

UMBC

AN HONORS UNIVERSITY IN MARYLAND

UNIVERSITY OF MARYLAND BALTIMORE COUNTY

REQUEST FOR PROPOSAL #BC-20960-P

FOR

SECURITY GUARD SERVICES AT BWTECH@UMBC SOUTH CAMPUS

Issue Date: April 2, 2015

SIGNIFICANT MILESTONES	TIME	DATE
Issue Date	4:00 PM	Thursday, April 2, 2015
Pre-Proposal Meeting	2:30 PM	Thursday, April 9, 2015
Deadline for Questions	4:00 PM	Wednesday, April 15, 2015
Technical Proposal Due Date	2:00 PM	Wednesday, April 22, 2015
Interview Sessions	9:00 AM - 4:00 PM	Monday, May 18, 2015
Price Proposal Due Date	On or about	Wednesday, May 27, 2015 By Addendum Only

WARNING: Prospective bidders who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address in order that amendments to the Request for Proposal or other communications can be sent to them. Any Prospective Proposer who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

UNIVERSITY OF MARYLAND BALTIMORE COUNTY
1000 Hilltop Circle
Baltimore, Maryland 21250
www.umbc.edu

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SECTION 1: SUMMARY/GENERAL INFORMATION

1. SUMMARY:

- 1.1 Small Business Reserve (SBR): **THIS IS A SMALL BUSINESS RESERVE (SBR) PROCUREMENT.** Only those Proposers registered as a State of Maryland Small Business will be considered. For more information on SBR qualifications and registration information, see attached **Appendix E** or go to <https://emaryland.buyspeed.com/bs/>.
- 1.2 **UMBC Background.** UMBC is located in suburban Baltimore County, on the I-95 corridor between Washington, D.C., and Baltimore. Conceived in 1962, the campus was built on the site of the former Spring Grove State Hospital farm on 432 acres. Subsequent land acquisitions have increased the University's holdings on its main campus to 482 acres.
- 1.3 **bwtech@UMBC South.** The bwtech@UMBC South is a nationally recognized life-science and technology business incubation and accelerator program that is home to over 35 early-stage bioscience and technology companies. Clients enjoy 165,000 square feet of affordable office and wet lab space, flexible lease arrangements as well as access to resources and networking opportunities to help their businesses succeed. An experienced entrepreneurial services staff provides resident companies with general business support services and access to an active network of mentors (Smartrack) and investors (SmartCAP). Our program is unique in its affiliation with UMBC and provides for potential collaborative relationships with UMBC faculty and graduate students and access to shared scientific equipment and other university resources. Since its inception in 1989, the bwtech@UMBC Life Sciences Incubator has graduated over 50 companies.

bwtech@UMBC brings research, entrepreneurship, business leads, prospective clients and economic development in the Maryland region to one singular place—a place full of like-minded businesses on the forefront of innovation. The bwtech@UMBC community is a center of innovation for businesses of all different stages of development. Our 71-acre community is located minutes from BWI Thurgood Marshall Airport and adjacent to UMBC.

1.4 ISSUING OFFICE/POINT OF CONTACT:

All questions concerning this procurement are to be directed to the Issuing Office.

The Issuing Office is:

Delores R. Pertee
University of Maryland Baltimore County
Department of Procurement
Room 301, Administration Building
1000 Hilltop Circle, Admin 301
Baltimore, MD 21250
Voice: (410)-455-3915
FAX: (410) 455-1009
E-mail: Dpertee@umbc.edu

The Issuing Office shall be the sole point of contact with the University for purposes of the preparation and submittal of proposals in response to this solicitation. Proposers may not communicate with any other University staff concerning this solicitation. Any unauthorized communications may be grounds for rejection of the proposal.

1.5 **TERM OF CONTRACT:**

The initial contract term shall be for a period of one (1) year beginning on **July 1, 2015 and ending June 30, 2016**. The University shall have the option to renew the contract for five (5) additional one-year renewal terms, for a potential six (6) year contract period. The renewal options will be exercised at the sole discretion of the University. In the event the University elects to exercise any one or more of the said one-year options, the Contractor shall be notified in writing at least sixty (60) days prior to the commencement of the additional one-year term involved.

For a Multi-Year Contract or any contract where pricing adjustments may be contemplated during the contract term or subsequent optional extensions terms (unless otherwise stated that price changes will *not* be permitted), it will be the responsibility of the Contractor to request a price increase, if any, at least ninety (90) days prior to the end of the then current contract term. Any price increase not received by that time, will *not* be considered and pricing in the renewal term will remain as stated during the just completed contract term. A price increase, if any shall not exceed the consumer price index for "All Urban Consumers" as published by the U.S. Department of Labor Statistics. For purposes of calculating the potential increase, the consumer price index for the twelve-month period ending at the previous calendar year. For example, if the contract term ends June 30, 2016, the price index for twelve-month period ending December 2015 will be used. Statistics will be referenced as a *cap* for negotiable purposes only. Contractor is not to assume that any price increase will be applied to yearly renewals.

1.6 **PROPOSER CONTACT:**

To insure that RFP documentation and subsequent information (i.e., addenda, clarifications, etc.) is directed to the appropriate person(s) within the Proposer's firm, each Proposer who receives a copy of this solicitation or becomes aware of the solicitation by other means and is interested in participating is required to contact the Issuing Office immediately and provide the following information:

- Name of primary contact (to whom information should be directed)
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
- E-mail address of primary contact

1.7 **PRE-PROPOSAL CONFERENCE:**

A Pre-Proposal Meeting will be held on **Thursday, April 9, 2015 at 2:30 p.m. at bwtech@UMBC, 1450 South Rolling Road, Baltimore, Maryland 21227, First Floor Lobby** (refer to UMBC's website: www.umbc.edu for the Campus Map). While attendance at the Pre-Bid Meeting is not mandatory, it will provide an opportunity to ask questions about the proposal and a site tour of the facilities covered under this contract will be conducted. If your firm plans to send representatives, please call the Issuing Office by **Wednesday, April 8, 2015**.

Appropriate auxiliary aids and services for qualified individuals with disabilities will be provided upon request. Please call Delores Pertee at 410-455-3915 with specific requests at least five (5) business days prior to the meeting.

1.8 **DUE DATE AND TIME:**

1.8.1 **Technical Proposal:** Sealed Technical Proposals **must** be received no later than **Wednesday, April 22, 2015 by 2:00 p.m.** in the Issuing office (See Section 3 for further details).

1.8.2 Price Proposal: An Addendum will be issued to the short-listed firms who are deemed susceptible for award after the Second Phase Technical Evaluation. The Price Proposals are anticipated to be due on or about **Wednesday, May 27, 2015 by 2:00 p.m.** (See Section 3 for further details).

1.8.3 Proposals **must** be submitted directly to the Issuing Office. Proposals or unsolicited amendments to proposals arriving after the due date and time will be identified as “Late” and will not be considered.

NOTE: All UMBC mail goes through the UMBC mailroom, so leave sufficient time for the mail distribution. A mailed (via US Post Office) proposal is not considered "received" until the document reaches the above room at UMBC. Proposals delivered to the campus central mail facility or to locations other than Room 301 in the UMBC Administration Building will not be considered "received" by UMBC until they arrive at Room 301 in the Administration Building and are clocked in. The University will not waive delay in delivery resulting from the need to transport a proposal from another campus location to Room 301, or error or delay on the part of the carrier.

Proposals received after the established closing date and time cannot be considered. Proposers are advised that a proposal is not considered "received" until it is delivered to the specific location; that is, a proposal must be received in Room 301 by the due date and time in order to be considered. Proposers must allow sufficient time, therefore, to insure that their proposal is "received" in accordance with this paragraph.

1.9 **QUESTIONS AND INQUIRIES:**

Prospective Proposers may contact the University only at meetings with the Procurement Officer or in written communications with the Procurement Officer. Questions may be submitted via email or fax to the Procurement Officer no later **Wednesday, April 15, 2015 by 4:00 pm**, the deadline for questions.

Any additional information or response to an inquiry received by the Procurement Officer will be answered in writing as an addendum to the RFP. The addendum will be posted to the University's eBid Board at <http://procurement.umbc.edu/bid-board/>. It is the responsibility of the Proposer to check the website frequently until the opening date for addenda, amendments and changes. Reasonable efforts will be made to avoid the identification of Proposers in any addenda. For purposes of this RFP, there shall be no other communication between UMBC and Proposers other than as described in this paragraph.

1.10 **ADDENDA ACKNOWLEDGMENT:**

Prospective Proposers responding to this RFP must acknowledge the receipt of any, and all, addenda, amendments and/or changes issued. **RECEIPT OF THE ADDENDA, AMENDMENT AND/OR CHANGE ISSUED MUST BE ACKNOWLEDGED IN WRITING BY PROSPECTIVE PROPOSERS AND EACH INCLUDED IN THE TECHNICAL PROPOSAL.** An “Acknowledgement of Receipt” Form (found in Appendix A) for all amendments, addenda, and changes issued shall be required from all proposers submitting a proposal.

1.11 **INTERPRETATION OF RFP:**

If the Proposer finds any perceived conflict, error, omission or discrepancy on or between the specifications, attachments, or any of the Contract documents, the Proposer may submit a written request to the Issuing Office for an interpretation or clarification before the deadline for questions and inquiries.

Any interpretation of the Contract documents made by any party other than the Procurement Officer, or in any manner other than a written response, is not binding and the Proposer may not rely upon any such interpretation. The Proposer may not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract documents, or incorrectly assumed conditions regarding the nature or character of the work, if no request for interpretation was made by the Proposer prior to the deadline for questions

1.12 **MODIFICATIONS AND WITHDRAWAL OF PROPOSALS:**

1.12.1 Withdrawal of, or modifications to, proposals are effective only if written notice thereof is filed to the Issuing Office prior to the time proposals are due. A notice of withdrawal or modification to a proposal must be signed by an officer with the authority to commit the company.

1.12.2 No withdrawal or modifications will be accepted after the time proposals are due.

1.13 **RIGHT TO REJECT PROPOSALS AND WAIVE INFORMALITIES:**

The University reserves the right to reject either all proposals after the opening of the proposals but before award, or any proposal, in whole or part, when it is in the best interest of the University. For the same reason, the University reserves the right to waive any minor irregularity in a proposal.

1.14 **IRREVOCABILITY OF PROPOSALS:**

The Technical and Price Proposals for this project shall be irrevocable for one hundred twenty (120) calendar days from the price proposal due date. This period may be extended by written mutual agreement between the Proposer and the University.

1.15 **LICENSES AND REGISTRATIONS:**

Proposers must be licensed and registered as required by the Laws of the State of Maryland and shall submit proof of current licensing and/or registration, upon request.

1.16 **INTERVIEW SESSION:**

1.16.1 Proposers who submit proposals and are shortlisted as a result of the initial technical evaluation will be required to attend an interview session with University representatives (see Section 3, Article 3 for details).

1.16.2 The University also reserves the right to visit Proposer's place of business during the evaluation process.

1.16.3 Interviews will be conducted on site at UMBC. Short-listed proposers are responsible for making the necessary arrangements to allow them to attend this session.

1.17 **ECONOMY OF PREPARATION:**

Proposals should be prepared simply and economically, providing a straight forward, concise description of the proposer's offer to meet the requirements of the solicitation.

1.18 **CONFIDENTIAL/PROPRIETARY INFORMATION:**

Proposers should give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6 of the Annotated Code of Maryland. Proposals are not publicly opened. Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret (it is NOT sufficient to preface your entire proposal with a proprietary statement).

- 1.19 **MINORITY BUSINESS ENTERPRISE NOTICE:**
State-certified Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation. Minority participation is very important to UMBC and to the State of Maryland. For more information on the State's MBE program, please see the MDOT website, at <http://www.mdot.state.md.us/mbe/index.html>.
- 1.20 **ASSISTANCE IN DRAFTING SPECIFICATIONS:**
Under Article 40A, § 3-110, Annotated Code of Maryland, a firm who employs an individual who assists a state agency in drafting specifications for an invitation for bid and/or a request for proposal for a procurement may not submit a bid or proposal for the procurement or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement. If a firm has any questions regarding the applicability of this provision of the State Ethics Law, contact the State Ethics Commission, Toll Free phone number 877-669-6085 or see the website www.ethics.gov.state.md.us. The selected Proposer ("Consultant") shall be sole responsible for all services as required by this RFP. The use of a subcontractor(s) does not relieve the Consultant of liability. UMBC will consider proposals that reflect primary and secondary service providers, or prime/subcontractor relationship. However, there should be proof of ability of the primary to manage a subcontractor and successfully coordinate the delivery of quality service and support in a timely manner.
- 1.21 **CONTRACT AGREEMENT:** The Contract to be entered into as a result of this RFP (the "Contract") shall be by and between the Proposer as contractor and the University and shall consist of (1) the terms, conditions and specifications of this RFP and any appendices, amendments, additions or changes thereto; (2) the Standard Contract found in **Appendix B**, (3) the University purchase order; and (4) the Proposer's response to the RFP and any amendments or changes thereto. By submitting an offer, the Proposer warrants that they have reviewed the contract in **Appendix B** and will execute this contract upon request by UMBC. Proposers must understand and acknowledge that UMBC, as an agency of the State of Maryland, cannot indemnify the Contractor, submit to binding arbitration, or agree to pay the Contractor's attorney's fee.
- 1.22 **ORDER OF PRECEDENCE:**
The contract between the parties will be embodied in the contract documents, which will consist of those items named in 1.21 above, listed in their order of precedence. Modifications to the Order of Precedence of those items will not be accepted in order to protect the University against obscure, unrecognized conflicts between the solicitation and a Proposer's proposal. In the event of a conflict, the terms of the University Contract shall prevail.
- 1.23 **ACCEPTANCE OF TERMS AND CONDITIONS:**
By submitting a proposal in response to this RFP, a Proposer shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP.
- 1.24 **PAYMENT BY ELECTRONIC FUNDS TRANSFER (EFT):**
By submitting a response to this solicitation, the Proposer agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Proposer shall register using the COT/GAD X-10 Proposer Electronic Funds ("EFT") Registration Request Form. Any request for exemption shall be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and shall include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form can be downloaded at: <http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>.

- 1.25 **PAYMENT:**
The State of Maryland usually provides payments on a net 30-day basis for UMBC approved invoices. Payment provisions shall be in arrears, with late payment and interest calculated as provided by Maryland law. For purposes of determining whether a prompt-payment discount, if applicable, may be taken by UMBC, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.
- Invoices are to be submitted for payment on a monthly basis and should include a brief summary of services that are rendered for that month. The invoices should be sent directly to the UMBC Accounts Payable Department, with a copy being sent to bwtech @ UMBC South campus.
- 1.26 **ACCESS TO CONSULTANT RECORDS FOR QUALITY ASSURANCE AND AUDITING PURPOSES:**
The Consultant must provide access to pertinent records by University personnel or its representatives (including internal auditors, external auditors' representatives, or agents) to provide quality assurance and auditing.
- 1.27 **PROPOSER'S RESPONSIBILITY:**
Proposers are advised to read the requirements very carefully to ensure that each requirement is understood. If in doubt, develop and submit applicable questions, in writing to the contact at the Issuing Office per Paragraph 1.9 above. A Proposer's misinterpretation of requirements shall not relieve the Proposer of responsibility to accurately address the requirements of the RFP or to perform the contract, if awarded.
- 1.28 **MULTIPLE PROPOSALS:**
Proposers may not submit more than one proposal.
- 1.29 **RFP RESPONSE MATERIALS:**
All written materials submitted in response to this RFP become the property of UMBC and may be appended to any formal documentation, which would further define or expand the contractual relationship between UMBC and the successful proposer(s). The materials will not be returned to the proposer.
- 1.30 **PROCUREMENT REGULATIONS:**
This solicitation shall be conducted in accordance with University System of Maryland Procurement Policies and Procedures; the procurement method is Competitive Sealed Proposals. The text of the Policies and Procedures is available at www.USMD.edu/Leadership/BoardofRegents/Bylaws/SectionVIII/.
- 1.31 **ARREARAGES:**
By submitting a response to this solicitation, a proposer shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits and that it shall not become so in arrears during the term of the contract if selected for contract award.
- 1.32 **BID/PROPOSAL AFFIDAVIT:**
The Bid/Proposal Affidavit included in this package (see **Appendix A**) must be executed by each responding proposer and submitted with the proposer's Technical Proposal.

1.33 **JOINT VENTURE PROPOSERS:**

If the Proposer is a joint venture firm, the Proposer must provide all identification information for all parties and all requirements for all parties (i.e., licenses, insurance, etc.) as requested. As part of the initial technical proposal submission, the proposer must identify the percentage partnership for each joint venture party, the responsibilities of each joint venture party with respect to the scope of services/work inclusive of the requirements for each entity based on such services as described in this RFP document.

NOTE: If the selected Consultant is a joint venture firm, all joint venture parties will be held responsible for the contract obligations separately and severally.

1.34 **INCURRED EXPENSES:**

The University will not be responsible for any costs incurred by any proposer/firm in preparation and submittal of a proposal.

1.35 **MARYLAND PUBLIC ETHICS LAW, TITLE 15:**

The Maryland Public Ethics Law prohibits, among other things: State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from (i) submitting a bid or proposal, (ii) negotiating a contract, and (iii) entering into a contract with the governmental unit with which the individual is affiliated per the Maryland Code, State Government Article, SS 15-502.

If the bidder/Proposer has any questions concerning application of the State Ethics law to the bidder/Proposer's participation in this procurement, it is incumbent upon the bidder/Proposer to see advise from the State Ethics Commission; The Office of The Executive Director, State Ethics Commission, 9 State Circle, Suite 200, Annapolis, MD 21401. For questions regarding the applicability of this provision of the Public Ethics Law, contact the State Ethics Commission, toll free phone number 877-669-6085, or see the website ethics.gov.state.md.us.

The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the bidder/Proposer to obtain advice from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics law. The resulting contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the proposer or any State of Maryland employee in connection with this procurement.

1.36 **USE OF AFFILIATES TO AVOID TAXATION ON INCOME FROM STATE CONTRACTS:**

Consultant may not for any period during the Contract term, seek to reduce the amount of Consultant's income subject to Maryland income tax by payments made to an affiliated entity or an affiliate's agent for the right to use trademarks, trade names, or other intangible property associated with Consultant. Consultant agrees that during the course of this Contract it shall not make any such royalty or similar payments to any affiliated company; and if any such royalty or similar payments are made, Consultant and the affiliated company shall file separate Maryland income tax under a formula that reasonably apportions the income of the affiliated company among the states, including Maryland, in which the Consultant does business. Consultant agrees that it is authorized to bind its affiliated entities to the terms hereof.

1.37 **DEBRIEFING OF UNSUCCESSFUL PROPOSERS:**

A debriefing of an unsuccessful Proposer shall be conducted upon written request submitted to the Procurement Officer within 10 days after the Proposer knew or should have known its proposal was unsuccessful. Debriefings shall be conducted at the earliest feasible time.

The debriefing shall be limited to discussion of the unsuccessful Proposer's proposal only and shall NOT include discussion of a competing Proposer's proposal. The debriefing may include information on areas in which the unsuccessful proposer's proposal was deemed weak or insufficient. The debriefing may NOT include discussion or dissemination of the thoughts, notes or ranking from an individual evaluation committee member. A summarization of the procurement officer's rationale for the selection may be given.

1.38 **PIGGYBACK CLAUSE**

UMBC is a member of the University System of Maryland ("USM") and as such, UMBC reserves the right to extend the terms, conditions, and prices of this contract to other institutions of the USM should any of those institutions express an interest in participating in any contract that results from this solicitation for a period of up to one (1) year after UMBC makes its award. Furthermore, on occasion, other State educational institutions (e.g., St. Mary's College, Morgan State University, Baltimore City Community College) may desire to take advantage of this contract. Each of the piggyback institutions will issue their own purchasing documents. UMBC assumes no obligation on behalf of the piggyback institutions. Proposers must set forth their willingness and ability to extend this contract and the terms, conditions and prices stated herein to these other institutions.

END OF SECTION 1

RFP#BC-20960-P: SECURITY GUARD SERVICES AT BWTECH@UMBC SOUTH CAMPUS

SECTION 2: SCOPE OF WORK

2. SCOPE OF WORK

I. INTRODUCTION/GENERAL REQUIREMENTS

UMBC seeks a trained uniform contract security guard service to provide unarmed security service and required equipment at bwtech@UMBC South, 1450 South Rolling Road, Baltimore, Maryland 21227, and site(s) identified through a supplemental guard coverage report. bwtech@UMBC South is a 30-acre campus consisting of parking lots and multi-level buildings with ground level doors and windows. bwtech@UMBC South houses private sector research and development companies with proprietary information concerns. Formal receptions by invitation only are held on the site to promote UMBC programs relating to technological research and development. The location is approximately 2.5 miles from the main campus overlooking I-95 in Catonsville, Maryland with a wooded perimeter adjacent to residential housing.

A. Definitions

Throughout this contract, the following terms shall mean:

1. *UMBC* - University of Maryland Baltimore County
2. *Site* - specific UMBC property or other location where contract guard service is to be performed.
3. *Contract Administrator* - the bwtech@UMBC South Director is the representative authorized to administer this contract.
4. *Contract guard service* - the agency contracted to perform the work described in this specification.
5. *Supervisor* - an employee of the contract guard service who is responsible to the bwtech@UMBC South Director for the operation, administration and direction of the guard force at facilities.
6. *Shift supervisor* - an employee of the contract guard service who works in direct support of the supervisor to ensure contract compliance and guard force performance during a particular shift at a single site.
7. *Guard force* - employees of the contract guard service assigned to perform the work specified at one or more sites.
8. *Proprietary information* - any material, document or other information designated that shall not be released without the written authority of UMBC.
9. *Equipment* - items used by the contractor in the performance of this contract.
10. *Background checks* - checks which consist of, but not be limited to, the following elements: employment, education and criminal histories, military service check, reference checks, verification of identity, Motor Vehicle Administration check (for positions requiring a driver=s license), and a credit check.
11. *Behavior observation* - techniques used by UMBC personnel, contract guard service supervisors, and others to detect degradation in performance, impairment or changes in an individual's behavior which may indicate the need to evaluate an individual's fitness for duty. It also refers to training programs in these techniques.

All individuals are subject to behavior observation. All observations made by UMBC personnel will be recorded on a UMBC Job Observation Report.

12. *Fitness for duty* - reporting to work in a physical or mental condition that does not compromise or in any way jeopardize the general public or other workers, does not compromise the integrity of the plant or its personnel, and promotes public health and safety. Specifically, this means reporting for work in a condition that is free from alcohol and/or illegal drugs, the effects of these substances, and including conditions caused by the use of prescription and over-the-counter drugs which could compromise public health and safety.
13. *Contract Representative* - For purposes of this contract a Shift Supervisor/Supervisor is considered a security contract representative.

B. Scope

1. All contract guard service personnel shall carry out the function of security operations on site and in a manner which conforms to the highest standards of the private security service industry, applicable regulatory rules and guidelines, and the specifications of this Contract.
2. Uniformed guard force personnel shall perform duties, such as property patrol (foot), person and vehicular access control, personnel escort, ensuring compliance of UMBC reporting requirements, written or verbal instructions received from the bwtech@UMBC South Director or UMBC Police Chief or their designee, site security plans, contingency plans, all post orders, procedures, rules and regulations, and various other security-related assignments as required by UMBC.
3. The position of guard and that of site supervisor or shift supervisor cannot be held by the same individual unless authorized by the bwtech@UMBC South Director or designee.
4. The contractor shall comply with the Occupational Safety and Health Act of 1970, and all amendments thereto, all other Federal, State and Local laws pertaining to the health and safety of its employees, and all established safety procedures identified by UMBC.
5. All guard personnel shall at all times be considered and recognized as employees of the contract guard service and not UMBC.

C. Limitations/Exclusions

UMBC reserves the right to have any employee of the contract guard service removed if the employee has performance deficiencies or if the guard service employee violates the rules and regulations of UMBC. Such instruction is not to be construed as either a limitation of the continued employment or an order of termination of employment of the employee by the contract guard service. In the case of such instruction, the contract guard service shall comply with and discontinue the assignment of any such employee before the next scheduled tour of duty except where the grounds for such instruction involves a violation of law or breach of UMBC regulations which may expose others to an unreasonable risk of harm.

D. Plan of Action:

Contract guard service is required to have one security officer on site. The guard service is also required to have a supervisor for each shift and a supervisor for the contract. Neither supervisor is required to be on site with the security officer, but they are to be available if

needed during each shift. After bids are received the security company will be required to submit a plan on how the Contractor will provide security for the facility, property and individuals described herein. The plan must include schedule for guard supervision by contract guard service.

E. Assumptions

1. The use of the terms will, shall, must, or similar words implies a requirement or commitment.
2. The use of the terms can, may, and should implies an option or recommendation.

II. TECHNICAL PERFORMANCE REQUIREMENTS

A. Detailed Work Scope

1. The contract guard service:
 - a. Shall furnish a qualified, trained, and uniformed security guard force with required equipment to ensure the safety of the designated UMBC facilities and protect them from malicious damage, trespassing, or sabotage, protect UMBC personnel, contract employees, tenants and authorized visitors from physical harm, and protect all on site material and equipment from unauthorized use, loss, theft, pilferage and vandalism.
 - b. Shall prepare and submit full reports of incidents which are considered security breaches or violations of UMBC's regulations, post orders or safety practices.
 - c. Shall adhere to applicable post instructions which provide detailed and unique operating requirements and procedures for each post covered by this contract.
 - d. Shall adhere to all applicable written orders and procedures which provide detailed and unique operating requirements and procedures for each site.
 - e. Shall be financially responsible for the loss or damage of equipment furnished to them by UMBC if such loss or damage is caused by other than normal wear and tear.
 - f. Shall perform such other security related support functions as requested by UMBC and coordinated and approved through the bwtech@UMBC South Director or designee.
2. The Guard Force of the contract guard service:
 - a. Shall check personnel and vehicular entry and enforce the UMBC pass identification system to control access to and egress from the specified facility and other locations identified through a supplemental guard coverage report.
 - b. Shall maintain a continuous patrol of the specified areas during the hours identified, including all parking lots and buildings. During such patrol, the guard force shall check all designated gates, doors, and windows. If any of these items are found to be unlocked or unsecured, the guard force shall secure same to the best of their ability and notify the UMBC police dispatcher of their actions.
 - c. Shall endeavor to prevent the occurrence of fires, explosions and other catastrophes by appropriate action and by close observation of the

buildings, machinery, vehicles, electrical equipment, and personnel and shall upon discovery of an unsafe condition or practice, notify UMBC's police dispatcher.

- d. Shall provide escort service on the facility as established by UMBC or as deemed necessary by the bwtech@UMBC South Director or designee.
3. Employees of the contract guard service shall not be permitted entry to UMBC properties except to perform assigned guard or supervisory duties.
4. Employees of the contract guard service shall not accept instructions or directions, verbally or otherwise, except under emergency or other unusual conditions, from any person other than the bwtech@UMBC South Director, Chief of Police, or other UMBC representatives who have been previously identified to the contract guard service by the UMBC Chief of Police or designee.

B. Personnel Standards

1. The contract guard service shall comply with specific security force personnel selection criteria. The selection criteria shall be provided by the contract guard service and reviewed and approved by the bwtech@UMBC South Director or designee. Selection of guard force personnel shall include consideration of character traits, motivation, and the ability to perform those mental and physical tasks required of guard force personnel.
2. All guard force personnel shall possess mental and emotional stability and have the capability of exercising sound judgment. In addition, the following requirements shall apply to all contract guard service personnel:
 - a. be able to read and fully comprehend work instructions
 - b. be able to write in a legible and understandable fashion
 - c. be able to speak and write English in a satisfactory fashion so as to be able to communicate in person, by telephone or by radio
 - d. be a minimum age of 21 years
 - e. possess a high school diploma or equivalent GED
 - f. obtain a security guard clearance identification card from the State of Maryland
 - g. pass a chemical test and analysis for the detection of the illegal use of or abuse of drugs, contraband substances, and marijuana; and
 - h. not have a criminal conviction which carries a penalty of more than six (6) months.
3. The contract guard service shall complete the following background investigation of all guard force personnel:
 - a. Verification of identity
 - b. Employment history (past five years)
 - c. Education history
 - d. Military service
 - e. Criminal history
 - f. Reference checks (3 developed--those given to you on an application)
 - g. Motor Vehicle Administration check
 - h. Credit check

4. Shift supervisors shall have at least one (1) year of experience in a security-related supervisory capacity.
5. The contract guard service shall not, in any twenty-four (24) hour period, assign any person to perform guard services who has already performed guard services, in any capacity, in excess of twelve (12) hours within that 24-hour period or in excess of sixty (60) hours per week.

C. Working Conditions

1. The contract guard service shall furnish one security officer to work at bwtech@UMBC South the following hours:
 - a. Two shifts daily, Monday through Friday, covering the hours 4: 30 P.M. through 8:30 A.M.
 - b. Twenty-four hour guard service from 4:30 P.M. Friday through 8:30 A.M. each Monday.
 - c. Twenty-four hour guard service on scheduled UMBC holidays.
Guard service to be supplied with the dates.
 - d. On call, twenty-four hour guard service during emergency closure of UMBC or as required by UMBC.
2. Changes or additions to guard force coverage shall be made by the bwtech@UMBC South Director or designee. A 48-hour notice of the change or addition will be furnished except where prohibited by time and/or circumstances.

D. Equipment

1. The contract guard service shall furnish equipment necessary for guards to perform their duties.
2. The contract guard service shall furnish each guard with any and all equipment (including hard hats and safety equipment) required by OSHA, MOSHA, or any other State, Federal or local laws.
3. The contract guard service shall furnish each post with a functioning flashlight.
4. The UMBC Police Department shall provide portable hand-held radios capable of providing continuous on-site communications, at all times, between UMBC supervisors, patrols, and/or Police Dispatch.
5. The contract guard service shall ensure that special details, requested by the supplemental guard coverage report, maintain continuous communications, at all times, between UMBC supervisors, patrols, and/or the police dispatcher and provide a vehicle if shelter is not available. Each occurrence shall be billed separately.
6. The contract guard service shall receive, secure, and account for all keys issued in the performance of this specification. Duplicate or replacement keys must be requested through the bwtech@UMBC South Director or designee. Keys issued for duty performance will not be removed from any UMBC facility. Any expense incurred by UMBC as a result of removal, loss, or mishandling of a key, shall be reimbursed by the contract guard service.
7. The contract guard service shall be responsible for the loss or damage of equipment furnished by UMBC that has resulted from negligence, willful misconduct, or unauthorized use. Additionally, the contract guard service shall be responsible for losses due to theft, vandalism, or misuse of UMBC equipment by

the contract guard service employee. A sales bill will be prepared by UMBC as the mechanism for payment under this section by the contract guard service.

8. The guard force shall not possess firearms or weapons while on duty or on UMBC property under this contract, including but not limited to pepper mace, chemical mace, and batons.

E. Training

1. At a minimum, the security training program will consist of 16 hours of basic training and eight (8) hours of re-qualification training annually.
 - a. Basic Training - 16 hours (includes eight hours of on-site, on the job training provided by UMBC):
 - (1) Provided by contract guard service
 - Appearance and decorum
 - Law - use of force, limits on restricting an individual's mobility
 - Emergency situations
 - Customer awareness
 - Security rules and regulations
 - Confidentiality/proprietary information
 - Note taking/report writing
 - Communications/use of proper equipment
 - (2) Provided by UMBC
 - Overview of UMBC
 - UMBC corporate safety program
 - Post orders/patrol inspections
 - Site specific information
 - Security system(s) operation (if any)
 - UMBC radio communications
 - b. Re-Qualification Training (Annual eight-hour training program):
 - (1) Provided by contract guard service
 - Laws relating to limits on use of force and personal safety
 - Communications/use of proper equipment
 - Customer awareness/appearance/decorum
 - (2) Provided by UMBC
 - Review of the UMBC safety program
 - Post orders/patrol inspection
 - Protection of proprietary information
 - c. The contract guard service shall prepare and update the lesson plans and written test to cover their basic and re-qualified training on an annual basis. The UMBC Technology Center Director will review and approve the annual revisions of the lesson plan and test.
2. The contract guard service will prepare and maintain a Training Certification Record (TCR) for each guard force member who successful completes the training

program. The draft for the individual TCR must be approved by the bwtech@UMBC South Director or designee. All TCRs will be secured by the contract guard service and made available to UMBC for inspection.

3. All training must be successfully completed and documented as outlined above prior to the individual being assigned responsibilities at a particular site.

F. Uniforms

1. The contract guard service shall provide the uniforms in quantities required for all of its guard force at zero (0) expense to the individual guard.
2. All guards shall be uniformly attired.
3. Headgear (hard hats) must be worn as required and name must be clearly identifiable.
4. Uniform clothing shall fit properly and be clean.
5. Each guard shall be furnished with a badge and identification card.
6. All guards shall wear sturdy uniform compatible, plain toe, leather soled, laced shoes of leather or leather-like material. Shoes must meet safety requirement, be clean, in good repair and shined. Socks shall be uniform compatible.
7. All guards shall be clean-shaven. A mustache shall be permissible if kept within the UMBC police uniform policy. Beards and chin whiskers are not permitted.
8. All guards shall have their hair neatly trimmed and groomed in keeping with the UMBC police uniform policy.
9. Guards shall not wear a hooded sweatshirt or other hooded garment, excluding issued uniform equipment. Uniform compatible earmuffs may be worn if weather conditions warrant.

III. DOCUMENTATION REQUIREMENTS

A. General

1. At least two (2) working days prior to UMBC granting any employee of the contract guard service access to any UMBC facility, the contract guard service shall provide UMBC with certification that the contract guard service has the following documentation regarding the employee:
 - a. Documentation file checklist
 - b. Results of the successful drug screening
 - c. Copy of applicant's birth certificate
 - d. Copy of applicant's high school diploma or GED
 - e. Copy of applicant's DD214 if applicable
 - f. Verification of proper licenses (for some posts)
 - g. Shift supervisor - proof of one continuous year of supervisory experience

The above documentation shall be retained by the contract guard service for each employee assigned to the UMBC contract for at least 12 months after termination of his/her employment and is subject to audit by UMBC as requested during normal business hours.

2. In addition to the certification, the contract guard service shall provide UMBC with one (1) 12 inch square photograph of the head and shoulders of each guard and include full name, date of birth, and social security number.

3. The contract guard service shall provide, at the beginning of each month, an updated listing of the guard force working at UMBC facilities.
4. The contract guard service shall provide hard copy documentation of rounds required by post orders.

IV. RIGHT OF ACCESS

- A. UMBC or its agent shall have right of access to the contract guard service's facilities and records for inspection or audit at any time.
- B. UMBC or its agent shall have right of access to contract guard service's records for duplication/reproduction to substantiate acceptability of the work.
- C. The contract guard service shall maintain all records pertaining to this contract for a period not less than one calendar year after the completion of this agreement. UMBC shall have right of access to these records during this period.

V. PERFORMANCE DEFICIENCIES

A. Failure to Perform

Failure to perform responsibilities or failure to comply with UMBC's rules and regulations as noted below shall result in a monetary deduction being made to the contract guard service's billing in the amount specified. The bwtech@UMBC South Director or designee shall notify the contract guard service of his intent to make such deduction. For each occurrence of the below listed performance deficiencies, a \$100.00 fine, except where noted, shall be assessed the contract guard service:

B. Technical Performance Requirements, Section 2

1. Failure to perform training or maintain training certifications (F.2).
2. Allowing a guard to work in excess of twelve (12) hours in any twenty-four (24) hour period without an eight (8) hour break between shifts, or more than sixty (60) hours in a work week, except in a temporary or emergency situation, when approved by the UMBC Technology Center Director.
3. Assigning an employee to work who does not conform to the personnel standards.
4. Failure to provide a contract representative on-site within one hour upon request.

C. Documentation Requirements

1. Failure to provide monthly security staff updates.
2. Failure to maintain document file per Section III.

D. General Requirements - The security guard service shall have minimum performance requirements prohibiting the following activities:

1. Lateness - failure of guard to arrive for duty at designated time or failure to call in within the first 15 minutes of shift -- \$25.00/each quarter hour interval.
2. Sleeping on duty - Strictly prohibited
3. Failure to properly check identification as required by post orders.
4. Failure to properly document and maintain access control logs.
5. Failure to provide a guard, for a post or shift or allowing any post to be unmanned for more than one (1) hour -- \$100.00 for initial hour plus \$50 for each hour thereafter that post remains unmanned.

6. Allowing a guard to work who is not both physically and mentally capable, i.e., having consumed alcoholic beverages or other types of intoxicants or drugs prior to going or while on duty.
7. Failure to maintain equipment.
8. Allowing a guard to work who is not wearing the prescribed uniform which will be in a clean and neat order.

E. Breach of UMBC Rules and Regulations

All contract guard service personnel shall adhere to UMBC rules and regulations. Committing any of the following infractions shall result in removal from the job and denial of future UMBC assignment:

1. Drinking, possession, or having an odor of alcoholic beverages while on duty.
2. Being under the influence or in possession of any intoxicants or illegal drugs while on duty.
3. Unauthorized use or possession of firearms or unauthorized weapons of any kind.
4. Fighting or disorderly conduct.
5. Leaving place of assignment before being properly relieved (abandoning post).
6. Destruction of property.
7. Falsification of records or reports.
8. Theft or unauthorized removal of property from UMBC premises (violations may also result in prosecution).
9. Failure to report security violations.
10. Making false statements (verbal or written).
11. Failure to follow safety rules (horseplay, smoking in prohibited areas, not wearing safety equipment required by UMBC).
12. Sleeping while on duty (violations will also result in fine).
13. Failure to write required reports or make rounds prescribed by UMBC written and verbal procedures.
14. Failure to properly identify person(s) entering property (violation will also result in fine).
15. Failure to perform duties specified in post orders (violation will also result in a fine).
16. Improper or careless use of property or equipment (violation will also result in a fine).
17. Failure to wear the proper uniform in the prescribed manner (violation will also result in fine).
18. Unauthorized conduct of personal business, gambling, or solicitation while on duty.
19. Unauthorized or misuse of telephones. Telephones are for business or emergency use only. Violation will also result in the contract guard service being billed for telephone charges.
20. Unauthorized reading of literature or material not connected with the job or listening to a radio or watching T.V. unless authorized by the bwtech@UMBC South Director or designee for safety reasons.
21. Congregating with other security personnel at any post unless performing assigned duties.
22. Conduct unbecoming a guard or prejudicial to the standards of the security industry.

NOTE: UMBC's rights or remedies shall not be limited in the event UMBC's actual damages exceed the amount withheld from billing, or in the event UMBC fails to require performance of any term or provision of this contract.

VI. INCENTIVE PROGRAM
(DO NOT INCLUDE THIS EXPENSE ON YOUR PRICE PROPOSAL)

To recognize an individual's exemplary performance, the following will be provided as a direct bill back (no-load) expense:

A. Full-Time Guard Force: (Scheduled 40 hour work week)

A bonus of \$100.00 shall be awarded each individual who completes a yearly quarter without receipt of a deficiency, with perfect attendance, and without lateness. In addition to the quarterly bonus, if a guard completes a full year satisfactorily, an additional bonus of \$100.00 will be awarded.

A bonus of \$150.00 shall be awarded each individual who completes a yearly quarter and receives a superior performance rating from the contract guard service and UMBC management.

B. Part-Time Guard Force: (Less than 40 hours per week)

A bonus of \$75.00 shall be awarded each individual who completes a yearly quarter without receipt of a deficiency, with perfect attendance, and without lateness. In addition to the quarterly bonus, if a guard completes a full year satisfactorily, an additional bonus of \$75.00 will be awarded.

A bonus of \$125.00 shall be awarded each individual who completes a yearly quarter and receives a superior performance rating from the contract guard service and UMBC management.

C. Payment of bonus:

Bonuses shall be invoiced separately from other billing and submitted on a quarterly basis. The invoice shall be itemized to include the guard's name and amount of bonus due.

VII. CHANGE/DEVIATION CONTROL

- A. The contract guard service shall not assign any of their rights or obligations under this contract, or subcontract for the performance of any work specified herein, nor shall there be any change to or deviation from the requirements of this procurement specification without the expressed written approval of UMBC. Any apparent conflict in the specification or its references shall be brought to the attention of UMBC for clarification, and the contractor shall not proceed prior to definitive instructions from UMBC. All requests for clarification, changes to or deviations from the contract shall be submitted in writing to:

UMBC
Department of Procurement

1000 Hilltop Circle, Administration 301
Baltimore, MD 21250

An Amendment will be issued for any approved changes.

VIII. CONTINUITY OF SERVICES

- A. The contract guard service shall be responsible for its own labor relations with any labor organization representing or seeking representation among its employees. In the event the contract guard service has knowledge that an actual or potential labor dispute prevents or threatens to prevent timely performance under the contract, the contract guard service shall immediately give notice thereof to the bwtech@UMBC South Director or designee. Such notice shall include all relevant information concerning this dispute. The contract guard service shall recognize its responsibility to guard and protect our plants, premises, material, facilities, properties, and personnel. In the event it is faced with a strike, threatened strike, stoppage of work, or other interferences, the contract guard service shall make every effort to see that its guard force personnel will continue to report for duty, remain at their posts, discharge their duties in the regular manner, and discharge such other protection duties as are determined to be necessary and proper under such circumstances by the bwtech@UMBC South Director or designee. In the event the guard force does not perform as specified under this contract, UMBC may hire outside guards for the duration of the contingency.
- B. This contract may be terminated in whole or in part by UMBC for cause, immediately upon written notice being sent to the contract guard service by registered mail. Also, this contract may be terminated in whole or in part by UMBC without cause, as of the last day of any calendar month, upon written notice being sent to the contract guard service by registered mail at least thirty (30) days prior to the effective date thereof. Payment for work done up to and including the termination date shall constitute full satisfaction of all the contract guard service's claims.

IX. PROPRIETARY INFORMATION

All information with respect to UMBC which is acquired by the contract guard service, whether as a result of direct disclosure by UMBC or otherwise, shall be treated as proprietary information obtained in confidence. None of this information shall be disclosed by the contract guard service or its employees, unless prior written authorization is obtained from the appropriate UMBC representative or unless required by Federal or State law.

X. ADMINISTRATIVE REQUIREMENTS

A. Inspections

1. The contract guard service shall provide 24 hour coverage to perform site supervisory functions.
2. A contract guard service employee, equal to at least the position of Supervisor, shall conduct an unannounced, biannual performance evaluation at each site. The performance evaluation shall:
 - a. Verify guard on shift has received proper basic and on-site training,
 - b. Verify appearance and decorum of security officer is in accordance with contract,
 - c. Ensure that post orders are up-to-date; and
 - d. Verify that the guard service's management is making required visits/inspection.

A copy of this evaluation shall be submitted to UMBC Technology Center Director.

END OF SECTION 2

SECTION 3: SUBMISSION REQUIREMENTS: PROPOSALS AND FORMS

INTRODUCTION/OVERVIEW

ARTICLE 1

A. **INTRODUCTORY SUMMARY OF PROPOSAL SUBMITTALS**: Responses to RFP #BC20960-P are to consist of the following:

1. **Technical Proposal Submittal** (see Article 2 of this Section 3 for detailed information): All proposers will be required to first submit **only a Technical Proposal without a Price Proposal**. One (1) original set and five (5) copies [for a total of six (6) sets] is to be submitted by the proposer. The Technical Proposal Submittal is due by **Wednesday, April 22, 2015 by 2:00 p.m. to the Issuing Office.**
2. **Interview Session** (see Article 3 of this Section 3 for detailed information): Only those Proposers whose technical proposals are deemed susceptible for award in the Initial Technical Evaluation will be requested to participate in an interview with the University. The date and time for these sessions will be set upon completion of the initial technical evaluation; however, it is **anticipated** that the Interviews will be conducted on **Monday, May 18, 2015 between the hours of 9:00 a.m.-4:00 p.m.;** so proposers are advised to set this date and time aside on the applicable calendars accordingly so as to avoid any conflicts. **This date is not anticipated to change.**

The purpose of the Interview Session includes the following:

- (i) to allow the University to meet the Proposer's Contract Representative;
- (ii) discuss selected categories of the Proposer's Technical Proposal;
- (iii) to allow the Proposer to convey its interpretation and understanding of the services required;
- (iv) to provide an opportunity to clarify the scope of services for this engagement; and,
- (v) to review the Price Proposal form.

Each proposer will be required to have the Contract Representative available.

Following the Interview Sessions, the University will conduct a Second Phase Technical Evaluation per the RFP.

3. **Price Proposal Submittal** (see Article 3 of this Section 3 for detailed information): Only those Proposers who are deemed to be susceptible of award after completion of the Second Phase Technical evaluation will be requested to submit a Price Proposal. The final Price Proposal form will be provided to Proposers by addendum. **Appendix C** contains a sample price proposal form. One (1) original set and two (2) copies [for a total of three (3) sets] of the Price Proposal is anticipated to be due on or about **Wednesday, May 22, 2015 at 2:00 p.m. to the Issuing Office.**

B. **TRANSMITTAL LETTER**

A Transmittal Letter must accompany the Technical Proposal Submittal. The purpose of this letter is to transmit the Proposal; therefore, it should be brief, but shall list all items contained within the Technical Proposal. The letter must be sent by an individual who is authorized to bind his firm to all statements, including services and financials, contained in the both the Technical and Price Proposal. The letter should

be on company letterhead with a telephone number and email address for the contact person.

C. **SIGNING OF FORMS**

The Price Proposal, if submitted by an individual, shall be signed by the individual; if submitted by a partnership or joint venture, shall be signed by such member or members of the partnership or joint venture as have authority to bind the partnership or joint venture; if submitted by a corporation, shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary.

If not signed by an officer, there must be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation. Signatures shall be under seal, i.e.: indicated by the word "(Seal)" following signature of individual and partner bidders, and indicated by affixing the Corporate Seal at corporate signatures.

D. **BID/PROPOSAL AFFIDAVIT**

State procurement regulations require that proposals contain certifications regarding non-collusion, debarment, cost and price. The affidavit form, which must be completed by all respondents and returned with their respective responses, is included as a part of Bid/Proposal Affidavit – Appendix A of the RFP.

END OF SECTION 3, ARTICLE 1

RFP#BC-20960-P: SECURITY GUARD SERVICES AT BWTECH@UMBC SOUTH CAMPUS

**SECTION 3: SUBMISSION REQUIREMENTS: PROPOSALS AND FORMS
ARTICLE 2**

TECHNICAL PROPOSAL SUBMITTAL

Technical Proposals are due on or before, **Wednesday, April 22, 2015 by 2:00 p.m.** An original and five (5) sets of the technical proposal [for a total of six (6) sets], are to be submitted to the Issuing Office. (Electronic submission is not acceptable.)

The following items must be included in this Technical Proposal (forms for items #3.2.1, #3.2.2, and #3.2.4 below are included in **Appendix A**):

1. Transmittal Letter
2. Detailed responses to Section 3, Article 2, Technical Proposal Criteria, Items 3.2.1 through 3.2.6 (noted below);
3. Bid/Proposal Affidavit;
4. Insurance Certificate and Letter from Broker; and,
5. Acknowledgment of Receipt of Addenda (If addenda are issued prior to the Initial Technical Proposal due date, this form acknowledging receipt of all addenda **MUST** be included with your Technical Proposal.)

TECHNICAL PROPOSAL CRITERIA:

The following information **must** be furnished in the Technical Proposal per this solicitation. Failure to include any of the items listed below may disqualify your firm's response. Proposers should describe in detail and provide evidence supporting the qualifications requested below. All proposers are to **compile** their Technical Proposals in the order listed.

Items #3.2.1, #3.2.2, #3.2.3, #3.2.4, and #3.2.5 listed below are considered “Desirable” (D) for purposes of evaluation. It is important that all information requested be provided and each form be completed.

3.2.1. (D) **FIRM EXPERIENCE:**

3.2.1.1 Proposers must submit information on prior experience in providing unarmed security guard services.

Complete a “**Firm Experience Form**” (found in **Appendix A**) for three (3) contracts which are similar in size and scope to the University of Maryland, Baltimore County. Provide the dollar value of each contract. At least one of the three, and preferably all three, should be in an academic environment, and should be within the last three (3) years. The following information should be included:

- Firm’s Name and Location;
- Contact Person and Telephone Number;
- Contract Start Date and Completion Date;
- Description of Services;
- Names of Key Personnel who was the Supervisor/Lead Guard at the firm
- Similarities to the University’s requirements.

3.2.1.2 **Firm References:** Provide at least three (3) references (references may be inclusive of those from the experience list above) of contracts which are presently serviced by your company. Provide the contact name, address, telephone number, dates and description of services for each reference. It is imperative that accurate contact names and telephone numbers be given. All references should include a contact person that can comment on the firm's ability to handle an account of this type. All references should be current – three years or less. The University reserves the right to use itself as a reference, where applicable, and/or contact additional references which are known to the University but may not have been provided by the Proposer. By submitting a response to this solicitation, the Proposer consents to such reference contact and hereby releases the University from any liability on the basis of its attempt to obtain information from all such references and all persons and entities providing information from any liability and damages incurred as a result of furnishing this information.

3.2.2 (D) **COMPANY PROFILE**

The Proposer must complete the “**Company Profile Form**” (found in **Appendix A**) describing your firm inclusive of its history, number of years in business, organizational structure, geographic locations, etc. Provide your firm's annual sales volume for the last three (3) years and identify what percentage thereof is associated with security guard services

3.2.3(D) **PLAN OF ACTION**

Contract Guard Service is required to have one security officer on site. The guard service is also required to have a supervisor for each shift and a supervisor for the contract. Neither supervisor is required to be on site with the security officer, but they are to be available if needed during each shift. The Contract Guard Service must submit a plan on how the Contractor will provide security for the facility, property and individuals described herein. The plan should also address:

- 3.1 **Schedule:** The plan must include a schedule for guard supervision by Contract Guard Service. (See Section 2, Scope of Work, Item II “Technical Performance Requirements” for more details.)
- 3.2 **Personnel Standards:** Contract Guard Service is to describe “how” they will comply with the specific security force personnel selection criteria, as well as, complete the background investigation of all guard force personnel.
- 3.3 **Training:** Contract Guard Services it to describe and explain “how” their personnel will be trained.
- 3.4 **Documentation/Reporting:** Contract Guard Service is to describe the processes in place now, or to be used, for providing Incident or other Reports and Documentation to UMBC. Describe those reports and documents.
- 3.5 **Timeline:** Contract Guard Service is to describe the plan and timeframe needed to transition into this contract.

3.2.4(D) **KEY PERSONNEL**”

3.2.4.1 **Key Personnel:** The Proposer must submit information on the person(s) to be assigned to this contract upon award. The information should clearly show the training and experience in security guard services.

Complete the “**Key Personnel Form**” (found in **Appendix A**) for the Primary Contract Representative(s) who will be assigned to this contract. Information to be provided on this person includes a) educational background, b) employment background including positions held and durations, c) prior contract experience including the role the person played on the contracts, and d) project references.

This person must be a direct employee of the firm, and would be the University's primary point of contact, and be the person with whom UMBC would directly work.

Note – Personnel Commitment: By submitting this name for consideration under this key Personnel Section, the Proposer is committing this person to the University for this project's duration if awarded the project. No personnel changes will be permitted without written authorization from the University via a contract amendment issued by the University's Procurement Office.

3.2.4.2 **Key Personnel References:** Provide two (2) references on the Contract Representative in the space provided on the Key Personnel form (see **Appendix A**):

Reference Notes:

- a. Such references are to be from different contracts
- b. The University reserves the right to verify all information given if it so chooses, as well as to check any other sources available.
- c. Please be sure that accurate information is provided and that the contact person is capable of speaking to a firm's and/or key person's capability in performing the services required. References will be held in the strictest of confidence.

3.2.5 (D) **Financial Stability of the Company:** The Proposer must include in their Technical Proposal, a statement indicating the financial stability and ability to manage this contract. Such a statement may consist of one of the following: a current Financial Report (preferred) or a Dun and Bradstreet Report with D&B rating noted; or, a narrative of the past five years' business profile, etc. Statements shall be current. All information will be kept confidential.

3.2.6 **Insurance:** The Proposer must include in their Technical Proposal, a copy of their current Certificate of Insurance, or a certification letter from the insurer (rather than the agent) that all requested coverages are available and will be provided to the contractor upon award of this contract. The Insurance requirements are listed in **Appendix D** of the RFP

3.2.7. **Bonds:** If the Proposer anticipates the cost of the contract to exceed \$100,000.00, the Proposer must provide a Bid Bond, Payment Bond and Performance Bond. The proposer is to provide a Letter from the Insurer in their Technical Proposal stating that the required Bonding (Performance Bond and Payment Bond) is available should the firm be awarded the contract. The letter should not indicate an amount or price.

The actual Bid Bond is to be included in the Price Proposal. The Performance Bond and Payment Bonds (**Appendix C**) will be executed in the amount of one hundred (100%) of the total estimated Contract only with the awarded firm. The cost for the Performance and Payment bonds must be included in the Price Proposal.

END OF SECTION 3, ARTICLE 2

SECTION 3: SUBMISSION REQUIREMENTS: PROPOSALS AND FORMS

**INTERVIEW SESSIONS AND PRICE PROPOSAL
ARTICLE 3**

- 3.3.1 **INTERVIEW SESSIONS:** Only those Proposers who are deemed susceptible for award following in the initial technical evaluation will be requested to attend an Interview Session. The date and time for these sessions will be set upon completion of the initial technical evaluation; however, it is **anticipated** that the Interviews will be conducted **Monday, May 18, 2015, between the hours of 9:00 a.m. -4:00 p.m.**; so proposers are advised to set this date and time aside on the applicable calendars accordingly so as to avoid any conflicts. **This date is not** anticipated to change.

The purpose of the Interview Session includes the following:

- (i) to allow the University to meet the Proposer's Contract Representative(s);
- (ii) discuss selected categories of the Proposer's Technical Proposal;
- (iii) to allow the Proposer to convey its interpretation and understanding of the services required;
- (iv) to provide an opportunity to clarify the scope of services for this engagement; and,
- (v) to review the Price Proposal form.

Note: Each proposer will be **required** to have the Contract Representative(s) in attendance at this interview session.

Following the Interview Sessions, the University will conduct a Second Phase Technical Evaluation per the RFP.

- 3.3.2 **PRICE PROPOSAL** (sample form provided in **Appendix C**): Only those proposers who are deemed to be susceptible of award after the Second Phase Technical Evaluation will be requested to submit a price proposal.

The due date and time for price proposals is anticipated to be **Wednesday, May 27, 2015 on or before 2:00 p.m.** The Price Proposal shall be filled out **completely** in ink or typed on the Price Proposal Form. Any erasures and/or alterations to the Proposer's pricing shall be initialed in ink by the signer. Please note, however, that no changes, alterations or additions to the Price Proposal Form are permitted. The Price Proposal shall clearly indicate the total cost to the University for the provision of services per the RFP.

The Price Proposal must contain complete cost information for all items and services proposed to be furnished.

END OF SECTION 3, ARTICLE 3

SECTION 4: EVALUATION PROCESS

EVALUATION OF PROPOSALS

4.1 TECHNICAL EVALUATION:

4.1.1 **Overview:**

Proposals are evaluated to determine which proposal is most advantageous to the University. The process involves applying the evaluation criteria contained in the RFP and ranking the proposals from most to least advantageous. If used in the evaluation process, numerical point scores will be useful guides but will not be the sole factor in determining the award. The decision for the award will not be made solely by the raw scores themselves, but rather by the strengths, weaknesses, advantages, and deficiencies that the scores represent.

The criteria that will be used by the committee for the technical evaluation of the proposals for this specific procurement are listed below. Each committee member will evaluate the proposals on each major criterion.

Minor irregularities in proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the University's best interest.

4.1.2 **Initial Technical Evaluation:**

An evaluation of the Technical Proposals will be conducted by the University's Evaluation and Selection Committee. The technical criteria is as follows:

1. Firm Experience /References
2. Company Profile
3. Plan of Action
4. Key Personnel/References
5. Financial Stability

Firms will be ranked. Those proposals not considered "to be reasonably susceptible of being selected for award" may be rejected after the initial technical evaluation and will not progress further in the procurement. A short list will be developed based on the initial technical evaluation results. Upon completion of the initial technical evaluation, all proposers will be notified as to the results of the initial technical evaluation of his/her firm's technical proposal. Only shortlisted firms will advance in the procurement process.

Proposers must achieve a minimum of 75% or better of the available technical points in order to continue in the procurement process and be asked to participate in the Interview Session at the University.

4.1.3 **Second Phase Technical Evaluation**

Following the Interview sessions held with the short listed firms, a **Second Phase Technical Evaluation** will be conducted. The technical criteria will include the items noted in 4.1.2 above along with (i) the Proposer's presentation of their interpretation and understanding of the services required and (ii) the reference scores for the Key Personnel and Firm experience.

In the Second Technical Evaluation, all information provided by the Proposer in the Technical Proposal will be re-evaluated based on the discussions with the short listed firms at the Interview session along with the additional information noted above. Proposers must maintain a 75% or

better of the technical points available in order to move to the Price Proposal phase of the procurement.

4.1.4 Final Technical Evaluation:

The University will establish a ranking of technical proposals from highest to lowest. If a numerical point scoring system is utilized, scores will be normalized, that is the highest ranked proposal will receive 100% of the available technical score with subsequently lower ranked proposals receiving proportionately lower scores. A second shortlist may result from this evaluation. Upon completion of the second phase technical evaluation, all proposers will be notified as to the results of the second phase technical evaluation of his/her firm's technical proposal.

4.2 PRICE PROPOSAL EVALUATION

Upon completion of the Second Phase Technical Evaluation, **only** those firms whose technical proposals achieves or maintains 75% or better of the technical score will be requested via an addendum to submit a **Price Proposal**.

4.2.1 Price Evaluation:

Price Proposals will **not** be opened publicly. Price Proposals will be evaluated based on the quoted hourly rate and annual lump sum price.

4.2.2 Final Price Evaluation:

The University will establish a financial ranking of the proposals from lowest to highest total offers. If a numerical rating is utilized, the lowest evaluated total offer will receive 100% of the points awarded to the financial portion with subsequently higher quotes receiving proportionally lower points.

4.3 DISCUSSIONS

The University reserves the right to recommend a Proposer for contract award based upon the Proposer's technical proposal and price proposal without further discussions. However, should the Committee find that further discussion would benefit the University, the Committee shall recommend such discussions to the Procurement Officer. Should the Procurement Officer determine that further discussion would be in the best interest of the University, the Procurement Officer shall establish procedures and schedules for conducting discussions and will notify responsible Proposer(s).

4.4 BEST AND FINAL OFFERS

When in the best interest of the University, the Committee may recommend and the Procurement Officer may permit qualified Proposers to revise their proposals by submitting "Best and Final" offers either during the Technical Phase and/or the Price Proposal Phase of this procurement.

4.5 FINAL RANKING AND SELECTION

Following evaluation of the technical proposals and the price proposals, the Evaluation and Selection Committee will make an initial overall ranking of the proposals and recommend to the Procurement Officer the award of the contract to the responsible Proposer whose proposal is determined to be the most advantageous to the University based on the results of the final technical and financial evaluation in accordance with the University System of Maryland Procurement Policies and Procedures. **Technical merit will have a greater weight than financial in the final ranking.**

Award may be made to the proposal with a higher technical ranking even if its cost proposal is not the lowest. The decision of the award of the contract will be made at the discretion of the Procurement Officer and will depend on the facts and circumstances of the procurement. The Procurement Officer retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the Contractor that provides the best overall value to the University.

The University may select one or more Contractors to further engage in negotiations, including terms of a contract and other issues to be incorporated into the contract. The University reserves the right to make an award with or without negotiations.

END OF SECTION 4

APPENDIX A

TECHNICAL EVALUATION FORMS

(Forms are to be submitted in the Technical Proposal)

Firm Experience Form

Company Profile

Key Personnel Form

Bid/Proposal Affidavit

Acknowledgement of Receipt of Addenda (if any)

**RFP#BC-20960-P: SECURITY GUARD SERVICES AT BWTECH@UMBC SOUTH CAMPUS
FIRM EXPERIENCE**

Note: A separate form is to be completed and submitted for each of the requested three (3) contracts. At least one (1) and preferably all three should be in higher education/academic environments.

Proposer: _____

Contract Name/Location: _____

Company/Institution Name: _____

Contact Person's Name: _____ Title: _____

Contact Phone Number: _____ eMail Address: _____

1. Brief Description of Services Performed:

_____ 2.

Dates services provided: (Contract start date and contract end date):

3. Contract Dollar Value (annually): \$ _____

4. Contract Setting (i.e. University, hospital, etc.): _____

5. Number of Guards provided: Unarmed: _____ Armed: _____

6. Number of buildings serviced: _____

7. Hours of service on the contract (ex. 24 hrs.; 8 am-5pm, etc.)

8. Name of Key Personnel/Contract Representative(s): _____

9. Similarities to the UMBC Engagement: _____

COMPANY PROFILE FORM

Page 1 of 2

COMPANY NAME: _____

MAILING ADDRESS _____

CITY: _____ STATE: _____ ZIP CODE: _____

DATE OF INCORPORATION: _____ STATE OF INCORPORATION: _____

OF YEARS IN BUSINESS: _____ *NUMBER OF EMPLOYEES: _____

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:

NAMES OF PRINCIPAL(S) AND TITLE(S):

LOCATION OF OFFICE THAT WILL PROVIDE SERVICES TO UMBC AND NUMBER OF
EMPLOYEES AT THAT LOCATION (if different from above):

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____ *NUMBER OF EMPLOYEES _____

<u>*Role/Title</u>	<u>Number</u>
_____	_____
_____	_____
_____	_____
_____	_____

TYPE(S) OF SERVICES YOUR COMPANY PROVIDES:

COMPANY PROFILE FORM

Page 2 of 2

PROPOSER: _____

COMPANY HISTORY (Provide a narrative on the history of the company, and the number of years providing similar services to the UMBC contract requirements. A separate sheet may be attached and referenced below):

ANNUAL SALES VOLUME*

YEAR	ANNUAL SALES VOLUME	% Unarmed Security Guard Services	% Armed Security Guard Services or OTHER
2014			
2013			
2012			

Is the proposing firm the local office of a parent company or subsidiary? Yes _____ No _____

*If yes, please verify below that the above figures reflect the sales data for the local office that will manage this contract, not the parent company:

END OF COMPANY PROFILE FORM

KEY PERSONNEL FORM

Proposer: _____

1. PERSON'S NAME: _____

2. POSITION TO BE ASSIGNED: Contract Representative

3. EDUCATIONAL BACKGROUND:

Institution	Degree/Diploma/Certificate	Major (if any) and Date of Degree or Diploma

4. EMPLOYMENT HISTORY

List the position (title) and dates of service at current employer

4.1 Current Employment:

Title: _____

Dates of Employment: From: _____ To: _____

Title: _____

Dates of Employment: From: _____ To: _____

4.2 Prior Employer's Name: _____

Dates of Employment: _____

Position Held	Duration by Date(s)

4.3 Prior Employer's Name: _____

Dates of Employment: _____

Position Held	Duration by Date(s)

KEY PERSONNEL FORM

Proposer: _____

5. **SIMILAR RELEVANT CONTRACT EXPERIENCE/REFERENCES:** Provide a description of the Contract Representative's experience on other similar locations. (Note: As indicated in the solicitation document, references are to be **contract references not employment references**; that is, the University is interested in speaking to a Client regarding the person's performance on a particular contract.) Per the solicitation documents, the University will contact the references provided below during the evaluation.

5.1 Reference Contact Person & Title: _____

Telephone Number: _____ eMail Address: _____

Company Name: _____

Key Person's Role: _____

Description of Services Provided:

Contract Period: _____

Was this person the Contract Representative for the entire contract period? Yes__ No __

5.2 Reference Contact Person & Title: _____

Telephone Number: _____ eMail Address: _____

Company Name: _____

Key Person's Role: _____

Description of Services Provided:

Contract Period: _____

Was this person the Contract Representative for the entire contract period? Yes__ No __

RFP#BC-20960-P: SECURITY GUARD SERVICES AT BWTECH@UMBC SOUTH CAMPUS

APPENDIX A

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT: I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. NOT USED

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES (applicable if an MBE goal is set)

The undersigned bidder or offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES (if applicable to the solicitation)

The undersigned bidder or offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)–(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded *nolo contendere* to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):_

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of a criminal offense incident to obtaining or attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), (4) or (5), above;
- (7) Been found civilly liable under a state or federal antitrust statutes for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT: I am aware of, and the above business will comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT: I am aware of and that the above business will comply with, Election Law Article, §§14-101 – 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL-FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs and alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace,

(ii) The business' policy of maintaining a drug and alcohol-free workplace,

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by K(2)(b), above;

(h) Notify its employees in the statement required by §K(2)(b) above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement, and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than five (5) days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination, or

(ii) Require an employee to satisfactorily participate in a *bona fide* drug or alcohol abuse assistance or rehabilitation program; and,

(k) Make a good faith effort to maintain a drug and alcohol-free workplace through implementation of §K(2)(a)-(j), above.

(3) If the business is an individual, the individual shall certify and agree, as set forth in K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic___)(foreign___) [check one] corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

(If not applicable, so state.)

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

M. CONTINGENT FEES

I FURTHER AFFIRM THAT: The business has not employed or retained any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent, any fee or any other consideration contingent on the making of the Contract.

N. CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

(1) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(2) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

(3) The bidder or offeror warrants that, except as disclosed in §(4), below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

(4) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain detail—attach additional sheets if necessary):

(5) The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

O. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned bidder or offeror certifies that, in accordance with State Finance & Procurement Article, §17-705:

(i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

(2) The undersigned bidder or offeror is unable to make the above certification regarding its investment activities in Iran due to the following activities:

P. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and, (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any right or remedy conferred by the Constitution and the laws of Maryland in respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business in respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: _____ By: _____
(Authorized Representative and Affiant)

Company Name: _____

FEIN No: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: BC-20960-P

**TECHNICAL PROPOSAL
DUE DATE:** WEDNESDAY, APRIL 22, 2015 at 2:00 P.M.

**RFP FOR:
CAMPUS** SECURITY GUARD SERVICES AT BWTECH@UMBC SOUTH

NAME OF PROPOSER: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No. _____	dated _____
Addendum No. _____	dated _____
Addendum No. _____	dated _____
Addendum No. _____	dated _____
Addendum No. _____	dated _____

As stated in the RFP documents, this form is included in our Technical Proposal.

Signature

Name Printed

Title

Date

END OF FORM

APPENDIX B

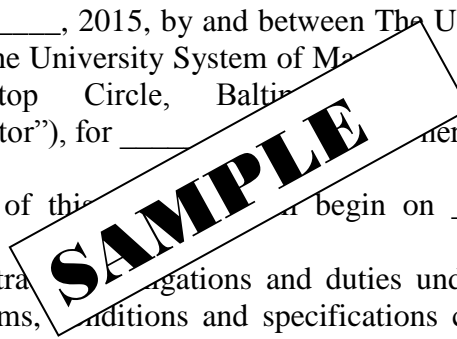
CONTRACT FORMS

(These forms will be completed only by the firm that is awarded the contract)

Standard UMBC Services Contract
Contract Affidavit
Performance Bond
Payment Bond

CONTRACT
BETWEEN
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
AND

By this Contract, made as of the ___ day of _____, 2015, by and between The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland, an agency of the State of Maryland ("University"), 1000 Hilltop Circle, Baltimore, Maryland 21250, and _____ ("Contractor"), for _____ hereby agree as follows:



1. **TERM OF CONTRACT:** The term of this Contract shall begin on _____, 2014 and terminate on _____.
2. **SCOPE OF CONTRACT:** The Contractor's obligations and duties under this Contract shall include, but are not limited to, the terms, conditions and specifications contained in RFP No. _____ and any amendments or changes thereto as well as the Contractor's proposal submitted in response to the aforementioned RFP (collectively referred to hereinafter as the "Contract Documents"). These obligations and duties are subject to the unilateral right of the University to order, in writing, changes in the work within the scope of the Contract.
3. **COMPENSATION AND METHOD OF PAYMENT:**
 - A. As compensation for satisfactory performance of the work described in Paragraph 2, above, the University will pay the Contractor \$_____.
 - B. The Contractor's Federal Tax Identification Number or, where applicable, Social Security Number is _____.
 - C. The Contractor shall be paid only for items or services that are specifically named in this Contract. No additional costs for items or services will be paid by the University without its prior express written consent.
4. **DELIVERY:** Delivery shall be made in accordance with bid/RFP specifications. The University reserves the right to test any materials, equipment, supplies or services delivered to determine if the specifications have been met. The materials listed in the specifications shall be delivered FOB the point or points specified prior to or on the date specified in the solicitation. Any material that is defective or fails to meet the terms of the specifications shall be rejected. Rejected materials shall be promptly replaced. The University reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejects shall be liable for any excess price paid for the replacement plus applicable expenses, if any.
5. **NON-HIRING OF EMPLOYEES:** No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.
6. **RESPONSIBILITY OF CONTRACTOR:**
 - A. The Contractor shall perform the services with that standard of care, skill and diligence normally provided by a Contractor in the performance of services similar to the services hereunder.
 - B. Notwithstanding any review, approval, acceptance or payment for the services by the University, the Contractor shall be responsible for professional and technical accuracy of its work, design drawings, specifications and other materials furnished by the Contractor under this Contract.
7. **DISSEMINATION OF INFORMATION:**

- A. During the term of this Contract, the Contractor shall not release any information related to the services or performance of the services under this Contract nor publish any final reports or documents without the prior written approval of the University.
 - B. The Contractor shall indemnify and hold harmless the University, its officers, agents and employees, from all liability which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, documents, or materials pertaining in any way to this Contract by the Contractor, its agents or employees.
8. **OWNERSHIP OF DOCUMENTS AND MATERIALS:** The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs graphics, mechanical, artwork, and computations prepared by or for it under the terms of this Contract shall at anytime during the performance of the services be made available to the University upon request by the University and shall become and remain the exclusive property of the University upon termination or completion of the services. The University shall have the right to use same without restriction or limitation and without compensation to the Contractor other than that provided by this Contract. The University shall be the owner for purposes of copyright, patent or trademark registration.
9. **PATENTS, COPYRIGHTS AND TRADE SECRETS:**
- A. If the Contractor furnishes any design, device, material, process or other item which is covered by a patent or copyright or which is deemed proprietary to or a trade secret of another, Contractor shall obtain the necessary permission or license to use such item.
 - B. Contractor will defend or settle, at its own expense, any claim or suit against the University alleging that any such item furnished by Contractor infringes any patent, trademark, copyright, or trade secret. Contractor also will pay all damages and costs that by final judgment may be assessed against the University due to such infringement and all attorneys' fees and litigation expenses reasonably incurred by the University to defend against such a claim or suit. The obligations of this paragraph are in addition to those stated in paragraph 16 below.
 - C. If any products furnished by Contractor become, or in Contractor's opinion, are likely to become, the subject of a claim of infringement, Contractor will, at its option: (1) procure for the University the right to continue using the applicable item; (2) replace the product with a non-infringing product substantially complying with the item's specifications; or (3) modify the item so it becomes non-infringing and performs in a substantially similar manner to the original item.
10. **DISPUTES:** This Contract shall be subject to the provisions of University System of Maryland Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Any dispute that is not subject to the jurisdiction of the Maryland State Board of Contract Appeals, as provided in the University System Procurement Policies and Procedures, shall be brought in and heard by the courts of the State of Maryland, and the parties voluntarily consent to the exclusive jurisdiction of the courts of this State for any such proceeding.
11. **NON-DISCRIMINATION IN EMPLOYMENT:** During the performance of this contract, the Contractor agrees as follows: (a) The Contractor will not discriminate against any employee, applicant for employment, or individual because of race, color, religion, creed, age, sex, sexual orientation, gender identity or expression, marital status, national origin, veteran's status, genetic information, and/or physical or mental handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, age, sex, sexual orientation, gender identity or expression, marital status, national origin, veteran's status, genetic information, and/or physical or

mental handicap; (b) The Contractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must, at minimum, contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined; (c) The Contractor will post in conspicuous places, available to employees, applicants for employment, and representatives of each labor union with which the covered Contractor has a collective bargaining agreement, notices setting forth the provisions of the nondiscrimination clause in subsection (a); (d) In the event of the Contractor's noncompliance with the nondiscrimination clause, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the University of Maryland Baltimore County (UMBC); and (e) The Contractor will include the provisions of paragraphs (a) through (d) in every subcontract so that such provisions will be binding upon each subcontractor or vendor.

12. **CIVIL RIGHTS ACT 1964**: Vendors and Contractors providing materials, equipment, supplies or services to the State under this Contract herewith assure the State that they are conforming to the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1988, and the Civil Rights Act of 1991, and Section 202 of Executive Order 11246 of the President of the United States of America as amended by Executive Order 11375, as applicable.
13. **AFFIRMATIVE ACTION**: The Contractor and all subcontractors shall develop and maintain affirmative action plans directed at increasing the utilization of women and members of minority groups on State public works projects, pursuant to the Executive Order 11246 of the President of the United States of America and guidelines on Affirmative Action issued by the Equal Employment Opportunities Commission (EEOC) 29 C.F.R. part 1608 and the Governor of Maryland's Executive Order 01.01.1993.16.
14. **CONFLICT OF INTEREST LAW**: It is unlawful for any University officer, employee, or agent to participate personally in his official capacity through decision, approval, disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, child, brother, or sister, has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of Article 40A, §3-101 et seq of the Annotated Code of Maryland.
15. **CONTINGENT FEE PROHIBITION**: The Contractor, Architect, or Engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, Architect, or Engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.
16. **INTELLECTUAL PROPERTY**: Contractor agrees to indemnify and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.
17. **SOFTWARE CONTRACTS**: [Delete if not applicable and insert "N/A"] As specifically provided by Maryland Code Annotated, Commercial Law Article, Section 21-104, the parties agree that this Contract shall not be governed by the Uniform Computer Information Transaction Act ("UCITA"), Title 21 of the Maryland Code Annotated, Commercial Law Article, as amended from time to time. This Contract shall be governed by the common law of Maryland relating to

written agreements, as well as other statutory provisions, other than UCITA, which may apply, and shall be interpreted and enforced as if UCITA had never been adopted in Maryland. Contractor agrees that, as delivered to the University, the software does not contain any program code, virus, worm, trap door, back door, timer or clock that would erase data, or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its conditions, or manually on command of Contractor.

18. **EPA COMPLIANCE:** Materials, supplies, equipment and services shall comply in all respects with the federal Noise Control Act of 1972, where applicable. Power equipment, to the greatest extent possible, shall be the quietest available. Equipment certified by the US EPA as a Low Noise Emission Product pursuant to the Federal Noise Control Act of 1972 shall be considered to meet the intent of the regulation. The Contractor must supply and have immediately available to their employees spill containment equipment/supplies necessary to contain any hazards they may introduce to the job site. The Contractor is responsible for any and all costs incurred by the University in remediating spills or releases of materials he/she introduced onto the job site.
19. **TERMINATION OF MULTI-YEAR CONTRACTS DUE TO LACK OF APPROPRIATIONS:** If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.
20. **TERMINATION FOR DEFAULT:** If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the University may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the University's option, become the University's property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.
21. **TERMINATION FOR CONVENIENCE:** The performance of work under this Contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

22. **DELAYS AND EXTENSIONS OF TIME:** The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a State Contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a sub-contractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.
23. **VARIATIONS IN ESTIMATED QUANTITIES:** [Delete is not applicable - if contract does not contain estimated quantity items.] No equitable adjustment shall be permitted in favor of either the State of Maryland or the Contractor in the event that the quantity of any pay item in this Contract is an estimated quantity and the actual quantity of such pay item varies from the estimated quantity stated in the Contract.
24. **LIQUIDATED DAMAGES:** [To be included where deemed appropriate by the Procurement Officer or insert "N/A"] Time is an essential element of the Contract and it is important that the work be vigorously prosecuted until completion. For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the contract, the Contractor shall be liable for liquidated damages in the amount(s) provided for in the solicitation, provided, however, that the due account shall be taken of any adjustment of the specified completion time(s) for completion of work as granted by approved change orders.
25. **SUSPENSION OF WORK:** The procurement officer unilaterally may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the University.
26. **PRE-EXISTING REGULATIONS:** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.
27. **FINANCIAL DISCLOSURE:** The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.
28. **POLITICAL CONTRIBUTION DISCLOSURE:** The Contractor shall comply with Article 33, Sections 14-101 through 14-104, of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year under which the person receives in the aggregate \$100,000 or more shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or

contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

29. **RETENTION OF RECORDS:** The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the University hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.
30. **AUDIT:** The University reserves the right to request an independent review of the Contractor's financial operations and overall contract compliance ("Review"). The Review would be at the Contractor's expense and comprised of an agreed upon procedures engagement by an independent certified public accountant with a protocol acceptable to both parties at the time of the request.
31. **COMPLIANCE WITH LAWS:** The Contractor hereby represents and warrants that:
- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 - B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
 - C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
 - D. It shall obtain at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.
32. **COST AND PRICE CERTIFICATION:** By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:
- A. A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement officer; or
 - B. A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the procurement officer.
 - C. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.
33. **TRUTH-IN NEGOTIATION CERTIFICATION:** [Mandatory provision for architectural services or engineering services contracts exceeding \$100,000. It shall be in substantially the same form as follows: or insert "N/A" if not applicable.] The Contractor by submitting cost or price information, including wage rates or other actual unit costs, certifies to the best of its knowledge, information and belief, that:
- A. the wage rates and other factual unit costs supporting the firm's compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;
 - B. if any items of compensation were increased due to the furnishing of inaccurate, incomplete or noncurrent wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The University's right to adjustment includes the right to a price

adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and

- C. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or noncurrent wage rates and other factual costs.

34. **PAYMENT OF UNIVERSITY OBLIGATIONS:** Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the University's receipt of a proper invoice from the Contractor. Each such invoice must reflect the Contractor's federal tax identification number. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited.
35. **SET-OFF:** The University may deduct from and set-off any amounts due and payable to the Contractor any back-charges or damages sustained by the University by virtue of any breach of this Contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.
36. **INDEMNIFICATION:** The University shall not assume any obligations to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this Contract.
37. **PROHIBITION AGAINST SHIFTING MARYLAND INCOME TO OUT-OF-STATE AFFILIATES:** Contractor may not, for any period during the Contract term, seek to reduce the amount of Contractor's income subject to Maryland income tax by payments made to an affiliated entity or an affiliate's agent for the right to use trademarks, trade names, or other tangible property associated with Contractor. Contractor agrees that during the course of this Contract it shall not make any such royalty or similar payments to any affiliated company; and if any such royalty or similar payments are made, Contractor and the affiliated company shall file separate Maryland income tax, under a formula that reasonably apportions the income of the affiliated company among the states, including Maryland, in which the Contractor does business. Contractor agrees that it is authorized to bind its affiliated entities to the terms hereof.
38. **USE OF CONTRACTOR'S FORMS NOT BINDING ON STATE:**
- A. The use or execution by the University of any forms, orders, agreements, or other documents of any kind, other than the Contract documents, used pursuant to or in the administration of any contract awarded by the University to the Contractor, shall not bind the University to any of the terms and conditions contained therein except those provisions:
- (1) Generally describing for the purposes of ordering: equipment or services to be provided, locations, quantities, delivery or installation dates, and, to the extent consistent with the Contract Documents, prices; and
 - (2) not otherwise inconsistent with the Contract Documents.
- B. Any such form, order, or others document shall not vary, modify, or amend the terms and provisions of the Contract Documents, notwithstanding any provision to the contrary in such document, unless all of the following conditions are met:
- (1) the document expressly refers to the particular document and provision of the Contract Documents being modified and plainly and conspicuously identifies any modifications thereto as a modification; and

- (2) the document is executed on behalf of the University by the procurement officer; and
- (3) execution of the document is approved by the procurement authority whose approval is required by law.

- 39. **ASSIGNMENT**: This Contract and the rights, duties, and obligations hereunder may not be assigned or subcontracted by Contractor without the prior written consent of the University.
- 40. **WAIVER OF JURY**: UNIVERSITY AND CONTRACTOR, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY ARE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS CONTRACT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES WHO ARE NOT PARTIES TO THIS CONTRACT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY UNIVERSITY AND CONTRACTOR, WHO HEREBY REPRESENT AND WARRANT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY AN INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.
- 41. **MARYLAND LAW**: This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflicts of law or choice of law principles.
- 42. **FORCE MAJEURE**: If either party's performance(s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond that party's control, then each party's obligations with respect to the affected performance(s) shall be excused and neither party will have any liability in connection therewith.
- 43. **SUCCESSORS AND ASSIGNS**. This Agreement will bind upon and inure to the benefit of the parties hereto and their respective personal representatives/successors and assigns. Successors and assigns shall agree to assume in writing the obligations under this Contract.
- 44. **COMPLIANCE WITH FERPA**: The University agrees that, for purposes of the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) as amended ("FERPA"), the Contractor will be considered a contractor to whom functions and services have been outsourced by the University. As a result of these function and services, the Contractor might have access to educational records, as defined by FERPA. Contractor agrees that it shall not re-disclose personally identifiable educational records that it receives from the University pursuant to this Agreement, unless such disclosure is authorized to perform the functions and services provided through this agreement or is authorized under FERPA. Contractor expressly warrants and represents that it shall not use the student information or educational records provided by the University for any purpose other than to comply with the terms of this Agreement with the University. Contractor shall indemnify and hold harmless the University from and against any and all claims, suits, proceedings, costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs, attorney's fees, and other reasonable expenses of litigation, which may arise out of, relate to, or be a consequence of, an unauthorized disclosure of educational records. Contractor will, upon discovery, or receipt of notice, of a potential, or actual, material unauthorized disclosure of educational records, immediately report said occurrence to the University. Contractor will work with the University to remediate the unauthorized disclosure (or

anticipated unauthorized disclosure) at the expense of Contractor. The terms of the remediation are the sole and exclusive determination of the University.

45. **SMOKE-FREE CAMPUS:** In an effort to provide a healthy, smoke-free environment for everyone on campus, and in accordance with USM policy, effective, July 1, 2013, UMBC has become smoke-free campus. To ensure that this policy is adhered to, individuals found in violation will be directed to review the smoking policy online at smokefree.umbc.edu. Those violating the policy after that will be subject to a fine. This new policy reflects a national movement to provide healthy, smoke-free environments on college campuses and brings UMBC in line with more than 800 colleges in the United States that are already smoke free.
46. **RESPONSIBILITY FOR TECHNOLOGY EXPORT CONTROL:**
- A. The Seller shall comply with all applicable U.S. export control laws and regulations in the performance of this Purchase Order and the distribution and use of resulting work products.
Generally, U.S. export control laws and regulations apply to any shipment, transmission, transfer, or exposure to any foreign person, as defined in 22 CFR 120.16, of commodities (equipment, hardware, or material); technology (technical data, information, or assistance); and software (commercial or custom), regardless of where (inside or outside the United States) or how it may occur.
 - B. The Seller shall be responsible for obtaining the appropriate licenses or other approvals for exports of commodities, technology, and software, unless an exemption or exception applies. The Seller shall also be responsible for obtaining the appropriate licenses or other approvals before utilizing a foreign person or entity in the performance of this Purchase Order, including instances where the work is to be performed at the LLNL, where the foreign person or entity will have access to any information, technology, or software subject to export control.
 - C. The Seller shall be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions and exceptions.
 - D. The Seller shall ensure that the provisions of this clause apply to its subcontractors
47. **CONTRACT CONTROLS:** It is mutually agreed that any attached contract, or addenda thereto, by and between the University and the Contractor pertaining to this Contract is supplemental and subordinate to this University of Maryland, Baltimore County Contract. The terms and conditions of this University of Maryland, Baltimore County Contract shall, at all times and in all events and situations, be controlling.
48. **CONTRACT AFFIDAVIT:** The Contract Affidavit required by the USM Procurement Policies and Procedures, consisting of Authorized Representative statement, Certification of Corporate Registration and Tax Payment, and Certain Affirmations Valid is attached and is a part of this Contract that must be executed by an authorized representative of the Contractor.
49. **ENTIRE AGREEMENT:**
- A. This Contract constitutes the entire agreement of the parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the parties with respect to the subject matter hereof. This Contract is intended by the parties as the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement.
 - B. Headings: All headings are for reference purposes only and must not affect the interpretation of this Contract. All references to days in this Agreement mean calendar days, unless otherwise expressly stated. All references to including

- mean including without limitation.
- C. Partial Invalidity. Any provision of this Contract which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.
 - D. Notices. Any notice required to be given hereunder shall be deemed to have been given either when served personally, by facsimile, or when sent by first class mail addressed to the parties at the addresses set forth in this Agreement.
 - E. Counterparts. This Contract may be executed simultaneously, in two (2) or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to any other counterpart.

(Signatures to be placed on the following page)

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on their behalf by the undersigned as of the date first shown above.

Contractor: _____

Witness

BY: _____
Signature

Typed/Printed Name

Title

Date

Telephone Number

University of Maryland Baltimore County

Witness

BY: _____
Signature

Typed/Printed Name

Title

Date

Telephone Number

(Revised 05/29/14)

CONTRACT AFFIDAVIT

(This affidavit is a mandatory contract addendum in accordance with USM Procurement Policies and Procedures, but it is only required from the successful Contractor.)

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) SAMPLE and the duly authorized representative of (business) SAMPLE and that I possess the legal authority to make this Affidavit on behalf of myself and the contractor for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic____) (foreign____) [check one] corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

(2) Except as validly contested, the Contractor has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due to the State of Maryland prior to final settlement.

C. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned bidder or offeror certifies that, in accordance with State Finance & Procurement Article, §17-705:

(i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

(2) The undersigned bidder or offeror is unable to make the above certification regarding its investment activities in Iran due to the following activities:

D. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Proposal Affidavit dated _____, 20__, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____ By: _____

Revised January 2013

PERFORMANCE BOND

<i>Principal</i>	<i>Business Address of Principal</i>
<i>Surety</i>	<i>Obligee</i> <p style="text-align: center;">STATE OF MARYLAND</p>
<i>a corporation of the State of</i> <i>and authorized to do business in the State of Maryland</i>	<i>By and through the following</i> <i>Administration</i>
<i>Penal Sum of Bond (express in words and figures)</i>	<i>Date of Contract</i> <p style="text-align: right;">., 20.</p>
<i>Description of Contract</i>	<i>Date Bond Executed</i> <p style="text-align: right;">., 20.</p>
<i>Contract Number:</i>	

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we, the cosureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

- 1. Principal shall well and truly perform the Contract; and*
- 2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.*

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of Witness

Individual Principal

..... as to (SEAL)

In Presence of Witness

Co-Partnership Principal

..... (SEAL)
(Name of Co-Partnership)

..... as to *By:* (SEAL)

..... as to (SEAL)

..... as to (SEAL)

Corporate Principal

Attest:

.....
(Name of Corporation)

.....
Corporate Secretary

By:
President

*AFFIX
CORPORATE
SEAL*

.....
(Surety)

Attest:

(SEAL)

By:

*AFFIX
CORPORATE
SEAL*

.....
Signature

Title:

Bonding Agent's Name:

.....
(Business Address of Surety)

Agent's Address:

(Contractor shall fill in all blank spaces above this line)

Approved as to legal form and sufficiency

this day of 20

.....
Asst. Attorney General

PAYMENT BOND

Principal	Business Address of Principal
Surety <i>a corporation of the State of and authorized to do business in the State of Maryland</i>	Obligee <p style="text-align: center;">STATE OF MARYLAND</p> By and through the following Administration
Penal Sum of Bond (express in words and figures)	Date of Contract, 19.....
Description of Contract	Date Bond Executed, 19.....
Contract Number:	

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business addresses as shown above, are held and firmly bound unto the Obligee named above, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns jointly and severally, firmly by these co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the Contract, then this obligation shall be null and void otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined to be any and all of those persons supplying labor and materials (including lessors of the equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and sub-contractors in the prosecution of the work provided for in the Contract, entitled to the protection provided by Section 9-113 of the Real Property Article of the Annotated Code of Maryland, as from time to time amended.

2. The above named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full may, pursuant to and when in compliance with the provisions of the aforesaid Section 9-113, sue on this Bond for the use of such claimant, prosecute the suit to final judgement for such sum or sums as may be justly due claimant and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Payment Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall unclude all entities in the plural who or which are signatories under the Principal of Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of Witness *as to* *Individual Principal* (SEAL)

In Presence of Witness *as to* *Co-Partnership Principal* (SEAL)
(Name of Co-Partnership)

..... *as to* *By:* (SEAL)

..... *as to* (SEAL)

..... *as to* (SEAL)

..... *Corporate Principal*
..... (Name of Corporation)

Attest: *Corporate Secretary* *By:* *President* *AFFIX CORPORATE SEAL*

..... (Surety)

Attest: (SEAL) *By:* *AFFIX CORPORATE SEAL*

..... *Signature* *Title:*

Bonding Agent's Name: (Business Address of Surety)

Agent's Address

(Contractor shall fill in all blank spaces above this line) *Approved as to legal form and sufficiency*

this day of 19

..... *Attorney*

APPENDIX C

SAMPLE PRICE PROPOSAL FORM

*(Those firms that are short-listed will be **requested**, via **Addendum**, to submit a Price Proposal)*

RFP#BC-20960-P: SECURITY GUARD SERVICES AT BWTECH@UMBC SOUTH CAMPUS

PRICE PROPOSAL

DUE DATE: **WEDNESDAY, MAY 27, 2015 BY 2:00 P.M., BY REQUEST ONLY**

PROPOSER: _____

Federal Identification Number/Social Security Number: _____

PRICE PROPOSAL

Page 1 of 3

Ms. Delores R. Pertee
University of Maryland Baltimore County
1000 Hilltop Circle, Administration Building #301
Baltimore, MD 21250

Dear Ms. Pertee,

The undersigned hereby submits the Price Proposal as set forth in RFP #BC20960P dated 04/02/15 and the following subsequent addenda:

Addendum _____	dated _____
Addendum _____	dated _____
Addendum _____	dated _____
Addendum _____	dated _____

We confirm that this Price Proposal is based on the requirements per the RFP and any subsequent addenda as noted above. Having received clarification on all matters upon which any doubt arose, the undersigned proposes to complete the work for the work as described in this RFP and subsequent Addenda as noted above. By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of this RFP including any issued addenda. Proposers are cautioned to verify their final proposals prior to submission, as UMBC cannot be responsible for Proposer's errors or omissions. Any price proposal that has been accepted by UMBC may not be withdrawn by the Proposer.

The contract guard service shall furnish one security officer to work at the BWTECH@UMBC South Campus during the following hours:

<u>Item #</u>	<u>Description</u>
1.	Two shifts daily, Monday through Friday, covering the hours 4:30 P.M. through 8:30 A.M.
2.	Twenty-four hour guard service from 4:30 P.M. on Friday through 8:30 A.M. each Monday.
3.	Twenty-four hour guard service on scheduled UMBC holidays. Guard service to be supplied with the dates.
4.	On-call, twenty-four hour guard service during emergency closure of UMBC or as required by UMBC.

PROPOSER: _____

	HOURLY RATE	TOTAL HOURS	TOTAL
ITEM #1	\$ _____	_____	\$ _____
ITEM #2	\$ _____	_____	\$ _____
ITEM #3	\$ _____	_____	\$ _____
ITEM #4	\$ _____	_____	\$ _____
	TOTALS	_____	\$ _____

We understand that by submitting a proposal we are agreeing to all of the terms and conditions included in the RFP documents, and that the Bid/Proposal Affidavit submitted as part of the original technical proposal remains in effect. The evaluation and subsequent final ranking of proposals will be in accordance the RFP documents. We understand that technical weighs greater than cost.

We further understand that this Price Proposal includes **all** costs associated with the provision of the Services per this RFP. We further confirm that the key personnel named within our Technical Proposal or at our Interview session, and any clarifications thereto, will be assigned to the UMBC Contract for the duration of this contract. We understand that no changes in this assignment will be allowed without written authorization from the University via contract amendment prior to such changes being made.

The undersigned hereby certifies that he/she is a duly authorized office of the Proposer and can bind the Proposer to the prices stated herein.

Proposer (Company Name)

Authorized Signature

Print Name

Title

APPENDIX D

OTHER GENERAL INFORMATION FOR PROPOSERS

Appendix D – Other General Information for Proposers

1. Definitions:

- 1.1 **Award** means the decision by the University to execute the purchase agreement or contract after all necessary approvals have been obtained.
- 1.2 **COMAR** refers to the *Code of Maryland Regulations*.
- 1.3 **Contract** means the agreement entered into by the University as a result of this solicitation.
- 1.4 **Contractor** means the successful Proposer receiving a contract as a result of this solicitation.
- 1.5 **MBE** means “Minority Business Enterprise” which is any legal entity other than a joint venture, organized to engage in commercial transactions which is at least 51 percent-owned and controlled by one or more minority persons, or a nonprofit entity organized to promote the interests of the physically or mentally disabled as certified by the Maryland Department of Transportation. Refer to section 2.20 below.
- 1.6 **Proposer** means any person submitting a response to an RFP.
- 1.7 **Proposals** means the response by a Proposer to a request for proposals issued by a procurement agency to obtain goods or labor. The response may include but is not limited to a Proposer’s price and terms for the proposed contract, a description of technical expertise, work experience, and other information requested in the solicitation.
- 1.8 **RFP** means Request for Proposal(s).
- 1.9 **Time** – any time stated in this solicitation (e.g., 11:00 a.m.) is eastern standard time (“E.S.T.”)
- 1.10 **University or “UMBC”** – means the University of Maryland Baltimore County.
- 1.11 **USM** means the University System of Maryland.

2. General:

The following general information is provided and must be carefully followed by all Proposers to insure that proposals are properly prepared.

- 2.1 Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed by a duly authorized person.
- 2.2 Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent of the corporation must be accompanied by evidence of his or her authority.
- 2.3 All material submitted in response to this RFP becomes the property of the University and will only be returned to the Proposer at the sole option of the University.
- 2.4 Cancellation of The RFP
The University reserves the right to cancel this RFP, in whole or in part, at any time before the opening of the proposals. Should it become evident during the evaluation of the proposals that it is no longer in the best interest of the University to make an award under this solicitation, the University reserves the right to cancel the RFP. The University will not be responsible for any costs incurred due to cancellation of the RFP.
- 2.5 Rejection of Proposals
The University reserves the right to reject any and all proposals, in whole or in part, if (among other reasons):
 - 2.5.1 In the determination of the University, if the pricing proposed is unrealistic or exceeds available funding.
 - 2.5.2 The Proposer takes exception to the terms and conditions of this RFP;
 - 2.5.3 The Proposer fails to comply with the requirements set forth herein for participating in this RFP process;
 - 2.5.4 The University determines that the proposal is incomplete in any way; or
 - 2.5.5 The Proposer fails to meet any of the requirements/specifications set forth in this solicitation;

2.5.6 The University determines that the proposal is not in its best interest.

The University will not be responsible for any costs incurred due to rejection of the RFP.

2.6 Minor Irregularities or Deficiencies in Proposals

The University may request clarifications from any Proposer under consideration. If the University determines that a Proposer has made a minor irregularity or deficiency, the University reserves the right to waive any minor irregularity or deficiency or to allow a Proposer a reasonable opportunity to cure the minor irregularity or deficiency. Such a clarification will not be considered an amendment to the Proposal.

2.7 Evidence of Responsibility

Prior to the award of a contract pursuant to this RFP, the Procurement Officer may require a Proposer to submit such additional information bearing upon the Proposer's ability to perform the contract as the Procurement Officer deems appropriate. The Procurement Officer may also consider any information otherwise available concerning the financial, technical, and other qualifications of the Proposer.

2.8 Execution of Proposals

All proposals shall be legibly prepared and shall be signed in ink as and where specified. Proposals are required to be executed as follows, depending on the Proposer's form of business organization:

2.8.1 **Sole Proprietorship** – signed by proprietor with full name address.

2.8.2 **Partnership and Joint Venture** -If a proposal is submitted by a partnership (including a joint venture), it must be submitted in the partnership name. The partnership name and the identity of each general partner must be made clear and all affidavits and certificates must be executed on behalf of the partnership or on behalf of each general partner. No provision of any agreement among partners will be binding on the State unless it is disclosed in the proposal. Reasonable evidence satisfactory to the State of the authority of one partner to bind the other purported partner(s) must also be given in the proposal. It is recommended that the proposal contain a copy of the partnership agreement, if one exists. If no partnership agreement exists and if the number of general partners is reasonably small, each general partner must execute all required documents, including proposals. At the State's option all general partners may be required to sign the proposal. Failure to present the State with satisfactory information concerning a purported partnership may be grounds for finding a proposal unacceptable.

2.8.3 **Corporation** – An officer or authorized agent of the corporation shall sign his/her full name, indicate his/her title and include the name and address of the corporation. In the case of an authorized agent, a letter from an officer of the corporation authorizing said individual to act on behalf of the corporation must be included.

2.9 Indemnification and Responsibility for Claims and Liability With respect to any contract, which results from this solicitation, Proposer must note the following:

2.9.1 The Contractor shall indemnify, save harmless and defend, the University of Maryland, Baltimore County, its officers, employees and agents, from any and all claims, liability, losses and causes of actions which may arise out of the performance by the Contractor, its employees, agents, or subcontractors, of the work covered by this Contract.

2.9.2 The State has no obligation to provide legal counsel or defense or pay attorney's fees to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to the contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

2.9.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

2.9.4 The Contractors shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or related to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

2.10 Insurance:

2.10.1 The Contractor shall secure, pay the premiums for, and keep in force until the expirations of this Contract, and any renewal thereof, adequate insurance as provided below, adequate insurance to specifically include liability assumed by the Contractor under this Contract.

2.10.1 Commercial General Liability Insurance including all extensions:

\$2,000,000 each occurrence;

\$2,000,000 personal injury;

\$2,000,000 products/completed operations;

\$2,000,000 general aggregated

2.10.2 Workmen's Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.

2.10.3 Property damage liability insurance with a limit of not less than \$2,000,000 for each accident.

2.10.4 If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident, and property damage liability insurance, with a limit of not less than \$2,000,000 for each accident.

2.10.2 All policies for liability protection, bodily injury or property damage must specifically name or its face, the University of Maryland Baltimore County as an additionally named insured as respects to operations under the contract and premises occupied by the Contractor provided, however, with respect to the Contractor's liability for bodily injury or property damage under item 2.22.1 above, such insurance shall cover and not exclude Contractor's liability for injury to the property of the University of Maryland Baltimore County and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the University of Maryland Baltimore County.

2.10.3 Each insurance policy shall contain the following endorsements: "It is understood and agreed that the Insurance Company shall notify in writing Procurement Officer thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy." A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen's Compensation, upon the request of the Procurement Officer a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished to the Procurement Officer. A certificate of insurance for Workmen's Compensation together with a properly executed endorsement for cancellation notice shall also be furnished. Following the notice of Contract award, the requested Certificates and Policies shall be delivered as directed by the Procurement Officer. Notices of policy changes shall be furnished to the Procurement Officer.

2.10.4 All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the University. The insurers must have a policyholders' rating of "A" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.

2.10.5 Each insurance policy shall contain the following endorsements: "It is understood and

agreed that the Insurance Company shall notify in writing the Assistant Vice President for Administrative Services thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy.” A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen’s Compensation, a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished to the Procurement Officer. A certificate of insurance for Workmen’s Compensation together with a properly executed endorsement for cancellation notice shall also be furnished. The above policies and certificate shall be delivered to the Procurement Officer within fifteen (15) days following the date of notice of Contract award. The insurance companies providing the above coverage shall be satisfactory to the University. Notices of policy changes shall be furnished to the Procurement Officer.

- 2.10.6 Any contract that results from this solicitation and the rights, duties, and obligations hereunder may not be assigned or subcontracted by Contractor without the prior written consent of the University.

The Proposer must include in their Technical Proposal, a copy of their current Certificate of Insurance, or a certification letter from the insurer (rather than the agent) that all requested coverages are available and will be provided to the contractor upon award of this contract.

2.11 Data Security and Confidentiality

- 2.11.1 The selected contractor may have access to, may obtain, or be given confidential information, including without limitation information concerning the University’s business strategies, political and legislative affairs, students, faculty, employees, proposers, contractors, student records or student financial information, customer lists, finances, properties, methods of operation, computer and telecommunication systems, and software and documentation. Certain confidential information may be protected under the Family Educational Rights and Privacy Act (“FERPA”), the Gramm-Leach-Bliley Act, and the Maryland Public Information Act. The selected firm must have administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the University’s and borrower’s confidential information.
- 2.11.2 UMBC may conduct discussions with Proposers in order to evaluate their abilities and responsiveness to the RFP. In order to facilitate the discussions and to allow Proposer to propose responsive solutions to UMBC’s needs and requirements, UMBC is willing to disclose certain confidential information to Proposer, including without limitation information concerning UMBC’s business strategies, political and legislative affairs, students, employees, proposers, contractors, student records, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation (“Confidential Information”). By submitting a proposal in response to this RFP, Proposers agree: (i) to use Confidential Information solely for purposes of responding to and discussing the RFP; and (ii) not to disclose, permit or cause use of, or provide access to Confidential Information to any third person or entity.

END OF APPENDIX D

APPENDIX E
SMALL BUSINESS RESERVE PROGRAM

**NOTICE TO PROPOSERS
SMALL BUSINESS RESERVE PROCUREMENT**

This is a Small Business Reserve procurement for which award is limited to certified small business vendors. Only businesses that meet the requirements set forth in the State Finance and Procurement Article, SS14-501 – 14-505, Annotated Code of Maryland, and who are registered with the Department of General services Small Business Reserve program are eligible for award.

For the purposes of a Small Business Reserve procurement, a small business is a for-profit business, other than a broker, that meets the following criteria:

- The business is independently owned and operated;
- The business is not a subsidiary of another business;
- The business is not dominant in its field of operation;
- The **wholesale** operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$4,000,000 in its more recently completed 3 fiscal years;*
- The **retail** operations of the business did not employ more than 25 persons, and the gross sales of the business did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;*
- The **manufacturing** operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;*
- The **service** operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$10,000,000 in its more recently completed 3 fiscal years;* and
- The **construction** operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.*
- The **architectural and engineering** operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years*.

* If a business has not existed for three years, the gross sales average is computed for the period of the business's existence. For newly formed businesses the determination will be based upon employment levels and projected gross sales.

Further information on the certification process is available at: www.dgs.state.md.us and click on the Small Business Reserve hyperlink.

END OF RFP DOCUMENT