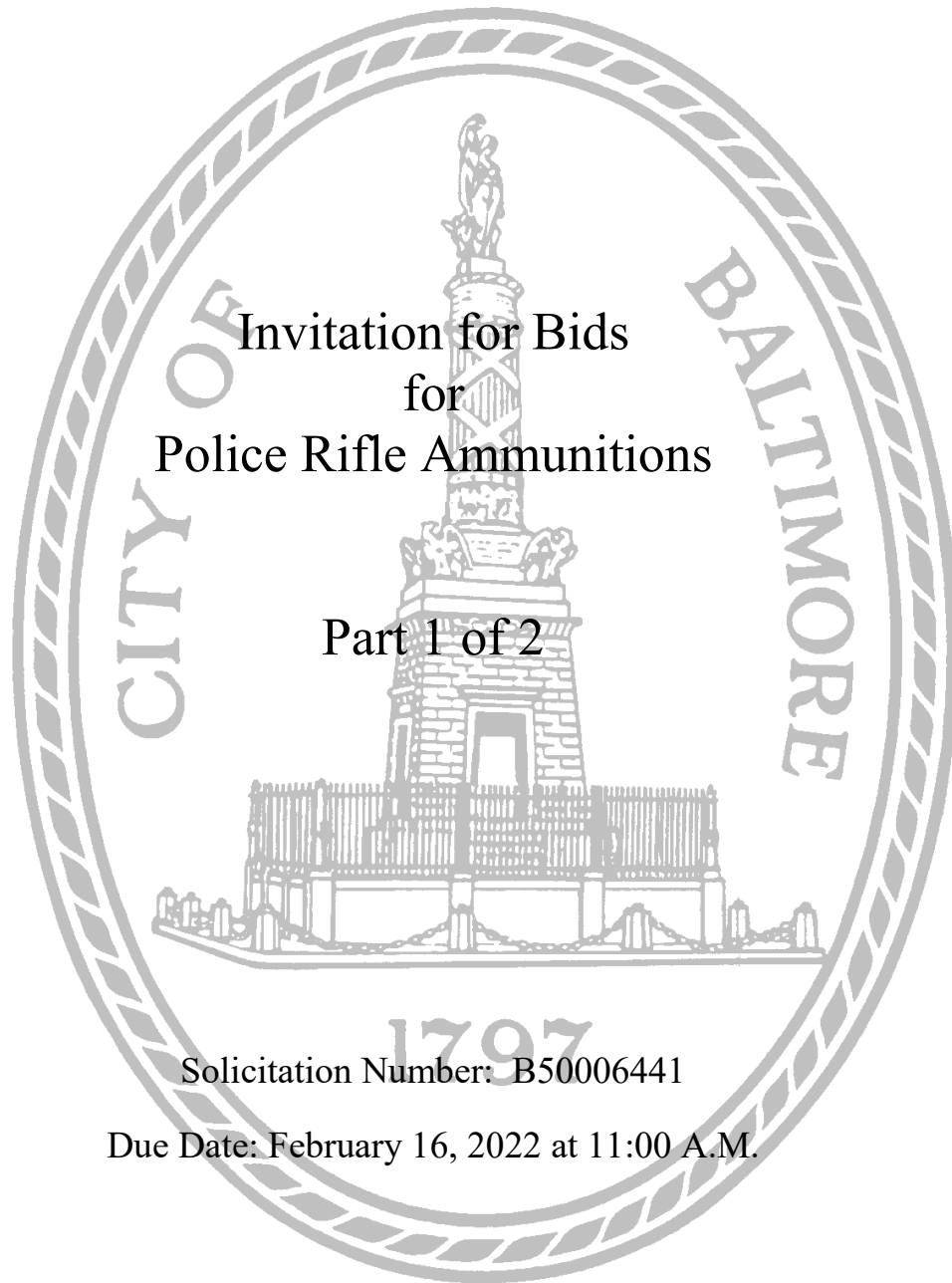


**City of Baltimore  
Department of Finance  
Bureau of Procurement**



Invitation for Bids  
for  
Police Rifle Ammunitions

Part 1 of 2

Solicitation Number: B50006441

Due Date: February 16, 2022 at 11:00 A.M.

Any questions concerning this solicitation should be directed immediately to the buyer named below.

Garland Anderson, CPPB, Procurement Specialist II  
Department of Finance, Bureau of Procurement  
7 E. Redwood Street – 10<sup>th</sup> Floor  
Baltimore, MD 21202  
Phone: (410) 396-5714  
Fax: (410) 396-1822

**Important Notice to Vendors**  
**Regarding Registration as a Requirement for**  
**Bidding**

- Anyone wishing to submit a bid or proposal must first be on the official bidder list for this solicitation. This is to ensure that bidders receive all subsequent information and addenda related to this solicitation.
- To be added to the bidder list you must be registered in CitiBuy and then download the solicitation.
- To register go to [www.baltimorecitibuy.org](http://www.baltimorecitibuy.org) and click on the “Register” link above the log in box.
- *Bids / Proposals submitted by vendors who are not on the official bidder list will be returned as non-responsive.*

**Solicitation**

Sealed bids or proposals submitted in accordance with the instructions contained in the Submission Instructions and addressed to the

Board of Estimates

for furnishing and delivering products or services as described herein and summarized in the table below

will be received in the

Board of Estimates c/o Office of the City Comptroller  
Room 204, City Hall, 100 North Holliday Street  
Baltimore, Maryland 21202

and will be publicly opened by the Board of Estimates on the date and at the times indicated below.

***Late submissions will not be accepted.***

MINORITY PARTICIPATION REQUIREMENT	None.
BID BOND	None.
PERFORMANCE BOND	None.
PRE-BID MEETING DATE & TIME	None – See SW10. Use Q&A feature in CitiBuy for questions
DUE DATE & TIME	Wednesday February 16, 2022 at 11:00 A.M. EST.
PUBLIC OPENING DATE & TIME	Wednesday February 16, 2022 at 12 Noon EST.

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Approved For Legal Sufficiency  
Assistant City Solicitor

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Keasha L. Brown, CPPO  
Acting City Purchasing Agent

## Statement of Work

(NOTE: Where this section differs from the General Conditions, this section shall prevail.)

### **SW1. SCOPE OF WORK:**

A. The purpose of this solicitation is to procure the lowest price for the City of Baltimore (City) in accordance with specifications and documents contained herein for procuring **Police Rifle Ammunitions** for the City of Baltimore as further described in the Detailed Specifications section of this solicitation.

B. The product to be provided under the terms of this solicitation shall consist of furnishing police rifle ammunitions.

C. The Contractor shall provide and pay for all labor, materials, vehicles, parts, equipment, delivery, travel, lodging, employee payroll and benefits, and all other supplies and services necessary for and reasonably incidental to furnishing the products or services specified herein, except where otherwise specified as being the responsibility of the City.

D. This is a requirements type contract. Goods or services will be ordered on an as-needed basis over time. The City reserves the right to order additional products/services at stipulated contract prices for one year after Solicitation Opening.

E. Refer to the Detailed Specifications section of this solicitation for product/service requirements and details.

F. Also be certain to download any Attachment(s), or addenda as posted on CitiBuy, which must be taken and considered together with this solicitation, and which are considered a part hereof, the same as if specifically written herein. To ignore or overlook the attachment(s) may result in rejection of the bid submission.

### **SW2. TERM OF AGREEMENT:**

A. Effective Date. Upon approval of the City Board of Estimates, the initial term of this contract shall begin on the specific date directed by the City Board of Estimates or, in the absence of a specific date, on the date the Board approved the award.

B. Expiration Date. The term of this contract shall expire on the specific date directed by the City Board of Estimates or, in the absence of a specific date, three (3) years from the date the Board approved the award.

C. Renewals: The Contract shall contain an option to renew on the same terms and conditions for two (2) additional one-year terms at the sole discretion of the City.

D. The City reserves the right to enter into additional contracts near the date of expiration to ensure continuity of service provided to the City. Purchase orders may overlap by as much as six months.

### **SW3. METHOD OF AWARD:**

A. Award(s), if made, will be made to the lowest, responsive and responsible Bidder meeting the specifications, terms and conditions.

B. The City of Baltimore requires all Vendors to have an approved authorized procurement document (i.e.: Purchase Order, Term Contract, Blanket Purchase Order, Purchase Agreement

& etc.) in possession prior to providing and delivering any goods or services. Entering into contracts and agreements "verbally" is prohibited. Any vendor who delivers goods and/or performs services to the City without an approved authorized procurement instrument does so entirely at its own risk, and faces the possibility of not being paid.

C. Following award, the awardee shall execute other contract closing documents such as an 'Agreement', and provide a current valid, 'Certificate of Insurance', etc., as required, and in accordance with Section GC23.

#### **SW4. BID RESPONSIVENESS & RESPONSIBILITY**

A. A Bidder is considered 'Responsive' if it has conformed and complied in all material aspects with all instructions herein, including form and substance, and has prepared, signed, assembled and submitted all documents, forms and other information required herein in the prescribed format (including electronic response if required). See the instructions, forms and checklist in Section B, below.

B. A Bidder is considered 'Responsible' if it has the experience, and the capability, integrity and commitment to provide all resources, including financial and technical, necessary for the complete and proper performance of the work specified herein, in accordance with all of the terms and conditions, as will be determined by the City.

C. Anyone bidding on this solicitation shall be able to clearly demonstrate, at the time of the bid submission, that they have been, and remain, in the primary business of smoke alarms such as the items required in this solicitation for a minimum period of three years, and have the resources and capacity to fulfill, provide and/or perform all of the requirements and provisions of this solicitation/contract

D. Bidders are instructed to adhere to and follow all instructions in the Submission Instructions in Pt. 2 (separately attached).

#### **SW5. ADDITIONAL AWARD CONSIDERATIONS:**

##### **A. Bidder Qualifications and Capacity:**

1. The City may make such investigations as it deems necessary to determine the ability and responsiveness of the bidder to perform the work required by this solicitation, and the bidder shall furnish to the City all such information requested for this purpose.

a) However, failure by the City to discover, or even attempt to discover, any inability of the bidder shall in no way excuse poor/non-performance by the contractor, nor shall it diminish the City's right to find the contractor in breach of the contract due to poor/non-performance as specified elsewhere herein under Section GC32.

2. The City reserves the right, at its sole discretion, to contact all references offered by the bidder with no further permission from the bidder, and to follow-up on other reference leads generated.

3. The Board of Estimates for the City of Baltimore reserves the right to reject the offer of any bidder that the City determines is not qualified or desirable due to information discovered as a result of the bidding and evaluation process, or by some other credible source or method other than through the evaluation criteria set forth herein, or if the City determines that a conflict of interest exists.

4. The City of Baltimore reserves the right to reject the offer of any bidder that has a significant outstanding debt to the City of Baltimore.

5. The City reserves the right to reject all bids and to cancel this Solicitation requirement, or to revise the detailed specifications and issue an addenda or a new solicitation if the City determines at its sole discretion that for any reason, rejection, amending, cancellation, or re-solicitation is in the City's best interest.

**SW6. PRICING:**

A. Refer to the Bid Price Sheet in Section B.

B. Each bidder shall include unit and/or extended bid prices on the bid page(s) as required thereon.

C. All original unit prices for this Contract shall remain firm and fixed for the full contract term, including renewals thereto, unless an escalation or adjustment clause is included herein. Refer to paragraph entitled "Price Escalation".

D. Delivery costs, if applicable, shall be included in the unit pricing.

E. No other costs such as fuel charges, material fees or miscellaneous charges may be added.

F. Discount:

1. Discount(s) offered will only be used for breaking a tie bid. Minimum terms will be Net 30.

G. All of the quantities and/or dollar estimates stated herein and/or on the Bid Price Sheet(s) are quantities only for the sole purpose of equal competitive bidding, evaluation and award, and are in no way, either expressly or implied, to be considered as guaranteed amounts.

H. These unit prices shall cover the cost of all tools, labor, loading and unloading transportation, demurrage, delivery, material, as well as all royalties for patents, patented articles, materials, appliances, processes, compositions, combinations, technical on-site consultation, if necessary, special equipment/services, demurrage costs, means, and things used in connection with providing the requested products and services to City Agencies under this contract.

I. The City will pay, and the Contractor shall accept, the applicable unit and/or total price stipulated in the specifications and bid sheet attached hereto as full compensation for furnishing and delivering the product(s)/service(s).

J. A Purchase Order(s) will be issued by the City or a blanket purchase order and/or order release(s) will be issued by the City, against which, the City will place orders from time to time as requirements develop against which the City will place orders.

K. In the event of a discrepancy between a unit price(s), and/or the total prices, the unit prices shall prevail, and the total prices will be adjusted accordingly.

L. All bid submissions, including bid prices, shall remain fixed and good for a period of not less than 90 days following the bid opening

**SW7. PAYMENT SCHEDULE:**

A. A Purchase Order(s) will be issued by the or master blanket purchase order will be issued by the City, against which the City will place orders and make payments from time to time as requirements develop. You will receive your purchase order or master blanket purchase order by email, from CitiBuy (the City’s online system). This provision adds to the terms and conditions of the General Condition of Bid, Proposal and Contract (See Pt. 2).

B. Vendors must have a release purchase order from a master blanket purchase order, in hand prior to accepting orders. The City does not issue verbal purchase orders. Any vendor who performs services without an approved authorized procurement instrument does so entirely at its own risk and faces the probability of having payment delayed or denied.

C. To submit an invoice to the City for goods or services that your company has provided, follow these guidelines to ensure timely payment.

1. Submit the invoice to either of the following:

a) Mail the invoice to: Bureau of Accounting & Payroll Services 401 E. Fayette Street, 5th Floor Baltimore, MD 21202

b) E-mail the invoice to: [City-Payables@baltimorecity.gov](mailto:City-Payables@baltimorecity.gov) (Email Link)

2. Place the Purchase Order (PO) number on the invoice. Master Blanket contract PO’s begin with the letter P followed by six numbers, a colon, and a release number (e.g. P123456:123).

D. Provide the receiving City Agency’s Name and Address on the PO for the goods or services provided on the invoice (example: Department of Transportation, or Department of Public Works).

E. Ensure that the information on the PO matches the information on the invoice including, but not limited to, prices or quantities of goods provided to the City.

F. The Contractor shall prepare and submit a separate invoice for each product shipment or service provided. Refer also to Section ‘Detailed Specifications’ for additional job ticket and invoice instructions. Each invoice shall include as a minimum:

1. The contract and purchase order numbers;

2. The delivery location;

3. The itemized unit price as provided in the bid sheet;

4. If design services were provided, the name & title of person(s) that performed the service, the number of hours, and the hourly rate per the price sheets for each person or service as described herein;

5. Total combined cost of all items and services provided;

6. Signature and date.

G. If a contractor must pay to the City, any payment(s) to the Mayor and City Council or any of its Departments, Agencies, Boards or Commissions due under the terms of this agreement shall be made to “Director of Finance” and be mailed or delivered to:

Director of Finance, Collections Division  
Room One, Abel Wolman Municipal Building  
200 N. Holliday Street

Baltimore, MD 21202

Wiring instructions may be obtained from the Bureau of Treasury Management at 410-396-4751.

**SW8. PRICE ESCALATION:**

A. Bid Price escalation/adjustment requests, if submitted, must be received by the City no less than sixty (60) days prior to the end of the first term of the contract, and any subsequent one-year contract term thereafter. Contractor shall show, with adequate supporting documentation as determined by City, that the requested increase is general in scope, and not specific to the City.

B. The City of Baltimore may accept or reject any unit price adjustment request either in whole or in part. The acceptance or rejection shall be in writing prior to any price adjustment taking effect.

C. If the City rejects the contractor's price adjustment request, the contractor may first appeal to the City Purchasing Agent and, if unsuccessful, either continue the contract under existing pricing or request that the City of Baltimore terminate the contract and reissue a solicitation, but shall not, on its own, terminate or discontinue providing the product or service until approved by the City.

D. Prices for the first contract term shall remain firm and will not be covered by this provision.

E. The contractor may request a unit price escalation/adjustment increase or decrease, but only for the renewal terms.

F. New prices accepted by the City shall remain firm for the next term.

G. If this solicitation includes the Living Wage Requirement, any price adjustment request under this Section shall supersede any request for a price increase as stated in the Living Wage Requirement. The Contractor shall only receive one potential price increase per year as per the terms of this solicitation.

**SW9. SUBCONTRACTING:**

A. Services specified in this solicitation that are ordered from any specific contractor must be provided by that contractor (i.e., the awarded vendor), not by subcontractors. Awardees/Contractors shall not subcontract unless they have prior written approval from the City.

B. Refer also to Sections GC25 and GC44.

**SW10. PRE-BID CONFERENCE: None required. Submit questions on the CitiBuy Q & A tab.**

**SW11. POINT OF CONTACT & QUESTIONS:**

A. During the bidding process, any potential bidder having questions regarding any part of this solicitation and/or Attachments or Addenda shall submit them in writing, only through Q&A feature in CitiBuy to the Buyer as also indicated on the front cover of this solicitation. The City will only respond to questions submitted through the Q&A feature in CitiBuy, whereby, all questions and answers will be posted. **The last date and time for questions is 1/26/22 at 12:00 local time.**

B. Any questions submitted within five (5) days of the Bid Opening Date will not necessarily be answered.

C. During the evaluation and award process, bidders are hereby instructed to communicate



only with the Buyer indicated on the front cover of this solicitation.

D. Following award, the contract will be maintained with an agency(s) representative(s), to be determined, for all day-to-day operational issues.

E. Any subsequent issue that will result in a change to or renewal of the contract shall be communicated through the Buyer and approved in writing by the City Purchasing Agent and/or the City Board of Estimates for Baltimore City before the change or renewal takes effect.

**SW12. BID BOND / GUARANTEE:** None required.

**SW13. PERFORMANCE GUARANTEE:** None required.

**SW14. INSURANCE REQUIREMENTS:**

A. The following coverage(s) shall be provided:

1. Commercial General Liability at \$1,000,000 per Occurrence; \$3,000,000 Aggregate.
2. Commercial Excess / Umbrella Liability
3. Business Automobile Liability.
4. Worker's Compensation, Minimum Statutory Requirement.

5. The Contractor agrees by entering into this agreement to a Waiver of Sub-rogation in favor of the City for each required policy herein.

6. This amends, but does not replace, Section GC23.

**SW15. CONTRACTOR RESPONSIBILITIES:**

A. To provide and deliver all products and/or services specified herein and as requested by the City of Baltimore in accordance with the Detailed Specifications.

B. To comply with all of the terms and conditions contained within this solicitation and all other relevant documents.

C. To provide the name and contact numbers for the person/s who will oversee the service as required herein, and also an alternate person to ensure the needs of Baltimore City Agencies are met in a timely manner.

D. To obtain a Release Purchase Order issued by the Bureau of Procurement prior to supplying and delivering each order, and to ensure the Release Purchase Order is correctly noted on all invoices submitted.

E. To report all subcontractor payments in CitiBuy, and require all subcontractors to acknowledge payments in CitiBuy.

F. To obtain approval and confirmation from each Baltimore City Agency placing an order for any custom-made products that each order and artwork (e.g. screen printing, dyeing, embroidering, imprinting or affixing various types of designs, lettering or decals) is correct prior to making deliveries.

G. To provide the City with all document deliverables (e.g. reports, presentations, artwork) in a standard digital file format.

**SW16. OMISSIONS & ERRORS:**

A. Rectification of any errors and inclusion of any omissions within this solicitation document

that would preclude the proper functions of the products/services specified herein, and as intended by the City, shall be the responsibility of the vendor.

B. Such omissions and errors shall immediately be brought to the attention of the Buyer noted on the cover of this solicitation, in writing via e-mail.

**SW17. CITY RESPONSIBILITIES:** To properly order services and/or products under this solicitation/contract, oversee the service and inspect and approve the services/products delivered, request purchase orders, and review and approve invoices for payment processing.

**SW18. COOPERATIVE PURCHASING:** As per Section GC40 herein.

**SW19. CONFLICT OF INTEREST AVOIDANCE:**

A. No official, employee, representative or member of the City of Baltimore who is representing the Mayor and City Council of Baltimore shall have any personal and/or financial interest in this solicitation / contract, either direct or indirect, including but not limited to developing the solicitation, bidding, evaluation, awarding, contract monitoring and performance, with the exception of members of the City personnel resources required to process and administer this solicitation/contract.

B. Any person having any personal and/or financial interest in this solicitation / contract and/or in any firm bidding on or receiving an award under this solicitation shall not participate in any decision made pertaining to this solicitation / contract, including but not limited to developing the solicitation, bidding, evaluation, awarding, contract monitoring and performance, except as may be otherwise specifically required by the terms, conditions and specifications of this solicitation.

C. This term adds to Section GC11.

**SW20. DISCRIMINATION AGAINST SUBCONTRACTORS:**

A. As part of its bid, the Bidder shall provide to the City a list of all instances within the past five (5) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder has discriminated against its subcontractors, suppliers, vendors, or commercial customers on the basis of race, gender religion, national origin, ethnicity, sexual orientation, gender identity or expression, age or disability, and a description of any resulting sanction entered and remedial action taken.

B. Contractor's Supervision:

C. The contractor shall be fully responsible for supervision of, and actions by, all of its employees, agents and/or volunteers.

D. The City shall exercise no supervision or other control over the contractor's employees, agents and/or volunteers.

**SW21. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION:**

A. The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general

election; and (b) the name of each candidate to whom one or more contribution in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

B. The City is Municipal Corporation of the State of Maryland.

C. The City requires that the Bidder/Offeror certify in Bid Affidavit XI, in accordance with §14-107 of the Election Law, that it has filed the statement required under §14-104(b)(1) of the Election Law. The City will make a reasonable attempt to verify that this statement is accurate prior to an award recommendation, and may, at its sole discretion, ask the Bidder/Offeror for clarification if the State Board of Elections search engine does not reflect that the statement has been filed. The City may determine that a Bidder/Offeror who makes a false statement on this or any other Affidavit is not a responsible Bidder/Offeror, which may result in rejection of the submitted Bid/Proposal.

Additional information is available on the State Board of Election website: Additional information is available on the State Board of Election website:  
[http://www.elections.state.md.us/campaign\\_finance/index.html](http://www.elections.state.md.us/campaign_finance/index.html).

## **PROGRAMS – SEE APPLICABILITY AND REQUIREMENTS**

**SW-PROGRAM-1. MBE/WBE PARTICIPATION:** Not Applicable.

**SW-PROGRAM-2. LIVING WAGE REQUIREMENT:** Not Applicable.

**SW-PROGRAM-3. BALTIMORE CITY’S YOUTH WORKS PROGRAM:** Not Applicable.

**SW-PROGRAM-4. “EMPLOY BALTIMORE” or “LOCAL HIRING”:**

A. **EMPLOY BALTIMORE.** On June 9, 2011 the Mayor signed an Executive Order titled Employ Baltimore, which applies to this solicitation if the initial award exceeds \$50,000, but is \$300,000 or less. The contractor’s requirements are summarized below. (See Section B for the applicable forms to be submitted with your bid or proposal.)

1. Bidders shall complete the Employ Baltimore Certification Statement contained in the Bid Document and submit it with their bids. (See section B.)

2. Within two (2) weeks of receiving the award of a City contract, the contractor shall schedule a meeting with MOED to: (a) assess its employment needs, and (b) discuss other services provided by MOED. If applicable, MOED will then tailor specific hiring and/or training programs to benefit the contractor. The contractor will not receive its first progress payment under the contract, unless and until the said meeting has been scheduled.

3. Should the contractor's workforce plan indicate a need to fill new jobs, the contractor must agree to post these positions through MOED and its One Stop Career Center Network for a period of seven (7) days prior to publicly advertising the openings. This will enable MOED to identify and refer qualified City residents to the contractor as candidates for these job opportunities.

4. Each contractor shall submit an Employ Baltimore Employment Report to MOED on June 30th and December 31st during each and every year of its contract, and at the end of the contract, indicating the number of City residents on its payroll. The submission of the Employments Reports as required shall be a condition precedent to the City's release of a final payment or any and all retainage held by the City, pursuant to the contract. (See section B.)

B. LOCAL HIRING. Article 5, Subtitle 27 of the Baltimore City Code, as amended (the “Local Hiring Law”) and its rules and regulations apply to contracts and agreements executed by the City on or after the Local Hiring Law’s effective date of December 23, 2013. The requirements for the Local Hiring Law are summarized below: (See Section B for the applicable forms to be submitted with your bid or proposal.)

1. The Local Hiring Law applies to every contract for more than \$300,000 made by the City, or on its behalf, with any person. It also applies to every agreement authorizing assistance valued at more than \$5,000,000 to a City-subsidized project. Unless the Mayor’s Office of Employment Development (“MOED”) grants an exception under the Local Hiring Law, at least 51% of the new jobs required to complete the contract or project must be filled by Baltimore City residents.

2. Within two (2) weeks of the Board of Estimate’s award of the contract or approval of the agreement, the contractor shall have a meeting, either in person or via telephone, with MOED to complete an employment analysis and review the workforce plan required for such contract or agreement. The contractor will not receive any payments under the contract or agreement, unless and until the employment analysis is performed. Contact information for MOED can be found on its website: [www.oedworks.com](http://www.oedworks.com).

3. Should the contractor’s workforce plan indicate a need to fill new jobs, the contractor shall post the new job openings with MOED’s One Stop Career Center Network for a period of seven (7) days prior to its publicly advertising these openings. Further, the contractor shall interview qualified Baltimore City residents referred from MOED; and unless granted an exception, fill at least fifty-one percent (51%) of the new jobs required to complete the contract or project with Baltimore City residents.

4. For all contracts subject to the Local Hiring Law, the contractor shall submit an Employment Report to MOED by the fifth (5th) day of each month throughout the duration of the contract or agreement, regardless of whether MOED has granted a waiver of any of the Local Hiring Law’s requirements.

C. INCREASES. Any contract that was originally awarded in an amount of \$300,000 or less, and therefore was subject to the Employ Baltimore Executive Order, will automatically become subject to the Local Hiring Law in the event of any action that causes the total approved contract value to exceed \$300,000, whether by renewal, extension, increase or amendment, as if it had originally been subject to the Local Hiring Law.

1. Within two (2) weeks of the date of the City Purchasing Agent’s or Board of Estimate’s action that causes Local Hiring to apply, the contractor shall have a meeting, either in person or via telephone, with MOED to complete an employment analysis and review the workforce plan required for such contract or agreement.

## **Detailed Specifications**

(NOTE: Where one section differs from other sections, the more detailed specification prevails. Otherwise, where this section differs from the General Conditions or Scope of Work, this section shall prevail.)

### **DS1. BASIC PRODUCT/SERVICE DESCRIPTION:**

A. It is the intent of this specification to describe the type of Police Rifle Ammunitions to purchase as listed below.

### **DS2. DETAILED SPECIFICATIONS:**

A. Police Rifle Ammunitions – Delivery must be available immediately.

(1) Federal .223 Rem. 64 (5 56x45) Grain SP (Soft Point) Tactical Rifle Cartridge.

(2) GM308M Federal Match 308 Win 168 Grain Boat Tail Hollow Point Match King Rifle Cartridges.

### **DS3. PRODUCT SPECIFICATIONS:**

A. Bidder shall provide product specifications for all items with bid submission.

### **DS4. REFERENCES:**

A. Each Bidder shall provide a minimum of three (3) references which have/had a similar scope of work and quantity.

B. References should be for any government contracts the firm may have in place.

C. References should include the company name and contact name, telephone number and email address of a contact person who has first-hand knowledge of the Bidder's performance for each reference, at time of bid. The references must be for projects/jobs that are in progress or completed within the last three (3) years and are similar in scope to the work to be performed under this Contract. Each reference must include a brief description of the work tasks and quantities of work performed.

Mark as "Original" or  
"Duplicate" here.

## SECTION B - BID DOCUMENTS:

NOTE: For your bid/proposal to be responsive you must submit all of the documents contained in this section.

### **B1. BIDDERS MUST BE REGISTERED:**

- A. All bidders must be registered in CitiBuy and must download the solicitation, before bidding.
- B. To register go to [www.baltimorecitibuy.org](http://www.baltimorecitibuy.org) and click on the "Register" link above the log in box.

### **B2. BIDDER REQUIRED RESPONSE:**

B. Each Bidder shall provide and submit all of the forms and/or information stated and required in Section 'B' and the Submission Instructions.

C. This is a One-Step Solicitation/Offer process. You will find an envelope/package label following this section. Each Bidder shall prepare its Bid to include all of the forms and/or required information as set forth in Section 'B' of this Part 1 and shall assemble the Bidder response in the prescribed manner and required format as set forth in Section 'B'. Bidders are also instructed to adhere to all instructions found in the Submission Instructions in Part 2.

D. Prepare and submit One (1) complete "Original", and Three (3) complete "Duplicates" which shall include all of the forms and/or information identified in Section 'B'.

### **B3. ONE ORIGINAL (SUBMIT ALL PAGES IN SECTION B.) and THREE DUPLICATES INCLUDING ONE USB OR CD:**

A. Be sure the original is clearly marked as "Original". Be sure the original is signed in blue ink (or some color other than black). Be sure all duplicate copies are clearly marked as "Duplicate" along with one (1) electronic copy (on a flash drive or CD).

B. ADDENDA. Attach signed copies of all Addenda received in connection with this solicitation.

### **B4. GENERAL SUBMISSION COMMENTS:**

A. The "original" bid shall be typed or printed in ink using the set of documents included in this Solicitation package. "Duplicate" copies must be photo-copied by the Bidder.

B. The "original" bid documents should be signed in blue ink or some color other than black.

C. Exceptions, Modifications, Alterations and Deviations: Do not insert or include any exception, modification, alteration or deviation not approved in writing by the City Purchasing Agent per instructions elsewhere in this solicitation.

D. All data provided by the City shall remain the property of the City, and all data provided by the Proposer/Contractor, either at the time of proposal submission and/or during the performance of this contract, shall become the property of the City, as regards this solicitation and any resulting contract.

E. In the event of a dispute between the printed "Original" proposal document and any printed "Duplicate" copy, or any electronic media, the printed "Original" shall prevail

### **B5. DISCRIMINATION AGAINST SUBCONTRACTORS:** As part of its bid, the Bidder shall provide to the City a list of all instances within the past five (5) years where there has been a final

adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder has discriminated against its subcontractors, suppliers, vendors, or commercial customers on the basis of race, gender religion, national origin, ethnicity, sexual orientation, gender identity or expression, age or disability, and a description of any resulting sanction entered and remedial action taken.

**B6. PUBLIC ACCESS BIDS:**

PROVIDE TWO (2) PUBLIC ACCESS COPIES AS DESCRIBED IN LINE ITEM H.

A. By signing and submitting a proposal in response to this solicitation, the Proposer acknowledges that all documents, information and data submitted in its proposal shall be treated as public information, unless otherwise identified as instructed below.

B. The City shall, therefore, have the undisputed right to release any/all of the proposer's documents, information and data to any party requesting same without further permission from the Proposer.

C. The City and its representatives shall in no way be responsible for inadvertent disclosure of any proprietary or confidential information.

D. If your proposal does contain proprietary or confidential information and you do not wish to have it disclosed, you **MUST** clearly state in large red letters, including on:

1. The outside of your proposal box, package or envelope;
2. The outside front cover of your proposal document including the "original" and all "duplicate" copies; and
3. On each applicable page of your "original" and each "duplicate" copy of your proposal, indicating that your proposal contains proprietary and/or confidential information.

E. Be sure to clearly flag and identify the specific proprietary/confidential information contained on each page. Do not claim your entire document as generally being proprietary or confidential. The Bid Price Sheet and Section B-pages cannot be deemed proprietary.

F. The City still shall not be responsible for inadvertent disclosure.

G. Be sure to provide all requested information in response to each specific question and/or any other request for information in the order and format stipulated in this Solicitation. Do not give partial answers, and do not leave questions blank.

H. If proprietary/confidential information is included, the Proposer shall submit **two (2) complete additional copies** of its proposal but with all proprietary/confidential information either excluded or redacted, and the reason given. These copies shall be clearly marked on the front cover and on the initial page "**Public Access Copy**".

**B7. BID PACKAGING LABEL**

Note: Bidders/Proposers are to attach the label below to the box(s), package(s), or envelope(s) (“package”) containing their bid/proposal submission documents. (See “Submission Instructions” for details.)

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Due Date: \_\_\_\_\_  
Solicitation # B50006441  
Solicitation Name: Police Rifle Ammunitions

**To: Board of Estimates c/o  
City Hall, Room 204  
100 North Holliday Street  
Baltimore, MD 21202**

**BID SUBMISSION** **Package # \_\_\_\_\_ of \_\_\_\_\_**

**ORIGINAL BID INCLUDED IN THIS PACKAGE**     YES     NO

**B8. BID CHECKLIST** (This list is to assist the Bidder, but does not relieve the Bidder from reading the solicitation carefully and determining what must be submitted with its bid. Bidder is advised to check off each item as it is completed to avoid overlooking any)

1. \_\_\_\_\_ One “Original” of all completed and signed pages and forms contained in Section ‘B’ and any other Comprehensive “Minimum” and “Technical” information and forms as required by the Submission Instructions. Demonstrate that your company is the business of providing the goods/services for the required length of time, and has adequate positive references.
2. \_\_\_\_\_ Three “Duplicate” and One “Electronic” copies – exact copies of the Original, all of which must include:
  - a. \_\_\_\_\_ Signed and properly completed Bid Affidavit
  - b. \_\_\_\_\_ Signed and Properly completed Bid Pages
  - c. \_\_\_\_\_ Signed and properly completed program forms, as applicable (MBE/WBE forms, Employ Baltimore form, Living or Prevailing Wage forms)
  - d. \_\_\_\_\_ Signed and properly completed Bid Guarantee (Bond or Check) as required.
  - e. \_\_\_\_\_ Certificate of Good Standing – required by law to do business in Maryland. See [SDAT](#). If a vendor is out-of-state and will only ship items, Certificate from the state of incorporation and/or primary business location.
  - f. \_\_\_\_\_ Product Specifications for all bid items.



**BID DOCUMENTS**

**BID/PROPOSAL INFORMATION AND AFFIDAVIT SIGNATURE PAGE**

Bid/Proposal submitted by (name of firm) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

Title of Authorized Representative \_\_\_\_\_

Name of Contact Person [IF DIFFERENT FROM ABOVE] \_\_\_\_\_

Title of Contact Person \_\_\_\_\_

E-Mail \_\_\_\_\_ Phone: \_\_\_\_\_

Federal Social Security Identification Number \_\_\_\_\_

If awarded a contract, the Bidder/Proposer/Offeror will provide supplies, equipment, and/or services to the City of Baltimore in accordance with the General Conditions, Specifications, and other documents and information contained in this solicitation in the Bid/Proposal submitted in response to this solicitation.

I, [PRINT OR TYPE NAME] \_\_\_\_\_ ,  
the undersigned, [PRINT OR TYPE TITLE] \_\_\_\_\_ ,  
of the above named Bidder/Proposal/Offeror do solemnly declare and affirm under the penalties or perjury this \_\_\_\_\_ day of [MONTH] \_\_\_\_\_ , [YEAR] ,  
that I hold the aforementioned Office in the above Bidder/Proposal/Offeror and that the below affidavits and attachments hereto are true and correct to the best of my knowledge, information and belief.

**AFFIDAVIT I**

This is to certify that the Bidder/Offeror or any person in his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of the referenced contract.

AFFIDAVIT II

This is to certify that the Bidder/Offeror or any person in his behalf complies fully with all provisions of Article 4, Section 3-1 of the Baltimore City Code 2000 regarding unlawful employment practices.

AFFIDAVIT III

This affidavit is to determine whether any of the following persons has been found civilly or criminally liable, convicted of bribery, attempted bribery, or conspiracy to bribe or antitrust violations under the law of any State or the Federal Government. If so, state the following on an attached page, whether it is

- i. The person submitting the affidavit;
- ii. An Officer, Director or Partner of the company;
- iii. An employee of the person/company who is directly involved in obtaining contracts with a public body; and/or
- iv. Any person directly or indirectly furnishing any portion of this contract having been or being debarred or suspended.

For purposes of this affidavit, “person” is defined as an individual, receiver, trustee, guardian, personal representative, fiduciary, or representative of any kind and any partnership, firm, association, corporation or other entity consisting of or acting on behalf of the Bidder/Offeror. This includes acts or omissions committed after June 30, 1977; all pursuant to Title 16, Section 16-203 of the State Finance and Procurement Article of the Annotated Code of Maryland.

AFFIDAVIT IV

This affidavit is to determine whether or any of the following has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses under the laws of any State or the Federal Government. If so, state the following on an attached page, whether it is:

- i. The person submitting the affidavit,
- ii. An Officer, Director or Partner of the company, and/or
- iii. An employee of the person who is directly involved in obtaining contracts with a public body. “Person” is defined as stated in Affidavit III. This is to include acts committed after June 30, 1979: City Code, Article I, Section 178 (1976 Ed., 1979 Supp.).

AFFIDAVIT V

This is to certify that the Bidder/Offeror or any person on his behalf complies fully with the work capacity-rating limit set by the Contractor’s Qualification Committee of the City of Baltimore.

AFFIDAVIT VI

This is to certify that the Bidder/Offeror or a person on his behalf has examined and understands the Specifications, including the General Conditions and the Bid Documents.

AFFIDAVIT VII

This is to certify that the Bidder/Offeror and/or any person in their behalf has not been convicted or found civilly liable under any provisions, including Probation Before Judgment, as described in

Article 5 §40-7 of the Baltimore City Code (2000) pertaining to the effect and enforcement of contractor debarment.

**AFFIDAVIT VIII**

This is to certify that the Bidder/Offeror or a person on his behalf has examined and understands the specifications, including the General Conditions and the Bid Documents; has had an adequate opportunity to ask questions; has visited the City’s facility or has otherwise familiarized himself with the local conditions under which the work is to be performed; and that his bid or proposal is based upon the specifications and requirements as described in the solicitation documents.

**AFFIDAVIT IX**

This is to certify that the Bidder/Offeror and/or any person in their behalf is only person, firm or corporation, that has any interest in this proposal or in the contract or contracts proposed to be awarded; and that this proposal is made without any connection or collusion with any person, firm or corporation making a proposal for the same work. This does not preclude negotiating with M/WBE vendors as to their participation in this contract.

**AFFIDAVIT X**

This is to certify that the Bidder/Offeror and/or any person in their behalf acknowledges that all documents, information and data submitted in its Bid/Proposal shall be treated as public information unless otherwise indicated.

**AFFIDAVIT XI**

This is to certify that the Bidder/Offeror and/or any person attributed to the Bidder/Offeror such as an officer, director or partner, complies fully with Election Article §14-104, *et seq.* which requires disclosure of contributions by Persons Doing Public Business.

(Affix Corporate Seal Here)

---

Signature of Authorized Representative (Sign in blue ink only.) Date

---

Title

---

Witness Name (Typed or Printed)

---

Witness Signature (Sign in blue ink only.) Date

**BID PRICE SHEET**

Bid/Proposal submitted by (name of firm) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_

To The Board of Estimates, City of Baltimore:

**The undersigned agree(s) to provide all labor, materials, services, etc., necessary and incidental to the solicitation indicated at the top of this page, as described herein and at the pricing shown below.**

Bidder shall provide Police Rifle Ammunitions.

Description – Police Rifle Ammunitions	Price Per 500 Rounds		Estimated Quantity		Years		Extended Price
Federal .223 Rem. (5 56x45) 64 Grain SP (Soft Point) Tactical Rifle Cartridge.	\$ _____	X	480 Cases	X	3	=	\$ _____
GM308M Federal Match 308 Win 168 Grain Boat Tail Hollow Point Match King Rifle Cartridges.	\$ _____	X	50 Cases	X	3	=	\$ _____
<b>*Total Bid Price</b>							\$ _____

**\*Basis of Award**

TERM: NET 30 DAYS

F.O.B.: DESTINATION

Payment Discount Offered (check below):

2% - 20 Days, Net 30

(Affix  
Corporate  
Seal Here)

Signature of Authorized Representative (Sign in blue ink only.) \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Title

**Employ Baltimore**

**Requirements**

1. Complete the *Employ Baltimore* "Certification Statement" contained in the bid document and submit it with your bid package.
2. Contact the Mayor's Office of Employment Development (MOED) within two (2) weeks of receiving the contract award to schedule a meeting. At this meeting MOED will review your workforce/employment plan; explain the employment report requirements and discuss other workforce services available. You will not receive your first payment from the contract until MOED verifies with the contracting city agency that the meeting has been scheduled.
3. Should the workforce plan indicate a need to fill new jobs, the company will agree to post these positions through MOED and its One Stop Career Center network for a period of seven (7) days prior to publicly advertising the openings. This will enable MOED to identify and refer qualified city residents as candidates for these job opportunities.
4. Complete the "Employment Reports" as required on June 30<sup>th</sup> and December 31<sup>st</sup> during each year of the contract and at contract completion. Submit "Employment Reports" to:

**Employ Baltimore**  
**Mayor's Office of Employment**  
**Development**  
**36. S. Charles Street**  
**Baltimore, Maryland 21201**  
[employbaltimore@oedworks.com](mailto:employbaltimore@oedworks.com)

The City will not release a final payment or any retainage held by the City until MOED verifies that the Employment Reports have been submitted.

5. Businesses awarded construction contracts for \$300,000.00 or more that fully participate in the Employ Baltimore program and comply with the conditions listed in the certification statement may receive an early release or reduction in the retainage fee assigned to the contract.

To Schedule Your Meeting with MOED Please Contact:

**Yvette Clark or Patricia Anderson**  
**Mayor's Office of Employment Development**  
**36. S. Charles Street**  
**Baltimore, Maryland 21201**  
**Phone 443-984-3014. • Fax 443-220-0510**  
[employbaltimore@oedworks.com](mailto:employbaltimore@oedworks.com)

***Employ Baltimore***  
**CERTIFICATION STATEMENT**

Contracting City Agency	Bid Number	Bid Due Date

To promote the commitment to utilize ***Employ Baltimore*** to meet employment needs, all businesses awarded contracts, franchises and development opportunities with the City of Baltimore, shall comply with the terms of the Executive Order as described in the bid specification. Under this agreement, contract awardees will complete and submit this certification statement with the bid package.

Excluded from this Executive Order are professional service contracts, emergency contracts, and contracts for \$49,999.00 or less.

Additionally, companies awarded construction contracts of \$ 300,000 or more that fully participate in the ***Employ Baltimore*** program and submit and comply with the certification statement, may receive an early release of or reduction in the retainage fee assigned to the contract.

**CERTIFICATION STATEMENT**

As a representative of \_\_\_\_\_, I \_\_\_\_\_  
(NAME OF COMPANY) (PRINT NAME and TITLE)

Certify that a company representative will schedule a meeting with the Mayor’s Office of Employment Development within two weeks of contract award to review the workforce plan required for this contract.

If there is a need for additional employees, I agree to post the new job openings with MOED’s One Stop Career Center Network for seven (7) days prior to publicly advertising these openings. I agree to interview qualified Baltimore City residents referred from MOED. I agree to submit an Employment Report on June 30<sup>th</sup> and December 31<sup>st</sup> identifying the total number of workers on this project and total number of Baltimore City residents on payroll during each year of the contract and at the contract completion as a condition of release of the final payment or any retainage due.

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Company Address \_\_\_\_\_ Email: \_\_\_\_\_

Yvette Clark or Patricia Anderson  
 Mayor’s Office of Employment Development  
 36. S. Charles Street  
 Baltimore, Maryland 21201  
 Phone 443-984-3014. • Fax 443-220-0510  
[employbaltimore@oedworks.com](mailto:employbaltimore@oedworks.com)



**The Mayor's Office of Employment Development** provides businesses with a pipeline of qualified, skilled job candidates and supports businesses in retaining and developing their employees. We offer customized workforce solutions including outreach and recruitment, applicant prescreening, assessment and testing services, tax credit information, human resources support and training funds for new or existing employees. Training funds are available through several programs.

**Customized Training** is a business-driven program that helps companies train and hire people to fit their job-specific needs. Business Services recruits and pre-screens training applicants. The available positions must be full-time and meet minimum salary requirements. Companies accepting Customized Training grants must agree to hire successful participants. The training can be employer-based, on-the-job, or offered by qualified vendors.

**Maryland Business Works** enables small businesses and/or companies in high-growth industries to upgrade the skills of their existing employees. Businesses can access grants (at no cost) to support their current staff development needs. This funding encourages promotion, creates additional job opportunities and improves worker retention by increasing employee skill levels. The training course and training vendor is selected by the business to ensure an accurate fit!

**MOED** works closely with other local, state and federal agencies to promote the link between the city's workforce and economic development initiatives.

**For Further Information Contact:**

Yvette Clark or Mackenzie Garvin  
Employ Baltimore  
Mayor's Office of Employment Development  
36. S. Charles Street  
Baltimore, Maryland 21201  
Phone 443-984-3014. • Fax 443-220-0510  
[employbaltimore@oedworks.com](mailto:employbaltimore@oedworks.com)



**City of Baltimore  
Local Hiring Certification and Compliance Statement**

**CERTIFICATION STATEMENT (Complete and submit this certification statement with your bid package. Your bid will be considered non-responsive if you fail to include this signed document.)**

For the purpose of requiring employers (contractors and their subcontractors) benefitted by City contracts and subsidies to take measures to hire Baltimore City residents, all businesses awarded a contract with the City for more than \$300,000 or will benefit from more than \$5,000,000 in assistance for a subsidized project, shall agree to comply with the terms of the Local Hiring Law 12-0159 as described in the bid specification.

By signing below as a representative of \_\_\_\_\_(Company Name), I certify that if awarded this contract, a company representative will meet with the Mayor's Office of Employment Development (MOED) within two weeks of the contract award to complete an employment analysis review the workforce plan required for this contract. If there is a need for new hires, I agree to post the new job openings with MOED's One Stop Career Center Network for a period of seven (7) days prior to publicly advertising these openings. I agree to interview qualified Baltimore City residents referred from MOED and to fill at least 51% of the new jobs required with Baltimore City residents. I also agree to submit an Employment Report by the 5<sup>th</sup> day of each month throughout the duration of contract.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Company Address: \_\_\_\_\_ Email: \_\_\_\_\_

**CONTRACT AWARD INFORMATION (To be completed by the responsible Baltimore City agency representative and submitted to MOED within two (2) business days of the contract award.)**

Baltimore City Agency: \_\_\_\_\_

Contract No./Description: \_\_\_\_\_

Award Amount: \_\_\_\_\_ Award Date: \_\_\_\_\_

Contractor's Rep for Local Hiring compliance: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_  
City Agency Staff Name/Title Date

**COMPLIANCE VERIFICATION (To be completed by MOED and returned to the City agency.)**

As required by the Law, "before the disbursement of any funds", the beneficiary must meet with and complete an employment analysis with MOED. This is to certify that the information below is accurate as verified by MOED:

- Complied with the requirements of the Local Hiring Law 12-0159 and met with MOED on \_\_\_\_\_ to assess their employment needs, complete the workforce plan and identify new jobs. We have been informed that an estimate of \_\_\_\_\_ jobs will be created as a result of the contract award.
- NOT** complied with the Local Hiring Law. In accordance with the Law, the City Agency is required to withhold payments associated with this award until the meeting has occurred.

\_\_\_\_\_  
MOED Staff Name/Title Date

If there are any questions, please call Rosalind Howard or Susan Tagliaferro at 410-396-9045