



REQUEST FOR PROPOSAL FOR

SMALL BUSINESS RESERVE PROCUREMENT FOR
UNARMED GUARD SERVICES
AT
THE COLUMBUS CENTER
UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
RFP NO: BC-21147-K

ISSUED: 06/13/19

PROCUREMENT/ISSUING
OFFICE

UMBC Department of Procurement & Strategic Sourcing
University of Maryland, Baltimore County
Administration Building, 7th Floor
1000 Hilltop Circle
Baltimore, MD 21250

WARNING: Prospective Proposers 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.

**UNARMED GUARD SERVICES AT THE COLUMBUS CENTER
BY THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY**

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ATTACHMENT A: The following forms are to be submitted by each Proposer as indicated in the RFP documents herein:

- **Key Personnel Form**
- **Firm Experience Form**
- **Company Profile Form**
- **Bid/Proposal Affidavit**
- **Acknowledgement of Receipt of Addenda Form (if applicable)**

ATTACHMENT B: The following form is to be submitted upon request by UMBC ONLY by to the firm(s) that are short-listed after the Second Phase of the Technical Evaluation (following the Interview Session):

- **Price Proposal Form**

ATTACHMENT C: SAMPLE CONTRACT FORM

The following forms are to be submitted signed ONLY by the successful firm:

ATTACHMENT D: SMALL BUSINESS RESERVE INFORMATION

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SOLICITATION SCHEDULE

Issue Date	June 13, 2019
Pre-Proposal Conference & Site Visit Date	June 21, 2019 at 9:30 a.m.
Pre-Proposal Conference Location	Conference Room G020 Columbus Center 701 East Pratt Street Baltimore, MD 21202
Link to Box Documents	https://umbc.box.com/v/ColumbusCenterUnarmedGuardSvcs
Deadline for questions for Initial Technical Proposal	June 28, 2019, on or before 4:00 p.m.
Initial Technical Proposal Due Date	July 16, 2019, on or before 4:00 pm
Submit Initial Technical Proposal to UMBC Box:	RFP_Sub.xz4xrfwe2zfhrijq@u.umbc.edu
Interview Sessions for Short-listed Firms	August 14, 2019 and August 16, 2019 (Only firms short-listed after the Initial Technical Phase)
Price Proposal Due Date	(Anticipated) August 26, 2019, on or before 4:00 p.m. (Only firms short-listed after the Second Technical Phase)
Submit Price Proposal to UMBC Box:	RFP_Sub.xz4xrfwe2zfhrijq@u.umbc.edu

END OF SOLICITATION SCHEDULE

SECTION I
TECHNICAL REQUIREMENTS & SPECIFICATIONS

SECTION I

TECHNICAL REQUIREMENTS & SPECIFICATIONS

1. INTRODUCTION AND GENERAL REQUIREMENTS:

UMBC seeks a trained uniform contract security guard service to provide unarmed security service and required equipment for The Columbus Center. The purpose of these services is to protect the personnel, the facility and its contents from damage or loss through theft, fire, vandalism, and other related acts. In addition, the Security Guards are responsible for managing traffic and deliveries to the loading dock area.

The Columbus Center was constructed in 1995 and purchased by the State for the use of the University System of Maryland (USM) in 1999. The building consists of approximately 260,000 gross square feet offering a mix of office, laboratory, laboratory support, and conferencing space. Access to the facilities by the tenants is 24 hours a day, 365 days a year. The Columbus Center is managed by the University of Maryland, Baltimore County (UMBC), and is currently occupied by UMBC, The University of Maryland, Baltimore (UMB), The University of Maryland Center for Environmental Science (UMCES), and a host of tenants.

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 Columbus Center's Facilities Director or designee is the representative authorized to administer this contract.
4. Contract Representative — A representative of the contract guard service authorized to administer this contract. For purposes of this contract a Shift Supervisor/Supervisor is considered a Security Contract Representative.
5. Contract Guard Service - the agency contracted to perform the work described in this specification.
6. Site Supervisor - an employee of the contract guard service that is responsible to the Facilities Director for the operation, administration and direction of the guard force at facilities.
7. Shift Supervisor - an employee of the contract guard service who works in direct support of the Site supervisor to ensure guard force oversight, compliance and performance. This person must be employed at the Columbus Center full-time.
8. Guard Force - employees of the contract guard service assigned to perform the work specified at the Columbus Center.
9. Proprietary Information - any material, document or other information designated that shall not be released without the written authority of UMBC.

10. Equipment - items used by the contractor in the performance of this contract.
11. 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.
12. 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 documented.
13. 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.

B. Scope of Work

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 Facilities Director or 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 Facilities Director.
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. Implications

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

2. 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 Facilities Director.

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.
 - 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 Facilities Director.
 - e. Guards shall patrol the exterior perimeter of the building as needed and remove any persons loitering or sleeping on the property. Guards shall notify Baltimore City Policy as necessary if assistance is required.
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 Facilities Director 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 Facilities Director. 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 judgement. 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.
 - i. have a minimum of 2 years' experience (military service may be substituted).
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.

NOTE: Any of the above employment/suitability criteria, other than that required by law, may be waived when submitted in writing by the contract guard service to the Facilities Director if such waiver shall be in the best interest of UMBC. Selection criteria will not be submitted with bid).

C. Schedule

The initial contract period shall be for one year beginning October 1, 2019 through September 30, 2020 with UMBC reserving the right to exercise its sole option to renew the contract for six (6) additional one (1) year terms.

D. Working Conditions

- 1. The contract guard service shall furnish security officers to work at the Facilities per the schedule in the Duties and Responsibilities Matrix at the end of this section.
- 2. The contract guard service must be available to provide twenty-four hour guard service during emergency closure of UMBC or as required by UMBC.

3. Changes or additions to guard force coverage shall be made by the Facilities Director. A 48-hour notice of the change or addition will be furnished except where prohibited by time and/or circumstances.

E. 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 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.
5. 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 Facilities Director. 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.
6. 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.
7. 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.

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. Beards and mustaches may be permissible if kept short and neat.
8. 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.

3. 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.

5. The Contractor shall be responsible for the communication and enforcement of these policies and procedures to all guards assigned under this contract.

4. 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.

5. GENERAL REQUIREMENTS

- A. 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
 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.
 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.

B. 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 television unless authorized by the Facilities Director 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.

6. BENEFITS

- A. UMBC requests that consideration of the current staff be considered for employment with the successful contractor.
- B. Holidays: The following are paid holidays (Employees working these days shall be paid time and one half):

New Year's Day (January 1).

Memorial Day (Last Monday in May).

Independence Day (July 4).

Labor Day (First Monday in September).

Thanksgiving Day (Fourth Thursday in November).

Christmas Day (December 25).

Note: The loading dock shall be closed for each of the above listed Holidays, while the Front Desk position is to be staffed 24/7/365 as listed elsewhere in this RFP.

- A. Full time Employees should get 5 annual and 5 sick days per year, to coincide with the annual contract start date. Annual and sick leave should be accrued over the year instead of starting day one with 5 days of each type of leave. The accrual rate would be .00240385 hours of leave per hour worked for each type of leave. It would be the same for pro-rata amount accumulated by the part time staff. All employees shall receive current annual and sick leave balances on the paystub.

- B. The hourly rates paid to all employees shall be at a minimum the prevailing Baltimore City Living Wage rates.
- C. The Shift Supervisor shall be compensated at an hourly rate 20% higher than the standard officer position.

7. CHANGE/DEVIATION CONTROL

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 requirements of this specification shall be submitted in writing to:

UMBC
Department of Procurement
1000 Hilltop Circle, AD-732
Baltimore, MD 21250

Approval will be provided by a change order, if approved by UMBC.

8. 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 that 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 Facilities Director. 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 Director. 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.

9. 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.

10. 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, quarterly at minimum, 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 written copy of each evaluation shall be submitted to Facilities Director.

11. ADDITIONAL INFORMATION

The following documents, listed in order of importance, must be provided in the Technical Proposals and will be evaluated for conformance with the specifications, and must pass the Technical Evaluation Phases in order to move into the Pricing Evaluation Phase.

- A. Statement of Approach
- B. References
- C. Company Profile
- D. Certificate of Insurance

12. DUTIES AND RESPONSIBILITIES

Item	<u>Description</u>
1	The contractor's office shall have a telephone line that is a local/toll free call from the Columbus Center.
2	All contractor employees performing work on this contract must wear a uniform, as described below, and display credentials while working.
3	All contractor employees shall report in proper uniform (consistent with the time of year and weather conditions), equipped to perform their duties.
4	Equipment shall include an owner provided means of communication, i.e. radio, cell phone, etc. see Communications Equipment for further detail).
5	Contractor personnel shall present a neat clean and professional appearance.
6	All contract personnel shall be dressed in a work uniform with an identification patch indicating both the company name and the employee's name and carry a photo-identification card or wear a clip-on photo-identification badge containing at a minimum the company name, company address and the employee's name.
7	Uniforms shall include but not be limited to the following: Trousers Shirt, either long or short sleeve Necktie Shoes, lace type with plain toe and standard heel, color shall be black Inclement weather clothing (i.e. raincoat, cap, gloves, etc.) as needed for loading dock post or exterior building rounds.
8	The contractor and/or his/her personnel shall identify themselves to any student, faculty, staff member, tenant or guest requesting identification.

Item	<u>Description</u>
9	<p><u>Duties</u></p> <p>The contractor shall, in their response (Statement of Approach) provide a schedule matrix showing how the contractor intends to cover the costs for the times required below.</p> <ul style="list-style-type: none"> • It shall be the responsibility of the Contractor to provide sufficient personnel to Monitor and patrol the facility and adjacent grounds during the following hours as noted below: • <u>Shift Supervisor</u>: Monday — Friday 7:00 a.m. — 3:00 p.m. either post, Pratt Street Lobby Security Desk or Loading Dock (8 Hours/day). • <u>Security Officer(s)</u> Balance of time (12:00 a.m. — 11:59 p.m. seven days per week including holidays) is to be filled with one or more security officers providing coverage of the posts noted for the times noted. • Front Desk Hours: 12:00 a.m. — 11:59 p.m. seven days per week including holidays. • Loading Dock Hours: 07:00am — 5:00pm (10 hours/day, Monday through Friday, excluding contract Holidays) • Contract Holidays New Year's Day (January 1). Memorial Day (Last Monday in May). Independence Day (July 4). Labor Day (First Monday in September). Thanksgiving Day (Fourth Thursday in November). Christmas Day (December 25).
10	Maximum normal duration for any post or position shall not exceed 10 hours.
11	Respond immediately to any unauthorized act such as intrusion, theft, damage, etc. to minimize the results of such incidents. Immediately contact local police.
12	Assist students, faculty, and staff in contacting local emergency services as required, e.g. mugging, assault, medical emergency, etc.
13	Patrol the facility during typically unoccupied periods (nights and weekends) using a predetermined path at unscheduled times. Guard shall perform a minimum of three (3) unscheduled rounds of the building interior and exterior per shift. Provide an audit trail showing that the rounds are being made.
14	Control personnel access to the facility, maintaining a list of individuals who enter the building during typically unoccupied hours, 7:00 p.m. — 7:00 a.m. and anytime on weekends (7:00:00 p.m. Friday through 7:00 a.m. Monday).
15	Perform escort assistance to and from the parking areas during hours of darkness, as required and/or requested.

Item	<u>Description</u>
16	Man a central security control desk except when performing other official duties. Answer telephones and greet visitors professionally and politely.
17	Assist as required during after- hours and weekend events at the Columbus Center. Guide visitors to designated meeting rooms and keep visitors in assigned areas of the building.
18	Report facilities problems such as broken water pipes, lighting problems, leaks, housekeeping issues, etc. to Facilities Management and Engineering (Phone numbers/contacts to be provided by Facilities Management)
19	Operate existing security system via PC. Operate existing video system. Monitor security cameras. Training for personnel will be provided by the Program Manager.
20	Operate existing Honeywell Fire Panel and PC operating software in response to alarms and trouble status alerts. Silence alarms when proper, determine defective devices, assist fire department, perform "fire watch" when necessary. Training for personnel will be provided by the building's fire alarm monitoring contractor.
21	Operate existing photo badge id production software, maintain electronic and paper files of personnel access card information. Training for personnel will be provided by Facilities Management.
22	Maintain building door cylinder/key inventory, maintain existing electronic and paper files of personnel key distributions and inventories.
23	Facilitate authorized entry into locked areas for conference room set-up, repair, cleaning, misplaced tenant/occupant keys, etc.
24	Facilitate proper parking and maintain list of violations. Direct cars to proper parking, issue warnings, and initiate towing when necessary.
25	Receive, sign for, and electronically log all deliveries at the loading dock and notify lab and office employees of deliveries as they arrive. Perishable deliveries are to be refrigerated or frozen as appropriate. Secure all packages when leaving loading dock post for any reason. Contractor shall assume all responsibility for lost or stolen packages.
26	Respond to a call from the University's Facilities Management or other designated University personnel within a maximum of five (5) minutes time from the time of the original call was placed to the contractor, the contractor's service, or the contractor's paging service. The contractor's on-site personnel must report in person to the Center's central security control desk within a ten (10) minute period.
26	Respond to reasonable and security related direction from the University's Facilities Management and designated Columbus Center staff

Item	<u>Description</u>
27	Assist as needed during both internal and external special events. This includes maintaining order and safety, and helping to manage event needs. This will be done in coordination with the Columbus Center Events Coordinator and / or Director of Administration.
28	<p><u>Supervisor Responsibilities:</u></p> <p>The site supervisor shall ensure that he/she and the assigned guards are:</p> <ul style="list-style-type: none"> • Properly trained and perform all duties as specified. • Are in proper uniform and present a neat appearance. • Maintain a continued state of readiness and up to date training.
29	<p><u>Communications Equipment:</u></p> <p>The contractor's on-site staff will be provided with mobile phones at both the Pratt Street lobby desk and also at the Loading Dock to be used to conduct official business and or emergency contact during one's shift. Mobile phones will be signed for and transferred to next shift. Mobile phones are not to leave the Columbus Center property for any reason.</p> <p>Computers are not to be used for personal purposes including, but not limited to, internet access / surfing, chat, watching television or movies, personal email, etc. Use of the mobile phone for personal reasons will result in disciplinary action(s).</p> <p>Each post is provided with a telephone.</p> <p>Telephones are to be used for official business only.</p> <p>Use of the owner provided telephones to conduct personal business is unacceptable and will result in disciplinary action(s).</p> <p>Employees are not to use personal cell phones while on duty.</p>

Item	<u>Description</u>
30	<p data-bbox="436 296 591 327"><u>Supervision</u></p> <p data-bbox="436 363 1422 520">Contractor shall describe their procedure for oversight and supervision of the security guard(s) duty performance, insurance of requirements, corporate oversight, and liaison with the University's Facilities Management regarding performance and problem resolution</p> <p data-bbox="436 556 1360 632">Contractor's Shift supervisor shall be responsible for the production and distribution of photo-id's using owner supplied equipment.</p> <p data-bbox="436 667 1495 743">The Shift supervisor shall also be responsible for key distribution and maintenance of all written and electronic files detailing transactions of keys and access cards.</p>
31	<p data-bbox="436 785 626 816"><u>Transportation</u></p> <p data-bbox="436 852 1490 928">The Center at times is prone to heavy pedestrian traffic. Every precaution shall be exercised to avoid injuring people or disrupting traffic</p> <p data-bbox="436 963 1490 1081">All contractor and contractor employee vehicles used in the performance of the work on this contract shall comply with all rules and regulations as dictated by the Maryland Department of Motor Vehicles.</p> <p data-bbox="436 1117 1443 1234">The contractor and his/her employees shall be subject to all Columbus Center traffic and parking regulations and restrictions and shall be responsible for any fines and/or restrictions due to violations.</p> <p data-bbox="436 1270 1471 1388">Parking costs are the responsibility of the employee and/or guard service. The University will not provide parking permits or reimburse parking costs as part of this contract. There is no onsite parking available for security guards.</p>

Item	<u>Description</u>
32	<p data-bbox="391 296 906 327"><u>Keys, Identification Cards, and Security</u></p> <p data-bbox="391 369 1479 548">The safety and security of all faculty, staff students, tenant employees and visitors at the Columbus Center is a serious concern. It is, therefore, of the utmost importance that the contractor and his/her representatives honor our security procedures and take diligent care of any Columbus Center keys and/or access cards under their control. It is the policy that:</p> <p data-bbox="461 590 1479 695">The contractor’s personnel assigned to the Columbus Center shall be required to sign at shift change for receipt of the appropriate keys and/or access card(s) and./or communications equipment from the previous shift.</p> <p data-bbox="461 737 1479 873">Each person shall be responsible for the security key ring and/or access card(s) until he/she has turned it over at the end of his/her shift. The contractor’s personnel shall maintain diligent care of the keys and/or access card(s) to avoid their loss and shall account for them at the end of each shift.</p> <p data-bbox="461 915 1495 1052">If the key and/or access card are lost, stolen, or damaged the person to whom the card is assigned shall report it to the University’s Facilities Management immediately. A charge may be assessed for replacing lost or stolen keys or cards and replacing locks should the Center decide that security has been breached.</p> <p data-bbox="461 1094 1479 1167">No temporary contractor or subcontractor shall sign keys and/or access cards out or take keys and/or access cards off the Center grounds.</p> <p data-bbox="461 1209 1479 1346">No one shall duplicate or cause to be duplicated any key or access card on the Columbus Center system. Anyone acquiring or attempting acquire a Columbus Center key or access card by fraudulent means or for unauthorized purposes will face criminal charges.</p> <p data-bbox="461 1388 1479 1524">Lost or stolen keys or access cards shall be reported immediately to the University's Facilities Management. The contractor shall be responsible for the costs of replacing lost keys and/or re-keying the affected building or buildings if the University decides that security has been breached.</p>

Item	<u>Description</u>
33	<p data-bbox="440 285 638 317"><u>Facility Access</u></p> <p data-bbox="440 365 1455 432">Access to the building is unrestricted to building tenant employees displaying a proper photo identification access card 24 hours per day</p> <p data-bbox="440 464 1455 531">Visitors shall be escorted at all times by their host and/or tenant contact beyond the main lobby. No visitors are to wander the building unattended.</p> <p data-bbox="440 562 1466 630">Tenant employees entering the building after 7:00 pm and before 7:00 a.m. shall be required to sign-in at the front desk.</p> <p data-bbox="440 661 1414 762">Neither the contractor nor any member of staff shall prop open, disable, or leave either exterior doors or interior security doors to hallways or stairways open or unsecured and unattended at any time.</p>
34	<p data-bbox="440 783 1016 814"><u>Replacement Guard(s) and/or Extra Guard(s)</u></p> <p data-bbox="440 863 1500 1150">The contractor must be able to provide qualified replacement guards within one (1) hour of notification of need for replacement or extra guards. Qualified replacement guards must be thoroughly familiar with the duties and responsibilities of the contract as specified herein. UMBC may request additional guard services to meet increased temporary needs resulting from special events, higher than normal visitor traffic and/or increased workload. All such requests that are made at least twenty four (24) hours in advance of the date/time required shall be billed at the regular guard rate.</p>
35	<p data-bbox="440 1197 540 1228"><u>Reports</u></p> <p data-bbox="440 1276 932 1308">Maintain a chronological log of events</p> <p data-bbox="440 1339 1466 1407">The Contractor shall Provide written incident reports in their standard format, as well as documenting rounds in University-provided log book.</p>
36	<p data-bbox="440 1440 954 1472"><u>State Right to Reject or Remove Guards</u></p> <p data-bbox="440 1520 1474 1652">Upon written notice from the University's Facilities Management, the Contractor must agree to remove from service any employee who, in the opinion of the University's Facilities Management, is considered unable to perform the required guard service under this contract.</p>

13. INSURANCE

The successful vendor will be required to document proof of insurance for Commercial General Liability, Worker's Compensation, and Automobile Insurance. The University of Maryland, Baltimore County and the State of Maryland are to be named as an "additional insured" on all but Worker's Compensation Insurance.

NOTE: INSURANCE MUST BE ON A PRIMARY BASIS. CONTRACTUAL REQUIREMENTS MUST BE CLEARLY INDICATED ON CERTIFICATE OR BY ENDORSEMENTS.

- A. The following conditions for insurance must be met by the Vendor:
1. The Contractor shall not start work under this contract until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by the procurement officer; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required by the subcontract has been obtained and approved by the contractor and University of Maryland, Baltimore County. Approval of insurance required of the contractor and subcontractors for the University will be granted only after submission to the University of original certificates of insurance signed by an authorized representative of the insurers or, alternately, at the University's request, certified copies of the required insurance policies.
 2. All insurance policies required hereunder shall be endorsed to include the following provision; **"It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until forty-five (45) days prior written notice has been given to the University of Maryland, Baltimore County"**.
 3. No acceptance and/or approval of any insurance by the University of Maryland, Baltimore County shall be construed as relieving or excusing the Contractor, or the surety or bond, if any, from any liability or obligation imposed upon either or both of them by the provision of the Contract Documents

4. NAMED ADDITIONAL INSURED - The University of Maryland, Baltimore County and the State of Maryland (including their elected or appointed officials, agents and employees) are to be named as additional insured under all coverage except Workers Compensation Insurance and the certificates of insurance (or the certified policies, if requested), must so indicate through inclusion of appropriate endorsement. Coverage afforded under this paragraph shall be primary to any other insurance of self-insurance, whether or not such other insurance or self-insurance is stated as primary, excess or contingent, as respects the above additional insured, their elected and appointed officials, agents and employees.
5. Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within ten (10) days of receipt of written notice at any time during the contract term, the University shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the University for the entire additional cost of procuring substitute performance and the cost of performing the incomplete portion of the Contract at time of termination.
6. Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering service exclusion that would preclude University of Maryland, Baltimore County or participation institutions from supervising or inspecting the operations of the contractors as the end result.
7. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of agents or subcontractors and anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall be as fully responsible to University of Maryland, Baltimore County for the actions of the subcontractors and of persons employed by them as it is for actions of persons directly employed by Contractor.
8. All required insurance coverage must be acquired from insurers allowed to do business in the State of Maryland and acceptable to University of Maryland, Baltimore County. The insurers must have a policyholders' rating of "A-¹" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.
9. The University of Maryland, Baltimore County will consider deductibles or self-insured retention as part of its review of the financial stability of the proposer. Any deductibles or self-insured retention shall be disclosed in the Contractor's proposal and shall be assumed by the Contractor.

B. The Contractor shall purchase the following insurance coverage:

1. Commercial General Liability Insurance or its equivalent, for bodily injury, personal injury and property damage, including loss of use. It is preferred that coverage be provided on an "occurrence" basis. Such Commercial General Liability policy shall include the following extensions:
 - a. Contractual Liability including protection for the Contractor for claims arising out of liability assumed under this contract.
 - b. Personal injury liability including coverage for offenses related to employment, and for offenses assumed under this contract (deletes any standard employment and contractual exclusions if contained in the personal injury coverage section).

NOTE: INSURANCE MUST BE ON A PRIMARY BASIS.
CONTRACTUAL
REQUIREMENTS MUST BE CLEARLY INDICATED ON
CERTIFICATE OR BY ENDORSEMENTS

2. Workers Compensation - statutory benefits are required by Maryland law or other laws as required by labor union agreements, including standard Other States coverage; Employers Liability coverage.
3. Business Automobile Liability which will pay for liabilities arising out of accidents involving the ownership, operation, maintenance or use of any owned, hired, or non-owned motor vehicles, uninsured motorists' insurance and automobile contractual liability.
4. The coverage shall be written for not less than the following limits of liability. Limits can be furnished by a combination of primary and excess (umbrella) policies.
 - a. Commercial General Liability Insurance including all extensions -
 - i. \$2,000,000 property damage and shall cover public property and private property;
 - ii. \$2,000,000 personal injury;
 - iii. \$2,000,000 per accident
 - b. Workers Compensation insurance - statutory requirements. Employers liability insurance - \$1,000,000 each accidental injury; and \$1,000,000 each employee, \$1,000,000 policy limit for disease.
5. Tort-Claim Act - It is agreed that the contractor and its insurers will not raise or use, in the adjustment of claims or in the defense of suits against any participating USM institution, any immunity of the insured from tort liability,

(including Maryland Tort Claim Act), including any limitation of liability, unless requested by any participating institution.

6. Additional information: The awarded firm will provide all endorsements from the insurer itself (rather than the agent); and there will be a request to see all coverage declaration pages together with all endorsements (to confirm compliance with the coverage requirements.)

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, CERTIFICATE OF INSURANCE MUST BE PROVIDED.

END OF SECTION I

SECTION II
GENERAL INFORMATION FOR PROPOSERS

SECTION II
GENERAL INFORMATION FOR PROPOSERS

A. SMALL BUSINESS RESERVE (SBR). THIS IS A SMALL BUSINESS RESERVE PROCUREMENT. Only those proposers registered as a State of Maryland Small Business will be considered (see Attachment D for additional information).

B. SUMMARY STATEMENT

The University of Maryland, Baltimore County (UMBC) seeks a trained uniform contract security guard service to provide unarmed security service at UMBC, Columbus Center Building, located at 701 E. Pratt Street, Baltimore, MD 21202.

The successful contractor should have a minimum of two years (2) experience in institutional security services, surveillance and asset protection and is responsible for all the security services identified in these specifications including the management, staffing, and operating of uniformed Security Guard Service. The contractor shall supply all guards equipped to perform their duties, providing replacements when necessary; provide direct daily supervision of the security guard(s) duty performance; provide an audit trail showing that rounds are being made; and liaison with the Columbus Center's Facilities Management to keep the Columbus Center operating with minimum damage or loss through theft, fire, vandalism, and other related acts.

C. ISSUING OFFICE:

1. The Issuing Office is:

University of Maryland, Baltimore County
Department of Procurement & Strategic Sourcing
Administration Building # 732
1000 Hilltop Circle
Baltimore, Maryland 21250

2. The Issuing Office shall be the **sole** point of contact with the University for purposes of the preparation and submittal of the RFP proposal.

3. All questions on this procurement are to be directed to the following individual:

John Kenny
jkenny@umbc.edu

D. PRE-PROPOSAL CONFERENCE:

1. A Pre-Proposal Conference will be held at the date, time, and location indicated on the Solicitation Schedule.

2. Attendance is not mandatory, but is strongly recommended as clarifications may be provided.

C. DUE DATE AND TIME:

1. The Technical Proposal shall be submitted via email to the Box address provided in the Solicitation schedule with the email time log no later than the date and time indicated in the Solicitation Schedule. File names for the documents are to include the RFP number and the Proposer's name. Submit two (2) sets of the technical proposal as follows:
 - One set in Microsoft Word format (for documents created in word processing format).
 - One set in PDF format.

Proposers shall allow sufficient time in submitting responses to the RFP to insure timely receipt by the Issuing Office via the Box site. Proposers should receive an automatically generated verification from Box when the file has successfully uploaded. Proposers that do not receive verification should immediately contact the Issuing Office to confirm that their response has been received. Proposals or unsolicited amendments to proposals arriving after the due date and time will not be considered.

2. Price Proposals will only be requested from those proposers who are short-listed following the second phase technical evaluation per the RFP (see Section III, Article 4) for further details). The due date for Price Proposals will be set upon completion of the technical evaluation, however, the University anticipates the price proposal due date to be as provided in the Solicitation Schedule.

D. LATE PROPOSALS:

Any proposals, requests for modification, or requests for withdrawal that is not received at the designated location, time, and date set forth in the Solicitation Schedule will be deemed late and will not be considered. Delivery of the proposal to the specified location at the prescribed time and date is the sole responsibility of the proposer.

E. MODIFICATIONS AND WITHDRAWAL OF PROPOSALS:

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

F. QUESTIONS AND INQUIRIES:

1. Questions and inquiries shall be submitted via email to the Issuing Office no later than the date and time indicated in the Solicitation Schedule.
2. Items affecting the scope of work or conditions of the contract shall be subject to the conditions of Addenda per Section M below.

G. SITE INVESTIGATION:

By submitting a proposal the Proposer acknowledges that he has investigated and satisfied himself as to the conditions affecting the work.

H. COMPETITIVE NEGOTIATION:

1. The University reserves the right to make an award with or without negotiations. Only those proposers who are determined "to be reasonably susceptible of being selected for award shall be offered the opportunity to participate in the process."
2. Minor irregularities in proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the best interest of the University.

I. PROPOSAL SECURITY:

A bid bond is not required from those firms short-listed after the second phase technical evaluation when submitting their Price Proposal.

J. 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 State of Maryland. For the same reason, the University reserves the right to waive any minor irregularity in a proposal.

K. IRREVOCABILITY OF PROPOSALS:

The Contractor's price proposal for this contract 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.

L. LICENSES AND QUALIFICATIONS:

Proposers must be licensed as required by the Construction Firm Law of Maryland (Title 17, Subtitle 6, of the Business Regulation Article of the Annotated Code of Maryland) and shall submit proof of current licensing with their proposal.

M. CLARIFICATIONS AND ADDENDA:

1. Should a Proposer find discrepancies in the RFP documents, or should they be in doubt as to the meaning or intent of any part thereof, the Proposer must, prior to the question deadline listed in the Solicitation Schedule, request clarification in writing from the Issuing Office, who will issue a written Addendum to the Contract. Failure to request such clarification is a waiver to any claim by the Proposer for expense made necessary by reason of later interpretation of the RFP documents by the University. Requests shall include the RFP number and name.
2. Oral explanations or instructions will not be binding; only written Addenda will be binding. Any Addenda resulting from these requests will be posted on the University's bid board. The Proposer shall acknowledge the receipt of all addenda in the Acknowledgement of Receipt of Addenda Form.
3. Any addendum/amendments to the RFP must be acknowledged by persons and entities known to have been issued, or otherwise to have received the RFP. Addendum Acknowledgement forms (found in Attachment A) are to be completed and signed with Technical Proposal. In addition, space is provided on the Price Proposal form to indicate these.

N. CANCELLATION OF THE RFP:

The University may cancel this RFP, in whole or in part, at any time before the opening of the proposals.

O. PROPOSAL ACCEPTANCE:

The University reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP; to waive minor irregularities; or to negotiate with all responsible proposers, in any manner necessary, to serve the best interest of the University. Further, the University reserves the right to make a whole award, multiple awards, a partial award, or no award at all.

P. INTERVIEW SESSIONS:

1. Proposers who submit proposals and are short-listed as a result of the initial technical evaluation will be required to participate in interview sessions with University representatives (see Section III, Article 3 for details).
2. The University also reserves the right to visit Proposer's place of business during the evaluation process.

Q. 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 RFP.

R. 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 Public Information Act, General Provisions Article, Title 4 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).

S. MINORITY BUSINESS ENTERPRISE NOTICE: N/A

T. FINANCIAL DISCLOSURE BY PERSONS DOING BUSINESS WITH THE STATE:

Proposers providing materials, equipment, supplies or services to the University must comply with Section 13-221 of the State Finance & Procurement Article of the Annotated Code of Maryland which requires that every business which enters into contracts, leases or other agreements with the University and receives in the aggregate \$100,000, or more, during a calendar year shall, within 30 days of the time when the \$100,000 is reached, file with the Secretary of State a list containing the names and address of its resident agent, each of its officers, and any individual who has beneficial ownership of the contracting business.

U. ARREARAGES:

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

V. BID/PROPOSAL AFFIDAVIT:

The Bid/Proposal Affidavit included in this package (see Attachment A for this form) must be executed by each responding proposer and submitted with the proposer's technical proposal.

W. MULTIPLE/ALTERNATIVE PROPOSALS:

Proposers may not submit more than one (1) proposal nor may proposers submit an alternate to this RFP.

X. ADDENDUM

Any addendum/amendments to the RFP must be acknowledged by persons and entities known to have been issued, or otherwise to have received the RFP. An Acknowledgment of Addendum form is provided in Attachment A and is to be submitted accordingly with the Technical Proposal. Space is provided on the Price Proposal form to also indicate these.

Y. INCURRED EXPENSES:

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

Z. 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. The debriefing shall be limited to discussion of the unsuccessful offeror's proposal only and shall not include a discussion of a competing offeror's proposal. Debriefings shall be conducted at the earliest feasible time. A summarization of the procurement officer's rationale for the selection may be given.

AA. MARYLAND PUBLIC ETHICS LAW

1. 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, General Provisions Article, Title 5, Subtitle 5.
2. If the proposer has any questions concerning application of the State Ethics Law to the proposer's participation in this procurement, it is incumbent upon the proposer to seek advice from the State Ethics Commission: Executive Director, State Ethics Commission, 45 Calvert Street, 3rd Floor, Annapolis, Maryland 21401, 410-260-7770, 877-669-6085.
3. The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the 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.
4. The resulting contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the vendor or any State of Maryland employee in connection with this procurement.

BB. USE OF AFFILIATES TO AVOID TAXATION ON INCOME FROM STATE CONTRACTS

Contractor agrees that it will not reduce its income subject to tax by claiming a deduction for royalty or similar payments for trademarks, trade names, or intangible property that shift income from the contractor to an affiliated entity that does not file Maryland income tax returns. Contractor agrees that any affiliated entity receiving such payments is doing business in Maryland and is required to file Maryland income tax returns. Contractor agrees that during the course of this contract: (1) it shall not make any such royalty or similar payments to any affiliated company; but (2) if any such royalty or similar payments are made, contractor and the affiliated company shall file separate Maryland income tax returns and pay their respective Maryland income taxes in such a manner that contractor may claim a deduction against Maryland income tax for such payments only if the affiliated company receiving the royalty or similar payment files its Maryland income tax return and pays Maryland 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.

CC. PAYMENTS TO CONTRACTORS BY ELECTRONIC FUNDS TRANSFER (EFT)

1. If the annual dollar value of this contract will exceed \$200,000.00, the Proposer is hereby advised that electronic funds transfer (EFT) will be used by the State to pay the Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants the Contractor an exemption.
2. By submitting a response to this solicitation, the Proposer agrees to accept payments by EFT. The selected Proposer shall register using form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The form is available as a pdf file on the web site of the General Accounting Division of the Comptroller of Maryland. That web address is:
http://comptroller.marylandtaxes.gov/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf.

DD. 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 if any of those institutions express an interest in participating in any contract that results from this solicitation. 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 II

**SECTION III
PROPOSALS, EVALUATION AND FORMS**

SECTION III
PROPOSALS, EVALUATION, AND FORMS
ARTICLE 1
INTRODUCTION/OVERVIEW

A. **INTRODUCTORY SUMMARY OF PROPOSAL SUBMITTALS**: Responses to RFP # BC-21147-K are to consist of the following:

1. **Technical Proposal Submittal** (see Article 2 of this Section III for detailed information): All proposers will be *required to first submit only a Technical Proposal without a Price Proposal*. The technical proposal shall be submitted via email to the Box address provided in the Solicitation Schedule. File names for the documents are to include the RFP number and the Proposer's name. Submit two (2) sets of the Technical Proposal as follows:

- a. One set in Microsoft Word format (for documents created in word processing format).
- b. One set in PDF Format.

2. **Interview Sessions** (see Article 3 of this Section III for detailed information): Only those Proposers who are short-listed as a result of the initial technical evaluation will be requested to attend an Interview Session at 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 Interview Sessions will be conducted **on the dates provided in the Solicitation Schedule**, therefore, *proposers are advised to set all day on these dates aside on the Key Personnel calendars accordingly so as to avoid any conflicts*.

Each proposer will be required to have the proposed Site Supervisor attend. Proposers are encouraged to bring other personnel deemed important to the contract. Following the Interview Sessions, the University will conduct a Second Phase Technical Evaluation per the RFP.

3. **Second Phase Technical Evaluation:**

- 3.1 Following the Interview Sessions, a second technical evaluation will be conducted in which all categories of the technical proposal will be re-evaluated based on the Interview Session. Key Personnel and Firm References will be incorporated during this evaluation. The order of importance of the technical criteria will remain the same.
- 3.2 Proposers short-listed after the Second Phase Technical Evaluation will advance to the pricing phase, all Proposers will be notified as to the results this evaluation.

4. **Price Proposal Submittal** (see Article 4 of this Section III for detailed information): Only those Proposers who remain short-listed after the Second Phase Technical evaluation will be requested to submit a Price Proposal. The Price Proposal shall be submitted via email to the Box address provided in the Solicitation Schedule.

B. TRANSMITTAL LETTER:

A transmittal letter prepared on the Proposer's business stationery must accompany the Technical Proposal Submittal. The purpose of this letter is to transmit the Proposal; therefore, they should be brief, but shall list all items contained within the Technical Proposal. The letter must contain the firm's name, mailing address, email address, and telephone number, and be signed by an individual who is authorized to bind the firm to all statements, including services and financials, contained in the Proposal.

C. SIGNING OF FORMS:

The Price Proposal, if submitted by an individual, shall be signed by the individual; 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 for signing on behalf of the corporation. Signatures shall be under seal, i.e.: indicated by the word "(Seal)" following signature of individual and partner proposers, and indicated by affixing the Corporate Seal at corporate signatures.

END OF SECTION III, ARTICLE 1

SECTION III
PROPOSALS, EVALUATION, AND FORMS
ARTICLE 2
TECHNICAL PROPOSAL SUBMITTAL

A. TECHNICAL PROPOSAL SUBMITTAL

The following items must be included in the Technical Proposal Submittal:

1. Detailed responses to Section 3, Article 2, Item B, Technical Proposal Criteria, Items 1 through 3 (noted in "C" below);
2. Contractor's license (photocopy);
3. Bid/Proposal Affidavit); and,
4. Acknowledgement of Receipt of Addenda (If addenda are issued prior to the Technical Proposal due date, this form acknowledging receipt of all addenda MUST be included with your Technical Proposal.)

Forms for each of the items required in the Technical Proposal are furnished with this RFP on the UMBC Box site.

B. TECHNICAL PROPOSAL CRITERIA

Per Item A. above, the following information must be furnished in the Technical Proposal portion of the RFP. Failure to include any of the items listed below may disqualify your firm's response. Technical criteria are listed in order of importance. 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.

1. **STATEMENT OF APPROACH TO THE CONTRACT:**

The Contract Guard Service should submit a narrative on who they are and how they will handle the contract to provide security for the facility, property and individuals described herein. The plan must include a schedule for guard supervision by the Contract Guard Service. The plan must provide a comprehensive discussion of a plan of action and should include:

- a. 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. How is this process confirmed to UMBC?
- b. Benefits – Describe, in detail, the benefit package that your company currently offers or will offer under this contract.
- c. Training: Contract Guard Service is to describe and explain "how" their personnel will be trained. What are the frequency and the topics of training?

- d. Staffing: Provide a listing of guards and Supervisors that will be assigned to this contract. The list shall include the name, training/certification, whether supervisor or guard, and number of years of service with your company. Indicate if the current guard staff in place would be considered for employment with your company. Three (3) references must be provided for each person serving in a Security Contract Representative/Site Supervisor capacity.
- e. 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.
- f. Timeline: Contract Guard Service is to describe the plan and timeframe needed to transition into this contract.

2. **FIRM EXPERIENCE:**

- 2.1 Complete an "**Experience Form**" (found in Attachment A) for three (3) contracts services have been performed within the last three (3) years; and provide the dollar value of each contract. At least one (1) of these contracts should be in a higher academic environment. All are to be similar in size and scope to the University of Maryland, Baltimore County.

List the following on each:

- a. Name and address of contract location;
 - b. Number of years the contract has been in place;
 - c. Owner's name, address, telephone and contact person;
 - d. Brief description of the scope of the contract and the services performed by your firm; and,
 - e. Name(s) of the responsible Account Manager/Site Supervisor within your organization who manages the contract.
- 2.2 References: Provide at least three (3) references (preferably those from the experience list above in 2.1) of contract locations where these services have been performed within the last three (3) years. Provide contact name, address, telephone number and account name and location for each reference. It is imperative that accurate contact names and phone numbers be given for the contracts listed. All references should include a contact person who can comment on the firm's ability to handle a contract of this type.

The University reserves the right to verify all information given if it so chooses, as well as, to check any other sources available including itself even if not provided as a reference by the Proposer. Such references will be held in the strictest confidence.

3. **COMPANY PROFILE/BACKGROUND INFORMATION:**

Complete the “Company Profile Form” found in Attachment A which includes a description of your company and its history, as well as, the management and ownership structure.

4. **KEY PERSONNEL:**

The Account Manager is defined as the University's primary point of contact on a day-to-day basis and the person who will manage the contract for the vendor. The Account Manager for this contract must be a direct employee of the proposing firm and must speak English.

4.1 Complete a "Key Personnel Form" (found in Attachment A) on the person proposed for the Account Manager, Site Supervisor and Shift Supervisor for this contract inclusive of their qualifications, number of years with the firm, and prior experience inclusive of the role the person played on other contracts.

4.2 Provide three (3) references (preferably those provided in 4.1. above) on the Account Manager, Site Supervisor and Shift Supervisor. Such references must be able to comment on the person's performance in the role assigned in this proposal. All references will be held in the strictest confidence.

The University reserves the right to verify all information given if it so chooses, as well as, to check any other sources available including itself even if not provided as a reference by the Proposer. Such references will be held in the strictest confidence.

4.3 List the name(s) of the Account Manager’s Back-up for extended absences.

5. **FINANCIAL STABILITY OF THE COMPANY:**

Submit a statement indicating the financial stability and ability to manage this account. 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.

END OF SECTION III, ARTICLE 2

SECTION III
PROPOSALS, EVALUATION, AND FORMS
ARTICLE 3
INTERVIEW SESSIONS

- A. Interview Sessions will be held only with the Short-listed Firms after the initial technical evaluation.
- B. Required Attendees: Site Supervisor, Account Manager
- C. Purpose:
 - 1. To allow the University to meet the Proposer's key personnel and provide them an opportunity to convey their background and expertise as it applies to the University's project;
 - 2. To discuss selected categories of the Proposer's Technical Proposal;
 - 3. To provide an opportunity to clarify and discuss the scope of services for this Contract; and,
 - 4. To review the Price Proposal form.

END OF SECTION III, ARTICLE 3

**SECTION III
PROPOSALS, EVALUATION, AND FORMS
ARTICLE 4
PRICE PROPOSAL**

PRICE PROPOSAL:

Only those proposers that are short-listed after the Second Phase Technical Evaluation will be requested to submit a Price Proposal. Those proposers must submit a Price Proposal.

The Price Proposal Form (Attachment B of the RFP) **will be issued by Addendum to the short-listed firms only.**

This Price Proposal must be submitted by EMAIL to the Box site address referenced in the Procurement Schedule. The filename of the Price Proposal shall have the Proposer's name, the contract name and the RFP number with the words "PRICE PROPOSAL".

The Price Proposal shall be filled out **completely** in ink or typed. Any erasures 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.

END OF SECTION III, ARTICLE 4

**SECTION III
PROPOSALS, EVALUATION, AND FORMS
ARTICLE 5**

A. TECHNICAL EVALUATION:

1. The **Technical Evaluation** of the Technical Proposals will be conducted by a University Selection and Evaluation Committee. The order of importance of the technical criteria is as follows: Statement of Approach to the Contract, Firm Experience, Company Profile, Key Personnel, and Financial Stability of the Company.
2. For those firms who are short-listed after the initial technical phase will advance to the Second Phase Technical Evaluation (Interview Session) of this procurement.
3. Further information may be requested by the University during the technical evaluation process.

B. PRICE PROPOSAL EVALUATION:

1. For those firms who are short-listed after the Second Phase Technical Evaluation, per A.2. listed above, will be requested to submit a Price Proposal. At the time of this request, the due date for Price Proposals will be confirmed. The University anticipates that the Price Proposals will be due on or about August 26, 2019.
2. Price Proposals will not be opened publicly.
3. Price Proposals will be evaluated based on total cost for the sample jobs.

C. FINAL PROPOSAL RATING:

1. Ranking of the Price Proposal will be combined with the corresponding total technical ranking to determine a final rating for each proposal. Scores will be normalized.
2. Technical merit will have a much greater weight than cost.
3. The Evaluation and Selection Committee will choose from the highest rated proposals those proposals which will best serve the interests of the University, in accordance with University procurement regulations.
4. As stated in Section II, General Information to Proposers - H. Competitive Negotiation, and O. Proposal Acceptance, the University reserves the right to make an award with or without negotiations.

**END OF SECTION III, ARTICLE 5
END OF SECTION III**

ATTACHMENT A
TECHNICAL PROPOSAL FORMS

Key Personnel Forms
Firm Experience Form
Company Profile
Bid/Proposal Affidavit
Acknowledgement of Receipt of Addenda Form (if applicable)

**PLEASE NOTE THAT THE PROPOSER IS RESPONSIBLE FOR PROVIDING ALL
REQUIRED FORM IN ADDITION TO THE UNIVERSITY FORMS REFERENCED ABOVE.**

RFP# BC-21147-K: UNARMED GUARD SERVICES: THE COLUMBUS CENTER

KEY PERSONNEL FORM

Page 1 of 5

Proposing Firm: _____

1. **PERSON'S NAME:** _____

2. _____ Account Manager: The Account Manager is defined as the University's primary point of contact on a day-to-day basis and the person who will manage the contract for the vendor.

_____ Shift Supervisor: Monday – Friday, 7:00 a.m. – 3:00 p.m., at either post, Pratt Street Lobby Security Desk or Loading Dock (8 hours/day)

_____ Security Officer(s): Balance of time (24 hours per day), seven days per week, including holidays) is to be filled with one or more security officers providing coverage of the posts noted for the times noted.

3. **ROLE/TITLE ON THIS PROJECT:** _____

Describe the role of this person on this contract, including services to be provided directly and/or services to be supervised as provided by others.

4. **EDUCATIONAL BACKGROUND:**

Institution	Degree/Diploma/ Certificate	Major (if any)	Year received

5. EMPLOYMENT HISTORY*: (*NOTE: If a person has more than three (3) employers in his/her employment history, please provide complete employment history via supplemental page(s) attached to this form.)

5.1 CURRENT EMPLOYER'S NAME: _____

Dates of Employment: Start: _____ End: _____

Position Held (Role) Duration by Date

5.2 PRIOR EMPLOYER'S NAME: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Dates of Employment: Start: _____ End: _____

Position Held (Role) Duration by Date

5.3 PRIOR EMPLOYER'S NAME: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Dates of Employment: Start: _____ End: _____

Position Held (Role)	Duration by Date
_____	_____
_____	_____

NOTE: If a Proposer finds the space provided to be insufficient, he/she can attach additional pages to this form as he/she finds appropriate and just indicate on the this form to see “attached pages”.

END OF FORM

EXPERIENCE FORM (Complete for three (3) similar/relevant contracts.)

Proposer's Name: _____

Client's Name: _____

Client's Contact Person: _____

Client's Address: _____

Client's Telephone Number: _____

Client's Email Address: _____

TYPE OF CONTRACT: (Check all that apply)

___ Academic / Higher Education (at least 1 should be in a higher education academic environment)

___ Hospital

___ Other: _____

___ Government Agency

Project/Contract Dollar Size: \$ _____

Project/Contract Term: From: _____ To: _____

Names of Proposing firm's Account Manager and Site Supervisor this project/contract: _____

Describe a brief, but detailed description of the services provided to this client **and** the similarities of the project scope to the requirements for the UMBC Scope of Work.

END OF FORM

ATTACHMENT A
UNARMED GUARD SERVICES: THE COLUMBUS CENTER
RFP-BC-21147-K
COMPANY PROFILE FORM

Page 1 of 3

1. SBR (Small Business Reserve) Number: _____

2. COMPANY NAME: _____

ADDRESS _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

DATE OF INCORPORATION: _____ # OF YEARS IN BUSINESS: _____

STATE OF INCORPORATION: _____

NUMBER OF EMPLOYEES: Security Officers: _____

Clerical/support staff: : _____

Other: _____

3. TYPE OF ORGANIZATION:

___ Corporation ___ Partnership ___ Individual ___ Joint Venture

4. OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:

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

ATTACHMENT A
UNARMED GUARD SERVICES: THE COLUMBUS CENTER
RFP-BC-21147-K
COMPANY PROFILE FORM

Page 2 of 3

COMPANY NAME: _____

6. ADDRESS OF OFFICE THAT WILL PROVIDE SERVICES TO UMBC, AND THE NUMBER OF EMPLOYEES (if same as above, indicate below)

Number of employees, and roles at this location: _____

7. TYPE(S) OF WORK PERFORMED AND SERVICES PROVIDED BY THE COMPANY:

8. ANNUAL SALES:

2018 \$ _____
2017 \$ _____
2016 \$ _____

9. BONDING CAPACITY \$ _____
(Bonding requirement as required by the Maryland State Police)

ATTACHMENT A
UNARMED GUARD SERVICES: THE COLUMBUS CENTER
RFP-BC-21147-K
COMPANY PROFILE FORM

Page 3 of 3

10. HISTORY OF THE COMPANY (if preferred, an attachment to this form can be provided. If this is the case, please indicate below to “see attached”):

END OF COMPANY PROFILE FORM

BID/PROPOSAL AFFIDAVIT

A. Authority

I HEREBY AFFIRM THAT:

I (print name) _____ possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". 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. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. Certification Regarding Minority Business Enterprises.

The undersigned bidder 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.

The undersigned bidder 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 names of persons 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) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) 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 Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with 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, §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 subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;

- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review; or
- (15) 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 in §§B and C and subsections D(1)—(14) of this regulation, 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 names of the persons 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. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT: 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 Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. 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, bona fide agent, bona fide salesperson, or commercial selling agency 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, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

- (a) 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 State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

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

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade

Commission’s Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. ACKNOWLEDGEMENT

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 the 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 statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with 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: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

RFP NO.: **BC-21147-K**

TECHNICAL PROPOSAL
DUE DATE:

JULY 16, 2019 at or before 4:00 P.M. by EMAIL to:
RFP_Sub.xz4xrfwe2zfhrijq@u.box.com

RFP FOR:

**UNARMED GUARD SERVICES AT THE COLUMBUS
CENTER**

NAME OF PROPOSER: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No.: _____ Date of Issuance: _____

Addendum No.: _____ Date of Issuance: _____

Addendum No.: _____ Date of Issuance: _____

Addendum No.: _____ Date of Issuance: _____

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

Signature

Print Name

Title

Date

END OF FORM

ATTACHMENT B
SAMPLE PRICE PROPOSAL FORM

SAMPLE PRICE FORM

RFP NO.: BC-21147-K
RFP FOR: UNARMED GUARD SERVICES: THE COLUMBUS CENTER

PROPOSER: _____

Federal Identification Number/Social Security Number: _____

PRICE PROPOSAL FORM

DATE _____

Mr. John Kenny
Procurement Services
University of Maryland, Baltimore County (UMBC)
1000 Hilltop Circle, Administration Building, Room 732
Baltimore, MD 21250

Dear Mr. Kenny:

The undersigned hereby submits the Price Proposal as set forth in RFP# BC-21147-K dated 06/13/19 and the following subsequent addenda:

Addendum _____	Dated _____
Addendum _____	Dated _____
Addendum _____	Dated _____
Addendum _____	Dated _____
Addendum _____	Dated _____

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to complete 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.

- A. The contract guard service shall furnish two (2) security officers to work at the Columbus Center during the following hours:
 1. Pratt Street Lobby Security Desk: To be manned 24 hours per day, 7 days per week, 365 days per year. Shifts shall be (1) 7:00 am until 3:00 pm, (2) 3:00 pm until 11:00 pm and (3) 11:00 pm until 7:00 am.
 2. Loading Dock: To be manned 10 hours per day, from 7:00 am until 5:00 pm, Monday through Friday, excluding holidays listed in section 6 B.

PROPOSER: _____

B. Hourly Rates

Role	Regular Hourly Rate	Emergency Hourly Rate (if applicable)
Shift Supervisor	\$ _____	\$ _____
Security Officer	\$ _____	\$ _____

C. Annual Costs

1. Supervisor: \$ _____
2. Front Desk Coverage: \$ _____
3. Loading Dock Coverage: \$ _____

Total Written in numbers: \$ _____

Total Written in words:

We understand that by submitting a Response we are agreeing to all of the terms and conditions included in the RFP documents. We understand that the University reserves the right to award a contract for all items, or any parts thereof, or no contract at all based on available funding.

We understand that the Bid/Proposal Affidavit submitted as part of the original technical offer remains in effect.

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

Proposer (Company Name)

Authorized Signature

Print Name

Title

ATTACHMENT C

Contract (Sample)
Contract Affidavit

CONTRACT
BETWEEN
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
AND

By this Contract, made as of the day of _____, 2019, by and between The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland, agency of the State of Maryland ("University"), 1000 Hilltop Circle, Baltimore, Maryland 21250, and _____ ("Contractor"), _____, for (), the parties hereby agree as follows:

1. **TERM OF CONTRACT:** The term of this Contract shall begin on _____ and end 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:**

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.

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 any time 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:**

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.

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.

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. **NONDISCRIMINATION IN EMPLOYMENT:** The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such

employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

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**: "N/A"

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. **MULTI-YEAR CONTRACTS CONTINGENT UPON 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. **TERMINATION OF MULTIYEAR CONTRACTS:** 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 the Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any 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.

23. **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.

24. **VARIATIONS IN ESTIMATED QUANTITIES:** ["N/A"]

25. **LIQUIDATED DAMAGES:** ["N/A"]

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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.

36. **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.

37. **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.

38. **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.

39. **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.

40. **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.

41. **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.

42. **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.

43. **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.

44. **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.

45. **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.

46. **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.

47. **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.

48. **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: _____

_____ BY: _____

Witness

Signature

Typed/Printed Name

Title

Date

Telephone Number

University of Maryland Baltimore County

_____ BY: _____

Witness

Signature

Elizabeth Moss
Executive Director of Procurement

Date

CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

and is registered or qualified as required under Maryland Law.

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

Name and Department ID

Number: _____ Address:

_____.

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

Name and Department ID Number:

Address: _____.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, 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 the 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.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings 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 or alcohol;

(d) Not hire or assign to work on the contract anyone who 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's 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 §E(2)(b), of this regulation;

(h) Notify its employees in the statement required by §E(2)(b), of this regulation, 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 5 days after a conviction;

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

(j) Within 30 days after receiving notice under §E(2)(h)(ii), of this regulation, 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 §E(2)(a)—(j), of this regulation.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), of this regulation, 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 the 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.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/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: _____ (printed name of Authorized Representative and affiant)

_____ (signature of Authorized Representative and affiant)

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

ATTACHMENT D

Small Business Reserve Criteria

Small Business Reserve Reference Guide



MARYLAND DEPARTMENT OF GENERAL SERVICES

FACILITIES OPERATIONS & MAINTENANCE • FACILITIES PLANNING, DESIGN & CONSTRUCTION
PROCUREMENT & LOGISTICS • REAL ESTATE

As a result of the passing of House Bill 456 (Chapter 539 of the Acts of 2012) during the 2012 Legislative Session, the definition of Small Business for the State of Maryland has changed. These changes subsequently affect the qualification criteria for the Maryland Small Business Reserve Program.

Beginning October 1, 2012, the following shall define a Small Business:

A certified minority business enterprise, as defined in the Annotated Code of Maryland Section 14-301, that meets the criteria specified under paragraph (2) of this subsection; or a business, other than a broker, that meets the following criteria:

- (i) the business **is independently owned and operated;**
- (ii) the business **is not a subsidiary of another business;**
- (iii) the business **is not dominant** in its field of operation;

AND

- (iv) 1. A. the **wholesale operations** of the business did not employ more than 50 persons in its most recently completed 3 fiscal years;
- B. the **retail operations** of the business did not employ more than 25 persons in its most recently completed 3 fiscal years;
- C. the **manufacturing operations** of the business did not employ more than 100 persons in its most recently completed 3 fiscal years;
- D. the **service operations** of the business did not employ more than 100 persons in its most recently completed 3 fiscal years;
- E. the **construction operations** of the business did not employ more than 50 persons in its most recently completed 3 fiscal years;
- F. the **architectural and engineering** services of the business did not employ more than 100 persons in its most recently completed 3 fiscal years;

OR

2.
 - A. The gross sales of the **wholesale operations** of the business did not exceed an average of **\$4,000,000** in its most recently completed 3 fiscal years;
 - B. The gross sales of the **retail operations** of the business did not exceed an average of **\$3,000,000** in its most recently completed fiscal years;
 - C. The gross sales of the **manufacturing operations** of the business did not exceed an average of **\$2,000,000** in its most recently completed 3 fiscal years;
 - D. The gross sales of **the service operations** of the business did not exceed an average of **\$10,000,000** in its most recently completed 3 fiscal years;
 - E. The gross sales of the **construction operations** of the business did not exceed an average of **\$7,000,000** in its most recently completed 3 fiscal years; and
 - F. The gross sales of the **architectural and engineering services** of the business did not exceed an average of **\$4,500,000** in its most recently completed 3 fiscal years

Beginning October 1, 2012, many businesses which previously did not pre-qualify for the Maryland Small Business Reserve certification may now be eligible.

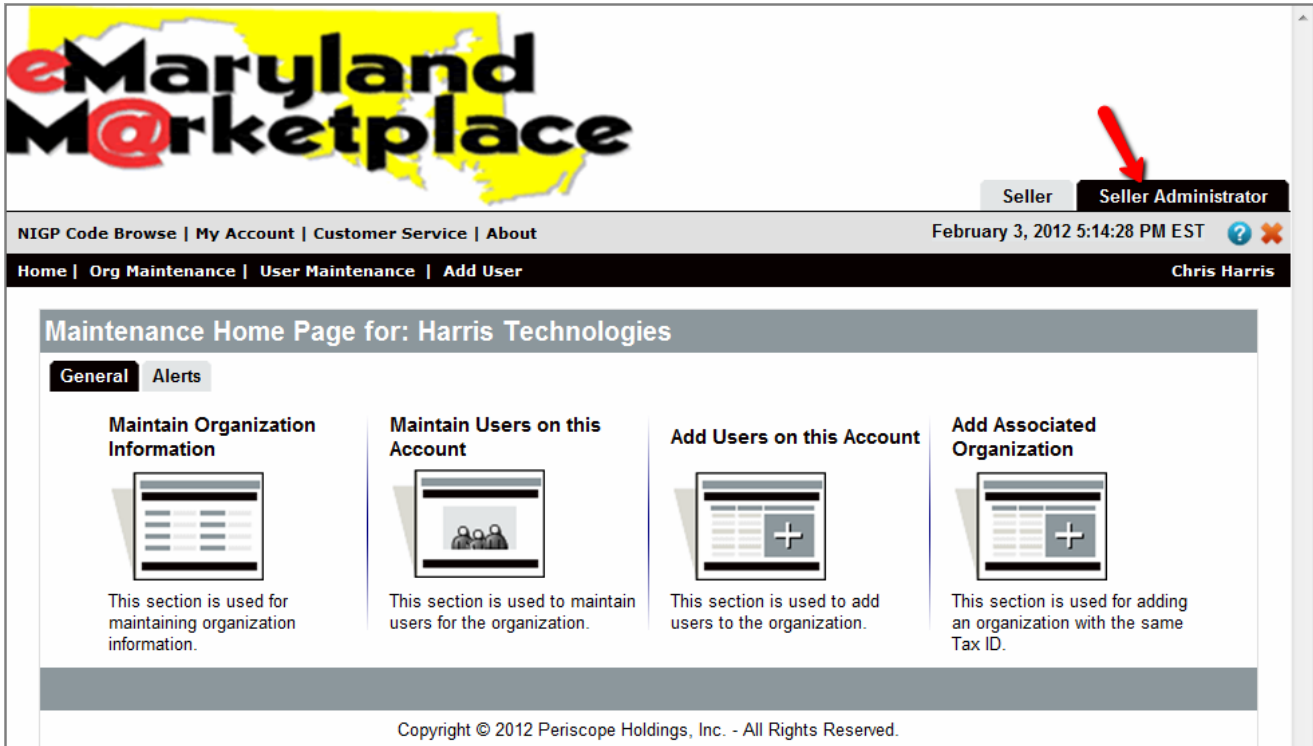
Please monitor the NEWS feature on your eMaryland Marketplace desktop for additional forthcoming information regarding changes to the Maryland Small Business Reserve Program.

Small Business Reserve Registration

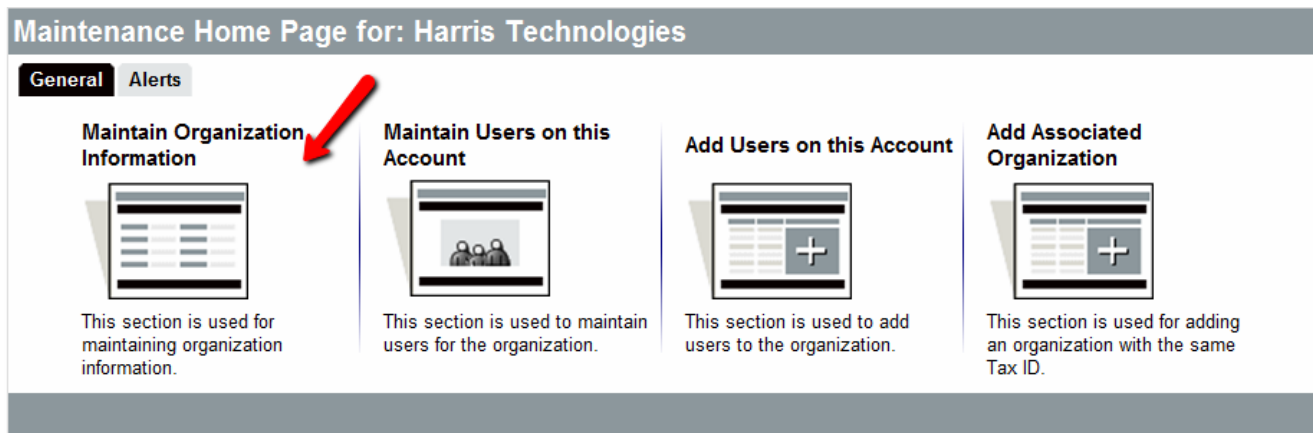
This Quick Reference Guide is intended to walk a vendor through the registration process for the State of Maryland's Small Business Reserve (SBR) Program if you are already a registered vendor within eMaryland Marketplace (eMM). If you have NOT registered within eMM, then you will want to do this, as this now includes the SBR program registration process.

Accessing SBR Program (Available in eMaryland Marketplace on 2-21-2012)

The first step in registering for the SBR Program is to log in to eMM with your username and password. Once you are logged in, ensure you have the Seller Administrator role selected along the top-right.










Next, click the **Maintain Organization Information** button.



Small Business Reserve Registration

Next, select the **Maintain Program Qualification** button.

Maintain Organization Information for: Harris Technologies

<p style="text-align: center;">Maintain General Organization Information</p>  <p style="font-size: small;">This section is used for maintaining general organization information.</p>	<p style="text-align: center;">Maintain Addresses</p>  <p style="font-size: small;">This section is used to maintain addresses.</p>	<p style="text-align: center;">Maintain Commodity Codes & Services</p>  <p style="font-size: small;">This section is used to maintain commodity codes and services.</p>	<p style="text-align: center;">Maintain Program Qualification</p>  <p style="font-size: small;">This section is used to maintain program qualification.</p>
<p style="text-align: center;">Maintain Regions</p>  <p style="font-size: small;">This section is used to maintain regions.</p>	<p style="text-align: center;">Maintain Terms and Categories</p>  <p style="font-size: small;">This section is used to maintain terms and categories.</p>	<p style="text-align: center;">Maintain Quote Attachment Repository</p>  <p style="font-size: small;">This section is used to maintain files in the quote attachment repository.</p>	

If you are NOT currently a registered SBR vendor, the **SBR – Program Details** page will appear as below. Click the **Continue** button to proceed with the SBR registration process.

SBR - Program Details

Current(0)
Renewal(0)
Expired(0)

No active certifications found

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Registering for the Small Business Reserve Program

The **Program Qualification Warning** screen will appear next. This screen enables you to register for the State of Maryland's Small Business Reserve Program. Initially, you are displayed a disclaimer for the program. If you select **I Disagree** or **No Thanks**, then you will be returned to the **Maintain Organization Information** screen and will not be able to proceed with the SBR registration process.

Small Business Reserve Registration

Program Qualification Warning

PROVIDING FALSE INFORMATION

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

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

FAILURE TO MEET MINIMUM QUALIFICATIONS

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

If you would like to register for the program AND you acknowledge the disclaimer, select **I Acknowledge** and you will be able to continue with registering for the program. Upon selecting **I Acknowledge**, a series of questions will appear. Complete the questions and click the **Save & Continue** button on the bottom of the screen.

Small Business Reserve Registration

Program Qualification Questions

- 1. Are you a broker? * :
- 2. Type of Organization? * :
- 3. Is business a subsidiary of another firm? * :
- 4. Is business independently owned and operated? * :
- 5. Is Business dominant in its field of operation? * :
- 6. Total Number of Employees on payroll (Must enter a value greater than 0) * :

The following 2 questions deal with veterans status. If you are a veteran, select the appropriate response as well as acknowledging that you have read SFP 14-201. Also be aware that you MUST be domiciled in the State of MD to qualify.

- 7. If applicable, indicate veteran status. : ?
- 8. If veteran or disabled veteran, indicate the you have read and understand the SFP 14-201 terms found in the help area. : ?

If you are not a NEW business, provide your last 3 years of gross sales. Otherwise select NA for the year and enter a 0 in the gross sales area.

- 9. Gross Sales for the most recent three years - Year 1 * :
- 10. Amount Year 1 (Enter 0 if NEW Business) * :
- 11. Gross Sales for the most recent three years - Year 2 * :
- 12. Amount Year 2 (Enter 0 if NEW Business) * :
- 13. Gross Sales for the most recent three years - Year 3 * :
- 14. Amount Year 3 (Enter 0 if NEW Business) * :

If you are a NEW business, provide your gross sales. Otherwise enter a 0 in the gross sales area.

- 15. New business, please provide the first year projected or estimated gross sales * :

Small Business Reserve Registration

Upon clicking **Save & Continue** a screen will appear informing you of whether the information you've provided pre-qualifies your company for the SBR Program. Click **Exit** to return to the **Maintain Organization Information** screen.

Program Qualification Results

Pre-Qualification Results

The information you provided meets the qualification criteria for the program

Exit

OR

Program Qualification Results

Pre-Qualification Results

The information you provided does not meet the qualification criteria for the program

Exit

END OF ATTACHMENT D
END OF RFP DOCUMENT