 - Construction: Carpenter style. Loose fit. Straight leg to fit over work boots. Front and back/hip pockets. Hammer loop
 - Dickies 1953WH, Red Kap, or AACPS approved equivalent.
- 2.5.3 Item #3 – Slacks/Industrial pants, women's
- Color: Navy blue
 - Fabric: Twill, 65% polyester/35% cotton blend. Color retention and soil release fabric.
 - Sizes: 2-24
 - Construction: Jean-style waistband with button closure. Two front and two hip pockets.
 - Red Kap PT21 or AACPS approved equivalent
- 2.5.4 Item #4 – Trouser/Industrial pants, men's
- Color: Navy blue
 - Fabric: Twill, 65% polyester/35% cotton blend. Color retention and soil release fabric.
 - Sizes: 28-60
 - Construction: Traditional easy fit. Folder-set waistband with button closure. Two front and two hip pockets. Belt loops must accommodate work belts.
 - Red Kap PT20 or AACPS approved equivalent
- 2.5.5 Item #5 – Work shirt, long sleeved
- Color: Light blue
 - Fabric: Twill, 100% cotton, wrinkle resistant
 - Sizes: S-5X
 - Construction: Two-piece collar with sewn-in stays. Seven button front including button at neck. Two button – thru, hex-style pockets with pencil stall on left pocket. AACPS patches are to be sewn over the left pocket.
 - Red Kap SC30 or AACPS approved equivalent
- 2.5.6 Item #6 – Work shirt, short-sleeved
- Color: Light blue
 - Fabric: Twill, 100% cotton, wrinkle resistant
 - Sizes: S-4X
 - Construction: Two-piece collar with sewn-in stays. Seven-button front including button at neck. Two button – thru, hex-style pockets with pencil stall on left pocket. AACPS patches are to be sewn over the left pocket.
 - Red Kap SC40 or AACPS approved equivalent
- 2.5.7 Item #7 – Work shirt, long-sleeved
- Color: Light blue
 - Fabric: Poplin, 65% polyester/35% cotton blend

- Sizes: S-5X
 - Construction: Two-piece lined collar with sewn-in stays. Six-button front including gripper at neck. Two button – thru, hex-style pockets with pencil stall on left pocket. AACPS patches are to be sewn over the left pocket.
 - Red Kap SP14 or AACPS approved equivalent
- 2.5.8 Item #8 – Work shirt, short sleeved
- Color: Light blue
 - 60,000 Fabric: Poplin, 65% polyester/35% cotton blend
 - Sizes: S-5X
 - Construction: Two-piece lined collar with sewn-in stays. Six-button front including gripper at neck. Two button – thru, hex style pockets with pencil stall on left pocket. AACPS patches are to be sewn over the left pocket.
 - Red Kap SP24 or AACPS approved equivalent
- 2.5.9 Item #9 – Shirt, polo style
- Color: Navy blue and royal blue
 - Fabric: 50% cotton/50% polyester
 - Sizes: S-5X
 - Construction: Three-button placket, stitched hemmed bottom, welt-knit collar and cuffs, moisture-wicking fabric. AACPS logo on left front shall be silk-screened.
 - Gildan G880 or AACPS approved equivalent
- 2.5.10 Item #10 – Smock, women's, short-sleeved, utility
- Color: Light blue and royal blue
 - Fabric: Blend, polyester/cotton, washable, permanent press
 - Sizes: S-4X
 - Construction: Full cut, $\frac{3}{4}$ length sleeves, lined and notched lay-down lapel, two lower patch pockets, front darts, yoke back with inverted pleat, short sleeve. AACPS packages are to be sewn over the left pocket.
 - Red Kap TP23 or AACPS approved equivalent
- 2.5.11 Item #11 – Sweatshirt
- Color: Navy blue and royal blue
 - Fabric: Fleece, pill-resistant, 50% cotton/50% polyester
 - Sizes: S-4X
 - Construction: High stitch density, two-needle cover stitching on collar, armholes, and waistband. Rib cuffs on collar, armholes, and waistband. AACPS logo on left and front shall be silk-screened.
 - Jerzees 4662 or AACPS approved equivalent
- 2.5.12 Item #12 – Tee shirt, short sleeved with pocket
- Color: Navy blue
 - Fabric: 100% cotton
 - Sizes: S-4X
 - Construction: Double-needle stitching throughout, 5-point left-chest pocket, $\frac{7}{8}$ " AACPS logo on left front shall be silk-screened.
 - Gildan G230 or AACPS approved equivalent
- 2.5.13 Item #13 – Tee shirt, long sleeved
- Color: Navy blue, royal blue grey, white, lime green
 - Fabric: 50% cotton/50% polyester, moisture wicking

- Sizes: S-3X
- Construction: Double-needle stitching throughout, seamless collar, ribbed cuffs. AACPS logo on left front shall be silk-screened.
- Gildan G480 or AACPS approved equivalent
- 2.5.14 Item #14 – Tee shirt, short sleeved with pocket
 - Color: Navy blue, grey, white
 - Fabric: 50% cotton/50% polyester, moisture wicking
 - Sizes: S-3X
 - Construction: Double-needle stitching throughout, seamless collar, 5-point left chest pocket. AACPS logo on left front shall be silk-screened.
 - Gildan G830 or AACPS approved equivalent
- 2.5.15 Item #15 – Tee shirt, performance, long sleeved
 - Color: Navy blue, royal blue, dark grey, white
 - Fabric: 100% microfiber performance polyester, wrinkle resistant
 - Sizes: S-3X
 - Construction: Moisture wicking, self-fabric neck and cuffs, raglan shoulder with inset sleeves, double needle hemmed neck, sleeves and bottom, tagless label. AACPS logo on left front shall be silk-screened.
 - Paragon 210 or AACPS approved equivalent
- 2.5.16 Item #16 – Tee shirt, performance, short sleeved
 - Color: Navy blue, royal blue, dark grey, white
 - Fabric: 100% microfiber performance polyester
 - Sizes: S-3X
 - Construction: Moisture wicking, self-fabric neck and cuffs, raglan shoulder with inset sleeves, double needle hemmed neck, sleeves and bottom, tagless label. AACPS logo on left front shall be silk-screened.
 - Paragon 200 or AACPS approved equivalent
- 2.5.17 Item #17 – Patches (samples attached)
 - Attaching of patches is to be included in the unit price of the shirts and smocks. Patches shall be attached in accordance with Section 2.3 of the specifications.
 - Colors:
 - Operations: White background, red trim, red letters
- 2.5.18 Item #18 – Scrub Pants (for Food/Nutrition employees)
 - Color: Black
 - Fabric: Blend 65% polyester/35% cotton, easy care
 - Sizes XS-5X
 - Construction: Full elastic waistband, 8 pockets, bungee loop
 - WonderWinks brand/Origins collection/Quebec model/Lady Fit # 5016 (BLK). No substitutions
- 2.5.19 Item #19 – Visor (for Food/Nutrition employees)
 - Color: Solid black
 - Fabric: Performance material
 - Construction: Low profile, performance material, Velcro (hook & loop) closure
- 2.5.20 Item #20 – Tee shirt, short sleeved
 - Color: Orange, royal blue
 - Fabric: 100% cotton

- Sizes: Woman's XS-XL, Men's M-XXL
- Construction: Double-needle stitching throughout, seamless collar, 5-point
- 2.5.21 Item #21 – Tee shirt, short sleeved
 - Color: Orange, royal blue
 - Fabric: 50% cotton/50% polyester
 - Sizes: Women's XS-XL, Men's M-XXL
 - Construction: Double-needle stitching throughout, seamless collar, 5-point
- 2.5.22 Item #22 – Shirt, polo
 - Color: Orange, royal blue
 - Fabric: 100% performance polyester
 - Sizes: Women's S-5X, Men's M-5X
 - Construction: Three-button placket, stitched hemmed bottom, welt-knit collar and cuffs, performance polyester fabric. AACPS logo on left front shall be silk-screened or embroidered

2.6 F.O.B. Destination

All contract pricing shall include shipping. If shipping costs are not shown separately, the parties agree that shipping costs are included in the total price to the AACPS.

2.7 Delivery

Bidders shall state, on the Price Proposal Worksheet, the number of calendar days required to deliver the products to the ordering AACPS location following receipt of an AACPS authorized order.

Deliveries shall be made to:

Anne Arundel County Public Schools
Attn.: Keith Conley
9034 Fort Smallwood Road
Pasadena, MD 21122
443-770-5212

Anne Arundel County Public Schools
Attn.: Jodi Risse
2666 Riva Road
Annapolis, MD 21401
410-222-5900

Delivery shall be within 30 calendar days after receipt of authorized AACPS order. When delivery is not made within the specified time frame, AACPS reserves the right to purchase the items elsewhere and deduct any additional costs incurred from monies due or which may become due the Contractor. Delivery hours shall be from 8:00 A.M. to 2:00 P.M. daily. No Saturday, Sunday, or school holiday deliveries shall be accepted. Vendors are encouraged to visit the AACPS website, www.aacps.org to become familiar with scheduled and non-scheduled closings. Drop shipments to various locations may be requested on occasion and shall be coordinated with Warehouse personnel.

2.8 Fort George G. Meade United States Army Installation Restricted Entry:

All contractors conducting legitimate business on behalf of Anne Arundel County Public Schools, **on the secure portion of the Fort George G. Meade United States Army Installation** (Installation), must obtain the necessary access credentials prior to attempting entry. **NO EXCEPTIONS.**

The following schools are located on the secure portion of the Installation which require the contractor to obtain the necessary access pass. Access to these schools is through the Reese Road gate inspection station.

Manor View Elementary
Pershing Hill Elementary
West Meade Early Education Center
MacArthur Middle School

Note: Meade High School, Meade Middle School and Meade Heights Elementary are not located on the secure portion of the Installation and may be visited without an access pass and do not require entry through the Reese Road gate inspection station.

The contractor will need to submit to a background check conducted by the Installation to obtain the needed access pass. To begin this process contact AACPS, Office of Investigations, Debbie Jones, at dajones2@aacps.org and request a Fort George G. Meade Installation Access Request form (Form 191). If there are any questions call (410) 222-5287. Once the access form is completed and approved by AACPS you will then need to present it, along with the required identification documentation, to the Installation's Demps Visitor Control Center at:

Demps Visitor Control Center
902 Reece Road
7:30 a.m. to 4:00 p.m., Monday through Friday
(301) 677-1064 or (301) 677-1065

Contractor personnel must submit a Form 191 and present two forms of identification in original form and shall be neither expired nor cancelled in order to obtain access (or when necessary an ID badge):

- 1) A State-issued identification card (e.g. driver's license) with picture and Real ID Act 2005 compliant;
- 2) Original social security card (photocopy not acceptable); and
- 3) Original birth certificate or passport as proof of citizenship. Contractor personnel who are not U.S. citizens will be required to provide immigration documentation.

Go to the following link for further information on access requirements:
<https://home.army.mil/meade/index.php/about/visitor-information>

Contractors are responsible for ensuring their employees, subcontractors, and agents have the necessary credentials to access the Installation.

2.5 Confidentiality

Contractor shall ensure the complete confidentiality of any and all information provided by AACPS and gathered and developed by Contractor in the performance of this Contract. The material gathered, used and developed shall not be provided to any other party without the expressed written approval of the Supervisor of Purchasing.

3. AACPS RESPONSIBILITIES

3.1 Access to the Premises

AACPS will provide access to applicable AACPS Locations, Monday through Friday 8:00 A.M. to 2:00 P.M. Eastern Time on days AACPS is open for business. Vendors are welcome to visit our website at www.aacps.org for school holidays and other school closings.

3.2 Inspection of Services and Testing of Supplies and Services

The Contractor shall provide and maintain an inspection system acceptable to the AACPS covering the supplies/services under this solicitation/contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the AACPS during contract performance and for as long afterwards as the contract requires.

The AACPS has the right to inspect and test all materials/services in accordance with the solicitation/contract, to the extent practicable at all times and places during the term of the contract. The AACPS shall perform inspections and tests in a manner that will not unduly delay the work.

If the AACPS performs inspections or tests on the premises of the Contractor or a Subcontractor, the Contractor shall furnish, and shall require Subcontractor to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(1) No inspector other than the Supervisor of Purchasing may change any provision of the specifications or the contract without written authorization. The presence or absence of an inspector does not relieve the Contractor or Subcontractor from any requirements of the contract.

(2) Location. When an inspection is made in the plant or place of business of a Contractor or Subcontractor, the Contractor or Subcontractor shall provide, without charge, all reasonable facilities and assistance for the safety and convenience of the person or persons performing the inspection or testing.

(3) Time. Inspection or testing of supplies and services performed at the plant or place of business of any Contractor or Subcontractor shall be performed at reasonable times.

If any of the materials/services do not conform to solicitation/contract requirements, the AACPS may require the Contractor to perform the services again in conformity with contract requirements, the AACPS may:

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

If the Contractor fails to cure any defect or ensure future performance in conformity with contract requirements, the AACPS may:

(1) By contract or otherwise, acquire the supplies/services and charge to the Contractor any cost incurred by the AACPS that is directly related to the acquisition of such material/service; and

(2) Terminate the contract for default.

4. QUANTITIES

AACPS reserves the right to increase or decrease quantities as required. Quantities are approximate and unit prices bid shall apply regardless of any increase or decrease in the estimated quantities shown herein.

5. DURATION OF CONTRACT

Once awarded, the contract shall remain in force and effect for a period not to exceed two years from the date of award. Upon completion of this initial term, AACPS reserves the right to rebid or, at its sole option, to extend this contract for two, one-year periods at the same pricing, terms, and conditions.

6. INSURANCE REQUIREMENTS

Unless otherwise specified in this RFB, the Contractor shall be required to purchase and maintain during the life of the Contract, commercial general liability insurance, business automobile liability insurance, and workers' compensation insurance with limits of not less than those set forth below. The Contractor shall require similar coverage from any of its subcontractors.

Commercial General Liability

At least \$1,000,000 combined single limit coverage written on an occurrence basis covering all premises and operations and including Personal Injury, Independent Contractor, Contractual Liability and Products and Completed Operations. The general aggregate limit is to apply per project. On all Commercial General Liability Insurance policies the Board of Education of Anne Arundel County (the BOARD) AKA Anne Arundel County Public Schools (AACPS) and all AACPS parties, administrators, executives, employees and volunteers shall be named as an additional insured, which shall be shown on the insurance certificates furnished to AACPS under this Section.

Business Automobile Liability Insurance

At least \$1,000,000 Combined Single Limit any one accident to include owned, non-owned, and hired vehicles.

Workers' Compensation Insurance

Statutory benefits as required by Maryland law and/or, when required, the U.S. Longshoremen's and Harbor Workers' Compensation Act including standard Other States coverage; Employers' Liability coverage with limits of at least \$100,000 each accident/\$100,000 each employee disease/\$500,000 disease policy limit.

The Contractor shall provide AACPS with a Certificate of Insurance evidencing the coverage required above within 10 days of the date of the notice of award. While under contract if the Contractor receives an insurer's non-renewal or cancellation notice the Contractor shall send a copy within two business days of its receipt to the AACPS Purchasing Office. The Contractor, if requested by AACPS, shall provide certified true copies of any, or all, insurance policies.

Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in any resulting Contract or for which the Contractor may be liable by law or otherwise.

Failure to provide and continue in force such insurance as required herein shall be deemed a material breach of any resulting Contract and shall operate as an immediate termination thereof.

7. WAIVER OF SUBROGATION

To the fullest extent permitted by law, the Contractor and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the AACPS Parties, including the Board of Education of Anne Arundel County (the Board), administrators, executives, employees or volunteers for any and all claims, liability, loss, damage, costs or expense (including attorney's fees) arising out of the services provided by Contractor under this Contract. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, consultants, agents and employees. The Contractor shall advise its insurers of the foregoing and such insurance shall waive any right of subrogation by endorsement or otherwise.

Section IV: MANDATORY TERMS AND CONDITIONS

The following are mandatory terms and conditions to be included in all contracts.

1. COMPLIANCE WITH LAWS

The Contractor hereby affirms:

- 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

2. RETENTION OF RECORDS

The Contractor shall retain and maintain all records and documents relating to this contract for five (5) years after final payment by the AACPS hereunder or any applicable statute of limitation, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the AACPS, including the Supervisor of Purchasing or the Supervisor of Purchasing's designee, at all reasonable time.

3. TERMINATION

3.1 TERMINATION FOR DEFAULT

Should a Contractor fail to perform fully, faithfully and promptly any obligation owed to AACPS under this contract, then AACPS may, at its election, consider the breach material and, notwithstanding any requirement of notice, terminate the contract in its entirety. Failure on the part of the Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Contractor is not entitled to recover any cost incurred by the Contractor up to the date of termination. Such termination, or failure to terminate, by AACPS shall not be construed as a waiver of any other right or remedy afforded by law or by agreement between the parties which AACPS may have against Contractor. No failure of AACPS to utilize a remedy afforded by law or contract upon any breach by Contractor shall be construed as a waiver of the right to insist upon full, prompt and faithful performance of the particular obligation, and all other obligations of Contractor in the future.

3.2 TERMINATION FOR CONVENIENCE

The performance of work under this contract may be terminated by AACPS in accordance with this clause in whole, or from time to time in part, whenever AACPS shall determine that such termination is in the best interest of AACPS. AACPS shall pay all reasonable costs associated with the contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the contract; provided, however, that the Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

3.3 NONAVAILABILITY OF FUNDING

If the County Council 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 shall not affect either AACPS's rights or the Contractor's rights under any termination clause in this contract. The effect of termination of the contract hereunder shall be to discharge both the Contractor and AACPS from future performance of the contract, but not from their rights and obligations existing at the time of termination.

4. MARYLAND LAW PREVAILS

The law of Maryland shall govern the interpretation and enforcement of this Contract.

5. ASSIGNMENT

Contractor may not assign this contract to successors, associated companies, or any other parties for any reason without written approval of AACPS.

6. PAYMENT

Subject to the performance of the work and its acceptance by the AACPS, contractor may invoice the AACPS for all appropriate charges for services performed during the billing period. All such charges shall be derived in accordance with the prices originally bid on the BID WORK SHEET, found in Section V attached hereto and made a part hereof. In the event that contractor is not in default of any of the contract terms and conditions, then AACPS shall cause said invoice to be timely paid.

Contractor agrees to include on the face of all invoices billed to the AACPS, its Taxpayer Identification Number, which is the Social Security Number for individuals and sole proprietors and the Federal

Employer Identification Number for all other types of organizations, and the purchasing document number; such as the purchase order.

6.1 Payments by EFT

By submitting a response to this solicitation, the Bidder agrees to accept payments by electronic funds transfer, unless the AACPS Supervisor of Purchasing grants an exemption. Unless previously registered, the selected Bidder shall register using the form titled, *Electronic Funds Transfer Request Authorization*, included as an Attachment to this RFB. The original, completed EFT form should be sent to the Buyer.

6.2 Payments by Procurement Card

When appropriate, AACPS reserves the right to use the AACPS procurement card for the payment of supplies or services listed in the Contract in lieu of issuing a purchase order. No procurement card transaction shall take place without the written authorization of the cardholder indicating the order for the supplies or services. The Contractor may process a payment in the credit card network ONLY upon shipment of supplies or performance of the services ordered by the cardholder. For partial shipments or performance, the Contractor may process a payment ONLY for the amount shipped or completed and NOT for the entire amount ordered by the cardholder. Upon shipment or completion of the remaining order, the Contractor may process a payment request to the credit card network for the remainder of the order. ***The Contractor may not charge AACPS for any fees related to the use of the procurement card above their bid prices.***

7. INDEMNIFICATION OF ANNE ARUNDEL COUNTY PUBLIC SCHOOLS

To the fullest extent permitted by law the Contractor shall indemnify and save harmless the AACPS Parties, including its Board of Education, administrators, executives, employees and volunteers, against and from all suits, actions, claims, demands, damages, losses, expenses and/or costs of every kind and description to which the AACPS may be subjected or put, including but not exclusively so, by reason of injury (including death) to persons or damage to property, in any way resulting from Contractor's performance of the work specified herein or performed under this contract, or any part thereof, or by or on account of any act or omission of the Contractor, its agents or employees, whether such suits, actions, claims, demands, damages, losses, expenses and/or costs be against, suffered or sustained by the AACPS Parties, including its Board of Education, administrators, executives, employees and volunteers, or be against, suffered or sustained by other corporations and persons to whom the AACPS Parties, including its Board of Education, administrators, executives, employees and volunteers, may become liable therefore, except that Contractor shall not indemnify and save harmless the AACPS Parties, including its Board of Education, administrators, executives, employees and volunteers, against and from all suits, actions, claims, demands, damages, losses, expenses and/or costs arising from or due to the negligence of the AACPS Parties, including its Board of Education, administrators, executives, employees and volunteers. The whole, or so much of the moneys due, or to become due the Contractor under the contract, as may be considered necessary by the Supervisor of Purchasing, may be retained by the AACPS until such suits or claims for damages shall have been settled, or otherwise disposed of, and satisfactory evidence to that effect furnished to the Supervisor of Purchasing.

8. CODE OF ETHICS

This solicitation is governed by the Board of Education of Anne Arundel County Vendor Relations Policy DEC and Vendor Relations Administrative Regulation DEC-RA. Also, in accordance with the Board's

Ethics and Conflict of Interest Policy BAF, if an AACPS employee has a financial interest in a company, that company may not submit a bid for an AACPS contract.

9. HIRING OF AACPS EMPLOYEES

The Board of Education of Anne Arundel County Policy BAF provides, in part, that an AACPS employee *may not own or have a financial interest in* an entity that has negotiated or entered into a contract with the School System or Board.

The Board Policy can be found in its entirety at <https://aacpsschools.org/boardpolicies/wp-content/uploads/bsk-pdf-manager/2020/12/FINAL-BAF-Ethics-and-Conflict-of-Interest-2019.pdf>

10. DISPUTES

This contract shall be subject to the provision of the Board of Education of Anne Arundel County Policies and Regulation DEC-RA. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the Supervisor of Purchasing's decision

11. REGULATIONS

The policies established by the Board of Education of Anne Arundel County and administration regulations in effect on the date of execution of this Contract are applicable to this Contract.

12. WAIVER

No provision of these Contract Documents shall be deemed to have been waived unless such waiver is in writing. Any waiver shall extend to the particular case only and only in the manner specified and shall not be construed in any way to be a waiver of any further or other rights in the same or different

circumstances.

13. NON-DISCRIMINATION CLAUSE

Anne Arundel County Public Schools prohibits discrimination in matters affecting employment or in providing access to programs on the basis of actual or perceived race, color, religion, national origin, sex, age, marital status, sexual orientation, genetic information, gender identity, or disability.

14. MODIFICATIONS AND AMENDMENTS

Modifications to this Contract may be made only with the written agreement of both parties unless an express unilateral right is identified herein.

15. FORCE MAJEURE

Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, pandemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. AACPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. AACPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against AACPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure as defined herein.

Section V: BID WORK SHEET

Bidder: Cintas Corporation No 2

Bid prices shall be submitted as follows and shall include all costs associated with the performance of this RFB. This includes, but is not limited to salaries/wages, materials, equipment, transportation, overhead, taxes, profit and any other related costs:

NOTE: Amendments to solicitations that may affect pricing often occur before bid opening. It is the bidder's sole responsibility to obtain amendments once they have been posted.

The use of brand names shall be interpreted as follows:

1. Brand names used with the "or equivalent" clause are intended to be descriptive and not restrictive. Bids may be considered on models or brands or products of manufacturers other than those specified provided the documentation or samples required are provided with your response.
2. Brand names that do not use the words "or equivalent" after them are to be considered the only brands acceptable to AACPS.

Country of Origin/Manufacture must be listed.

AACPS retains the sole right to determine when an equivalent is acceptable.

The quantities listed below are estimates for evaluation purposes only unless otherwise stated herein.

GROUP 1				
Logistics/Maintenance/Operations				
	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	TOTAL PRICE
1	Jeans, 100% cotton; Red Kap PD60 or AACPS approved equivalent			
1a.	Regular size 28-44 waist	60	\$13.66	\$819.60
1b.	Extended sizes 46-54 waist Sizes available: _____	20	\$13.66	\$279.80
1c.	Proposed product: Red Kap PD60 Item 1			
1d.	Country of Manufacture: Imported			

CONTRACTOR:

	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	TOTAL PRICE
2	Pants, painters, white canvas, 100% cotton; Dickies 1953WH, Red Kap, or AACPS approved equivalent			
2a.	Regular size 32-48 waist	125	\$17.88	\$2,235
2b.	Extended sizes N/A Sizes available _____	25	\$17.88	\$447
2c.	Proposed product: 1953 WH Dickies *sample not available until December 21,2021*			
2d.	Country of Manufacture: Imported			
3	Slacks, women's, navy blue, twill blend; Red Kap PT21 or AACPS approved equivalent			
3a.	Regular size 02-20	25	\$14.51	\$362.75
3b.	Extended sizes 22-36 Sizes available _____	25	\$14.51	\$362.75
3c.	Proposed product: Red Kap PT21			
3d.	Country of Manufacture: Imported			
4	Trousers, men's, navy blue, twill blend; Red Kap PT20 or AACPS approved equivalent			
4a.	Regular size 28-40 waist	500	\$11.33	\$5,665
4b.	Extended sizes 40-60 waist Sizes available _____	200	\$11.33	\$2266
4c.	Proposed product: Red Kap PT20			
4d.	Country of Manufacture: Imported			
5	Shirt, long sleeved, light blue, 100% cotton; Red Kap SC30 or AACPS approved equivalent			
5a.	Regular size (S-XL) S-XL	50	\$12.46	\$623

5b.	Extended sizes Sizes available <u>2XL-5XL</u>	25	\$12.46	\$311.50
5c.	Proposed product: Red Kap SC30			
5d.	Country of Manufacture: Imported			
CONTRACTOR:				
	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	TOTAL PRICE
6	Shirt, short sleeved, light blue, 100% cotton; Red Kap SC40 or AACPS approved equivalent			
6a.	Regular size (S-XL) S-XL	50	\$11.26	\$563
6b.	Extended sizes Sizes available <u>2XL-5XL</u>	25	\$11.26	\$281
6c.	Proposed product: Red Kap SC40			
6d.	Country of Manufacture: Imported			
7	Shirt, long sleeved, light blue, cotton blend; Red Kap SP14 or AACPS approved equivalent			
7a.	Regular size (S-XL) S-XL	1000	\$9.05	\$9,050
7b.	Extended sizes Sizes available <u>2XL-5XL</u>	300	\$9.05	\$2,715
7c.	Proposed product: Red Kap SP14			
7d.	Country of Manufacture: Imported			
8	Shirt, short sleeved, light blue, cotton blend; Red Kap SP24 or AACPS approved equivalent			
8a.	Regular size (S-XL) S-XL	850	\$7.45	\$6,332.50
8b.	Extended sizes Sizes available <u>2XL-5XL</u>	300	\$7.45	\$2,235
8c.	Proposed product: Red Kap SP24			
8d.	Country of Manufacture: Imported			

9	Shirt, polo style, navy blue, 50/50 blend; Gildan G880 or AACPS approved equivalent			
9a.	Regular size (S-XL) S-XL	600	\$8.21	\$4,926
9b.	Extended sizes 2XL-5XL Sizes available _____	300	\$8.21	\$2,463
9c.	Proposed product: Gildan 8800			
9d.	Country of Manufacture: Imported			
CONTRACTOR:				
	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	TOTAL PRICE
10	Smock, utility, womens, light blue, poplin blend; Red Kap TP23 or AACPS approved equivalent			
10a.	Regular size (S-XL) S-XL	300	\$10.40	\$3,120
10b.	Extended sizes 2XL-5XL Sizes available _____	50	\$10.40	\$520
10c.	Proposed product: Red Kap TP23			
10d.	Country of Manufacture: Imported			
11	Sweatshirt, 50/50 blend, navy blue; Jerzees 4662 or AACPS approved equivalent			
11a.	Regular size (S-XL) S-XL	650	\$13.05	\$8,482.50
11b.	Extended sizes 2XL-4XL Sizes available _____	400	\$13.05	\$5,220
11c.	Proposed product: Port & Company PC90			
11d.	Country of Manufacture: Imported			
12	Tee shirt, short sleeved, pocket, 100% cotton, navy; Gildan G230 or AACPS approved equivalent			
12a.	Regular size (S-XL) S-XL	100	\$9.30	\$930
12b.	Extended sizes 2XL-4XL Sizes available _____	75	\$9.30	\$930

12c.	Proposed product: Gildan 2300			
12d.	Country of Manufacture: Imported			
13	Tee shirt, long sleeved, 50/50, navy, grey, white, lime green; Gildan G840 or AACPS approved equivalent			
13a.	Regular size (S-XL) S-XL	650	\$7.33	\$4,398
13b.	Extended sizes 2XL-4XL Sizes available _____	250	\$7.33	\$1,832.50
13c.	Proposed product: Port & Company PC55 LS			
13d.	Country of Manufacture: Imported			
CONTRACTOR:				
	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	TOTAL PRICE
14	Tee shirt, short sleeved, 50/50, navy, grey, white; Gildan G830 or AACPS approved equivalent			
14a.	Regular size (S-XL) S-XL	650	\$6.72	\$4,368
14b.	Extended sizes 2X-3XL Sizes available _____	250	\$6.72	\$1,680
14c.	Proposed product: Gildan 8300			
14d.	Country of Manufacture: Imported			
15	Tee shirt, performance, long sleeved, navy blue, dark grey, white; Paragon 210 or AACPS approved equivalent			
15a.	Regular size (S-XL) S-XL	100	\$8.36	\$836
15b.	Extended sizes 2X-3XL Sizes available _____	25	\$8.36	\$209
15c.	Proposed product: Sports Tek ST420 LS			
15d.	Country of Manufacture: Imported			

16	Tee shirt, performance, short sleeved, navy blue, dark grey, white; Paragon 200 or AACPS approved equivalent			
16a.	Regular size (S-XL) S-XL	100	\$7.61	\$761
16b.	Extended sizes Sizes available 2XL-4XL	25	\$7.61	\$190.25
16c.	Proposed product: Sports Tek ST420 SS			
16d.	Country of Manufacture: Imported			
17	Patches			
17a.	Operations, 2" x 3"	200	\$3	\$600

	CONTRACTOR:			
	GROUP 2			
	Food & Nutrition Services			
	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	TOTAL PRICE
18	Scrub Pants, black, 8-pocket, cargo style, full elastic waistband, 65/35 poly/cotton blend; WonderWinks brand/Origins collection/Quebec model/Lady Fit #5016(BLK). No substitutions.			
18a.	Regular size (XS-XL) S-XL	1500	\$16.04	\$24,060
18b.	Extended sizes Sizes available 2XL-5XL	300	\$16.04	\$4,812
19	Visor, solid black, low profile, performance material, Velcro (hook & loop) closure			
19a.	Regular size	1575	\$3.99	\$6,284.25
19b.	Proposed product:	Sports Tek STC27		
19c.	Country of Manufacture:	Imported		
20	Tee shirt, 100% cotton, short sleeved, orange, royal blue			
20a.	Regular size (Woman's XS-XL) (Men's M-XXL) XS-XL	2625	\$9	\$23,625
20b.	Extended sizes Sizes available 2XL-5XL	300	\$9	\$2,700
20c.	Proposed product:	Gildan 2000	*Sample: Refer to item 12, same fabrication. No Pocket*	
20d.	Country of Manufacture:	Imported		
21	Tee shirt, 50% cotton, 50% polyester, short sleeved, orange, royal blue			
21a.	Regular size (Woman's XS-XL) (Men's M-XXL)	2625	\$8.55	\$22,443.75

21b.	Extended sizes Sizes available 2XL-6XL	300	\$8.55	\$2,565
21c.	Proposed product:	Gildan 8000	*Sample: Refer to item 14. Same fabrication. No pocket*	
21d.	Country of Manufacture:	Imported		
22	Shirt, polo style, orange, royal blue, 100% performance polyester			
22a.	Regular size (Woman's S-XL) Men's (M-XL) XS- XL	2625	\$12.18	\$31,972.50
22b.	Extended sizes Sizes available 2XL-6XL	300	\$12.18	\$3,654
22c.	Proposed product:	Port Authority	K540 Men's	L540 Ladies'
22d.	Country of Manufacture:	Imported		

TOTAL \$ 198,131.65

GRAND TOTAL X 2 YEARS \$ 396,263.30

Price Bid Compiled by: Amber Boyce
(Signature)

Amber Boyce

(Print Name of Individual Signing Form)

* upon request, cintas can build website to support listed items above

DEFINITIONS

- (1) **"Day"**: Calendar day unless otherwise indicated
- (2) **"Equivalent Item"**: An item of equipment, material, or supply, the quality, design, or performance characteristics of which are functionally equal or superior to an item specified in a solicitation.
- (3) **"Responsible Bidder"**: One who is capable financially and competent to complete the job for which he is bidding. A responsible bidder is one who is not only financially responsible, but who is possessed of a judgement, skill, ability, capacity and integrity requisite and necessary to perform a public contract according to its terms.
- (4) **"Responsive Bid"**: A bid submitted in response to a request for bids that conforms in all material respects to the requirements contained in the request for bids.

Attachment A

21.11.14.02

.02 Employee Uniforms and Equipment — Country of Manufacture.

A. In this regulation, the following terms have the meanings indicated.

B. Terms Defined.

(1) "Reasonably available quantities" means at least 90 percent of the items procured by the public employer are available within the employer's delivery schedule.

(2) "Substantially less quality" means not in compliance with applicable safety and durability standards.

(3) "Unreasonable amount" means more than 5 percent over the lowest bid offering items manufactured outside the United States.

C. A public employer may not knowingly buy, furnish, or require an employee to buy or acquire for use while on duty the following items if those items are manufactured outside of the United States:

(1) A uniform or any other item of apparel, the selection of which is not within the employee's discretion except for the proper size of the item; or

(2) Safety equipment and protective accessories.

D. A public employer may buy, furnish, or require an employee to buy or acquire for use while on duty the items listed in §C of this regulation that are manufactured outside of the United States if:

(1) The items or similar items are not manufactured or available for purchase in the United States;

(2) The items or similar items are not manufactured or available for purchase in the United States in reasonably available quantities;

(3) The price of the items or similar items manufactured in the United States exceeds the price of similar, available items that are not manufactured in the United States by an unreasonable amount; or

(4) The quality of the items or similar items manufactured in the United States is of substantially less quality than comparably priced, similar and available items not manufactured in the United States.

E. In each bid or proposal subject to the requirements of this regulation, a bidder or offeror shall certify to the public employer whether the offered items are manufactured in the United States. If a bid or proposal offers items that are manufactured in the United States and outside the United States, the bid or proposal shall distinguish which items are manufactured in the United States.

Attachment B

**ANNE ARUNDEL
COUNTY
PUBLIC SCHOOLS
OPERATIONS**

**ANNE ARUNDEL COUNTY
PUBLIC SCHOOLS
MAINTENANCE**

**ANNE ARUNDEL COUNTY
PUBLIC SCHOOLS
LOGISTICS**



Exhibit 1
BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, (print name) Bill Hernandez possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

- (1) Corporation — ☒ domestic or ☐ foreign;
- (2) Limited Liability Company — ☐ domestic or ☐ foreign;
- (3) Partnership — ☐ domestic or ☐ foreign;
- (4) Statutory Trust — ☐ domestic or ☐ foreign;
- (5) ☐ Sole Proprietorship

and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: F05822580 Address: 6800 Cintas Blvd. Mason, OH 45040

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____

C. EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the following requirements of Section 11-722 of the Criminal Procedure Article, and Section 6-113 of the Education Article, Annotated Code of Maryland:

- A. Maryland Law requires sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. **An AACPS contractor may not knowingly employ an individual to work at a school if the individual is a registrant.** A contractor violating this Law is guilty of a misdemeanor and may be subject to imprisonment not exceeding five years or a fine not exceeding \$5,000, or both.

See Section 11-722 of the Criminal Procedure Article, Annotated Code of Maryland.

- B. An AACPS contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of:
- 8) Section 3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*;
 - 9) Section 3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*;
 - 10) An offense under the laws of another state that would constitute a violation of Sections 3-307 or 3-308 of the Criminal Law Article if committed in Maryland;
 - 11) Child sexual abuse under Section 3-602 of the Criminal Law Article, Annotated Code of Maryland;
 - 12) An offense under the laws of another state that would constitute child sexual abuse under Section 3-602 of the Criminal Law Article if committed in Maryland;
 - 13) A crime of violence as defined in Section 14-101 of the Criminal Law Article, Annotated Code of Maryland; or
 - 14) An offense under the laws of another state that would constitute a crime of violence under Section 14-101 of the Criminal Law Article if committed in Maryland.

See Section 6-113 of the Education Article, Annotated Code of Maryland

Violations of any of these provisions may result in immediate termination for cause.

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.

By: Bill Hernandez (printed
name of Authorized Representative and affiant)

Bill Hernandez
(signature of Authorized Representative and affiant)

Date: 12/15/2021