



SMALL BUSINESS RESERVE (SBR)
REQUEST FOR PROPOSAL
FOR
SECURITY GUARD SERVICES

RFP NUMBER: BC-21231-J

ISSUED: JUNE 11, 2021

Procurement/Issuing Office:

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

Contract Management:

Facilities Management
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SOLICITATION SCHEDULE

Issue Date	Friday, June 11, 2021
Pre-Proposal Conference	Monday, June 21, 2021 at 10:00 a.m.
Pre-Proposal Conference Location	Via WEBEX Meeting- Details will be listed on UMBC's Procurement Site
Deadline for questions for Initial Technical Proposal	Monday, June 28, 2021 on or before 4:30 pm.
Initial Technical Proposal Due Date	Monday, July 12, 2021 on or before 11:59 pm.
Submit Initial Technical Proposal to UMBC Box: https://umbc.box.com/s/tnxqpot060z9ebjy6fr64mmrbykcw6qx	
Interview Sessions for Shortlisted Firms	Tuesday, August 3, 2021 (anticipated)
Price Proposal Due Date	Wednesday, August, 11, 2021 on or before 11:59 pm
Submit Price Proposal to UMBC Box: https://umbc.box.com/s/18akz1pd39tf8xjh9b9s4mg7tj1e5orx	

SECTION I

SCOPE OF SERVICES

1.1 Introduction

The University of Maryland, Baltimore County (UMBC) is requesting proposals from certified Small Business Reserve (SBR) firms for trained, uniformed, unarmed Security Guard Services at various locations on the UMBC campus. This is a Small Business Reserve (SBR) procurement. Only those proposers registered as a State of Maryland Small Business will be considered.

1.2 Background

Established in 1966, the University of Maryland, Baltimore County (UMBC) is one of twelve institutions that along with two regional centers constitute the University System of Maryland. UMBC is located on 482 acres with 4.2 million gross square feet and only 15 minutes from Baltimore's Inner Harbor and 30 minutes from Washington, D.C. and five minutes from BWI Airport.

UMBC combines the emphasis on teaching found at the best liberal arts colleges with the innovation of a research university. UMBC's students take full advantage of the educational, business, cultural, and recreational resources of Baltimore and Washington, D.C. At UMBC, students work alongside faculty who are leaders in their fields; think about the hard questions of society, science, and creative expression; and then move beyond the classroom to make a difference.

UMBC is increasingly recognized as a major resource for building the State's economy and addressing its social concerns. More than 70% of UMBC's 77,000 active alumni live and work in Maryland, contributing significantly to the State's economic and social vitality. In Fall 2019, UMBC had 13,602 enrolled students of which 49.8% are minority enrollments from nearly all 50 states and 3% are international enrollments from more than 80 nations, creating a richly diverse student body.

The South Campus location is home to the Technology Center, bwtech@UMBC, which is a nationally recognized life-science and technology business incubation program that is home to over 30 early stage bioscience and technology companies. The South Campus is located on 12 acres with 165,000 gross square feet and only 10 minutes from the UMBC main campus. Clients enjoy 165,000 square feet of affordable office and wet lab space, flexible lease arrangements, as well as access to resources and networking opportunities to help their businesses succeed. The program is unique in its affiliation with UMBC and provides for potential collaborative relationships with UMBC faculty and graduate students, and access to shared scientific equipment and other University resources.

1.3 Overview

This document provides the minimum specifications and requirements to be met by the security guard services firm that is awarded the contract. By this reference, the University expressly reserves the right to amend, modify, and re-issue orders, directives, and other instructions pertaining to the responsibilities of the security guard staff and other terms of the contract as necessary to meet the overall objectives of the contract.

Services shall be provided by a well-established certified Small Business Reserve (SBR) security guard services firm with extensive experience performing unarmed security services work in a higher education environment. The firm shall have a significant pool of employees on staff to ensure appropriate staffing of the contract, as well as the financial capability to support a large payroll.

The selected firm shall provide to the University security guard services at requested locations, which may be modified during the term of the contract. At the commencement of this contract, the locations shall be: bwtech @UMBC South Campus, the AOK Library, and the Freshman parking lot at South Campus. Campus map information is found here:

<https://about.umbc.edu/visitors-guide/campus-map/>

The Contractor shall provide all labor, materials, transportation, equipment, supervision, communication devices, and other necessary items to perform complete uniformed, unarmed security guard services.

A contract shall be awarded for an initial contract period of three (3) years with two (2) additional three-year renewal terms possible at UMBC's sole discretion. If this contract terminates for any reason, including termination for cause, convenience, or at the end of the term, and the Contractor is not awarded the next contract, the Contractor shall assist the University in the transition of services to the new firm as required. The Contractor shall not be paid the final invoice until the completion of the successful transition.

1.4 Scope of Services

The Contractor shall furnish a qualified, trained, and uniformed security guard force with required equipment to ensure the safety of the designated UMBC facilities and protect the facilities 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. Reports of incidents which are considered security breaches or violations of UMBC's regulations, post orders, or safety practices shall be prepared and submitted to the bwtech@UMBC South Director or designee. Adherence to applicable post instructions providing detailed and unique operating requirements and procedures for each post covered by this contract, and written orders and

procedures which provide detailed and unique operating requirements and procedures for each site is required. The Contractor shall be financially responsible for the loss or damage of equipment furnished to the Contractor by UMBC if such loss or damage is caused by other than normal wear and tear. Contractor shall perform such other security related support functions as requested by UMBC, and coordinated and approved through UMBC Police. The guard force of the Contractor 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. Additionally, the guard force of the Contractor 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, and if any of these items are found to be unlocked or unsecured, the guard force shall secure the item as much as possible and notify the UMBC police dispatcher of the guard's actions.

All efforts shall be made 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. Escort service shall be provided on the facility as established by UMBC or as deemed necessary by the bwtech@UMBC South Director or designee. Employees of the Contractor shall not be permitted entry to UMBC properties except to perform assigned guard or supervisory duties, and guards shall not accept instructions or directions, verbally or otherwise, except under emergency or other unusual conditions, from any person other than the bwtech@UMBC South Director, Chief of Police, or other UMBC representatives who have been previously identified to the Contractor by the UMBC Chief of Police or designee.

1.5 Service locations and work hours

The Contractor shall furnish one security officer to work at each of the following locations: bwtech@UMBC South, the Albin O. Kuhn Library (AOK), and the Freshmen parking lot @ South Campus. Services shall be provided during the following hours:

- a. Twenty-four-hour guard service through December 2021; thereafter
- b. Two shifts daily, Monday through Friday, covering the hours 4:30 P.M. through 8:30 A.M.
- c. Twenty-four-hour guard service from 4:30 P.M. Friday through 8:30 A.M. each Monday.
- d. Twenty-four-hour guard service on scheduled UMBC holidays.
- e. On call, twenty-four-hour guard service during emergency closure of UMBC or as required by UMBC.

Changes or additions to guard force coverage shall be made by the bwtech@UMBC South Director or designee, or the applicable contract administrator for the location. A 48-hour notice of a change or addition will be furnished except where prohibited by time or circumstances.

The Contractor is required to have a designated supervisor for each shift and a manager for the contract. Neither individual is required to be on site with the security officer on duty, but the individuals shall be available during each shift, if needed. At the beginning of the contract term, the selected firm shall submit the final security plan that includes schedules for guard supervision by the Contractor.

UMBC may request additional services beyond the specified service locations. Requests for additional services shall be made in writing, and the Contractor shall determine at Contractor's discretion, whether or not the Contractor shall provide the requested services. The associated cost and payment schedule for special services shall be negotiated as part of the request process.

1.6 Personnel

All Contractor personnel shall carry out the function of security operations on site and in a manner conforming to the highest standards of the private security service industry, applicable regulatory rules and guidelines, and the specifications of this Contract.

Uniformed guard force personnel shall perform duties, such as property patrol (foot), person and vehicular access control, personnel escort, ensuring compliance of UMBC reporting requirements, written or verbal instructions received from the bwtech@UMBC South Director, AOK Library Business Manager or designee, or UMBC Police Chief or their designee, site security plans, contingency plans, all post orders, procedures, rules and regulations, and various other security-related assignments as required by UMBC.

The position of guard and that of site supervisor or shift supervisor cannot be held by the same individual unless authorized by the bwtech@UMBC South Director or designee.

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. All guard personnel shall, at all times, be considered and recognized as employees of the Contractor and not UMBC.

1.7 Personnel Standards

The Contractor shall provide selection criteria for security force personnel for review and approval by the bwtech@UMBC South Director or designee. Selection criteria shall include consideration of character traits, motivation, and the ability to perform the mental and physical tasks required of guard force personnel. All guard force personnel shall possess mental and

emotional stability and have the capability of exercising sound judgment. In addition, the following selection criteria requirements shall apply to all Contractor personnel:

- a. Ability to read and fully comprehend work instructions;
- b. Ability to write in a legible and understandable fashion;
- c. Ability to speak and write English in a satisfactory fashion so as to be able to communicate in person, by telephone, or by radio;
- d. Minimum age of 21 years;
- e. Possession of a high school diploma or equivalent GED;
- f. Security guard clearance identification card from the State of Maryland;
- g. Passage of a chemical test and analysis for the detection of the illegal use of or abuse of drugs, contraband substances, and marijuana; and
- h. Not having a criminal conviction which carries a penalty of more than six (6) months.

The Contractor shall complete a background investigation of all guard force personnel that will be physically present on the UMBC campus that includes the following components:

- a. Verification of identity;
- b. Employment history (past five years);
- c. Education history;
- d. Military service;
- e. Criminal history;
- f. Reference checks;
- g. Motor Vehicle Administration check; and
- h. Credit check.

Additionally, shift supervisors shall have at least one (1) year of experience in a security-related supervisory capacity. Contractor 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.

UMBC has the right to require the Contractor to remove any employee from the premises temporarily or permanently when, in the University's sole opinion, the employee is not fit to be on campus. In this situation, the Contractor shall remove the employee immediately and replace the individual in a timely manner.

1.8 Employee Training

At a minimum, the security training program shall consist of 16 hours of basic training and eight (8) hours of re-qualification training annually.

The 16 hours of basic training shall be comprised of 8 hours provided by the Contractor and 8 hours of on-site, on the job training provided by UMBC, on the various subjects as follows:

- (a) Provided by Contractor:
 - Appearance and decorum
 - Law - use of force, limits on restricting an individual's mobility
 - Emergency situations
 - Customer awareness
 - Security rules and regulations
 - Confidentiality/proprietary information
 - Note taking/report writing
 - Communications/use of proper equipment

- (b) Provided by UMBC:
 - Overview of UMBC
 - UMBC corporate safety program
 - Post orders/patrol inspections
 - Site specific information
 - Security systems operation, if any
 - UMBC radio communications

An annual 8-hour re-qualification training shall be provided, consisting of the following:

- (a) Provided by Contractor:
 - Laws relating to limits on use of force and personal safety
 - Communications/use of proper equipment
 - Customer awareness/appearance/decorum

- (b) Provided by UMBC:
 - Review of the UMBC safety program
 - Post orders/patrol inspection
 - Protection of proprietary information

The Contractor shall prepare and update the lesson plans and written test to cover the basic and re-qualified training on an annual basis. The bwtech@UMBC South Director shall review and approve the annual revisions of the lesson plan and test prior to the training. The Contractor shall prepare and maintain a Training Certification Record (TCR) for each guard force member who successful completes the training program. The draft for the individual TCR shall be approved by the bwtech@UMBC South Director or designee. All TCRs shall be retained by the Contractor and made available to UMBC for inspection upon request. All training shall be

successfully completed and documented prior to the individual being assigned responsibilities at a particular site.

1.9 Security Guard Incentive Program

(DO NOT INCLUDE THIS EXPENSE ON THE PRICE PROPOSAL SUBMISSION)

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

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

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

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

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

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

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

C. Payment of bonus:

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

1.10 Administrative Requirements

The Contractor shall provide 24-hour coverage to perform site supervisory functions. A Contractor employee that is not assigned to the University, equal to at least the position of Supervisor, shall conduct an unannounced, biannual performance evaluation at each site. The performance evaluation shall:

- a. Verify guard on shift has received proper basic and on-site training;
- b. Verify appearance and decorum of security officer is in accordance with contract;

- c. Ensure that post orders are up-to-date; and
- d. Verify that Supervisors are making required visits/inspection.

A copy of this evaluation shall be submitted to the bwtech@UMBC South Director.

1.11 Equipment

The Contractor shall furnish all equipment necessary for guards to perform their duties and shall furnish each guard with any and all equipment required by OSHA, MOSHA, or any other State, Federal or local laws. The Contractor shall furnish each post with a functioning flashlight. The UMBC Police Department shall provide portable hand-held radios capable of providing continuous on-site communications, at all times, between UMBC supervisors, patrols, and Police Dispatch.

The Contractor shall ensure that special details, requested by the supplemental guard coverage report, maintain continuous communications, at all times, between UMBC supervisors, patrols, and the police dispatcher and provide a vehicle if shelter is not available.

The Contractor shall receive, secure, and account for all keys issued in the performance of services. Duplicate or replacement keys must be requested through the bwtech@UMBC South Director or designee. Keys issued for duty performance will not be removed from any UMBC facility. Any expense incurred by UMBC as a result of removal, loss, or mishandling of a key, shall be reimbursed by the Contractor. The Contractor shall be responsible for the loss or damage of equipment furnished by UMBC as a result of negligence, willful misconduct, or unauthorized use. Additionally, the Contractor shall be responsible for losses due to theft, vandalism, or misuse of UMBC equipment by a Contractor employee. 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.

1.12 Uniforms

The Contractor shall provide uniforms in quantities required for all of the Contractor's guard force without expense to the individual guard. All guards shall be uniformly attired. Headgear must be worn as required and the security guard's name must be clearly identifiable. Uniform clothing shall fit properly and be clean. Each guard shall be furnished with a badge and identification card. All guards shall wear sturdy uniform compatible, plain toe, leather soled, laced shoes of leather or leather-like material. Shoes shall meet safety requirements, be clean, in good repair, and shined. Socks shall be uniform compatible. All guards shall be clean-shaven. A mustache shall be permissible if kept within the UMBC police uniform policy. All guards shall have their hair neatly trimmed and groomed in keeping with the UMBC police uniform policy. 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.

1.13 Personnel Documentation Requirements

At least two (2) working days prior to UMBC granting any employee of the Contractor access to any UMBC facility, the Contractor shall provide UMBC with certification that the Contractor has the following documentation for 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, as applicable for the post; and
- g. Proof of one continuous year of supervisory experience for a shift supervisor.

The required documentation shall be retained by the Contractor for each employee assigned to the UMBC contract for at least 12 months after termination of the employee's employment and is subject to audit by UMBC as requested during normal business hours. In addition to the certification, the Contractor 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. The Contractor shall provide, at the beginning of each month, an updated listing of the guard force working at UMBC facilities. The Contractor shall also provide hard copy documentation of rounds required by post orders.

1.14 Right of Access

UMBC or its agent shall have right of access to the Contractor's facilities and records for inspection or audit at any time. UMBC or its agent shall also have right of access to Contractor's records for duplication/reproduction to substantiate acceptability of the work.

The Contractor shall maintain all records pertaining to this contract for a period not less than one calendar year after the completion of the contract. UMBC shall have right of access to these records during this period.

1.15 Performance Deficiencies

If the Contractor fails to perform Contractor's responsibilities or fails to comply with UMBC's rules and regulations, a monetary deduction may be made against the Contractor's invoice in the amount specified. The bwtech@UMBC South Director or designee shall notify the Contractor prior to making such deduction. For each occurrence of the below listed performance deficiencies, a \$100.00 fine, except where noted, shall be assessed:

Contractor Administrative Requirements:

1. Failure to perform training or maintain training certifications;

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

Contractor Documentation Requirements

1. Failure to provide monthly security staff updates; and
2. Failure to maintain document files as required per Section III.

Security Guard Personnel Requirements

The Contractor shall have minimum performance requirements for the security guard staff that prohibits the following activities:

1. Lateness - failure of guard to arrive for duty at designated time or failure to call in within the first 15 minutes of shift -- \$25.00/each quarter hour interval.
2. Sleeping on duty - Strictly prohibited.
3. Failure to properly check identification as required by post orders.
4. Failure to properly document and maintain access control logs.
5. Failure to provide a guard for a post or shift, or allowing any post to be unmanned for more than one (1) hour -- \$100.00 for initial hour, plus \$50 for each hour thereafter that the post remains unmanned.
6. Allowing a guard to work who is not both physically and mentally capable, i.e., under the influence.
7. Failure to maintain equipment.
8. Allowing a guard to work who is not wearing the prescribed uniform in a clean and neat order.

Breach of UMBC Rules and Regulations

All Contractor personnel shall adhere to UMBC rules and regulations. Committing any of the following infractions result in fines (where noted), and shall result in removal from the campus 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 (violation will also result in a fine).
13. Failure to write required reports or make rounds prescribed by UMBC written and verbal procedures.
14. Failure to properly identify persons 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 Contractor 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
bwtech@UMBC
South Director or designee for safety reasons.
21. Congregating with other security personnel at any post unless performing assigned duties.
22. Conduct unbecoming a guard or prejudicial to the standards of the security industry.

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.

1.16 Continuity of Services

The Contractor shall be responsible for Contractor's own labor relations with any labor organization representing or seeking representation among Contractor's employees. In the event the Contractor has knowledge that an actual or potential labor dispute prevents or threatens to prevent timely performance under the contract, the Contractor shall immediately provide notice to the bwtech@UMBC South Director or designee that includes all relevant information concerning the labor dispute. The Contractor shall recognize Contractor's responsibility to guard and protect the University's plants, premises, material, facilities, properties, and personnel. In the event the Contractor is faced with a strike, threatened strike, stoppage of work, or other interferences, the Contractor shall make every effort to see that Contractor's guard force personnel will continue to report for duty, remain at their posts, discharge their duties in the regular manner, and discharge any other protection duties as are determined to be necessary and proper under the circumstances by the bwtech@UMBC South Director or designee. In the event the guard force does not perform as specified under this contract, UMBC may hire outside guards for the duration of the contingency at the expense of the Contractor.

SECTION II

TECHNICAL PROPOSAL SUBMITTAL FORMAT

2.1 Introduction

All proposals shall be organized in accordance with the format listed below. Proposers should describe in detail and provide evidence supporting the qualifications requested below. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and may result in disqualification. Non-conforming and non-responsive proposals may be rejected at the discretion of the University's Procurement Department.

All proposers are *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 above. File names for the documents are to include the RFP number and the Proposer's name.

2.2 Organization of Proposal

Proposals shall be organized in the following format:

- Title Page
- Firm qualifications and relevant experience
- Firm references
- Work Plan
- Primary Contract Representative
- Unique qualifications
- Transition plan
- Required forms (affidavit and acknowledgement of addenda)

2.3 Title Page

The title page must be on company letterhead and should include the name and address of the firm submitting the proposal, a contact person at the firm for the proposal, including telephone number and email address, and the date of submission. The page should also state the RFP title and number.

2.4 Firm Qualifications and Relevant Experience

The offeror must have a proven record of at least five (5) years' experience in providing security guard services, preferably in a campus environment. The University would like detailed information about the following items relating to the firm's qualifications and relevant experience.

- Provide a firm overview, including size, revenue, services provided, and business outlook. Provide detailed information about the number of employees involved in providing security guard services, the experience and background of personnel, and the corporate structure. Provide information about the length of time the firm has been providing security guard services, as well as any other services that may be provided by the firm.
- Provide information about the firm's business and customer service philosophy.
- Provide information about the type of clients that receive services. If the firm provides services to other higher education institutions, provide the number and size of higher education institutions utilizing the security guard services, as well as a description for the type of services provided. Detail the number of institutions that are public, private, four-year and two-year.
- Provide a list of client locations within a twenty-five (25) mile radius of the University, including the name of the client, address, name of client administrator that oversees the services, and contact information, including telephone number and email address. Describe the extent of security guard services provided at these locations and the length of time your firm has been operating at this location. If this list is so extensive that it is unwieldy to provide all names, provide a sample listing of clients similar in scope or profile, such as other higher education institutions, government locations, or high-profile clients.
- What is the average duration of a client relationship?
- How many new clients has your firm added in the past year?
- How many clients have terminated services in the past year? Why?
- Is there any pending litigation against your firm? If so, please describe.
- Are there any significant changes expected in your firm's client base or company operations that would affect your firm's ability to provide services to the University?

All services furnished under this contract shall be from Maryland-certified Small Business Reserve security guard services firms, and must be currently licensed, bonded and insured in the area where the work is to be performed. Failure to provide such proof may result in the firm being determined to be non-responsive and not eligible for award. The firm and its employees and subcontractors, if any, must have all necessary current business licenses issued by the State

of Maryland. Proper licensing and insurance documentation shall be attached to the proposal, as well as documentation that indicates SBR certification.

2.5 Firm References

Proposers shall submit information demonstrating prior experience providing unarmed security guard services.

Submit information for three (3) references for which the firm has provided services similar in size and scope to the services required by University of Maryland, Baltimore County. At least one of the three, and preferably all three, shall be in an academic environment, and shall indicate dates of service within the last three (3) years. The following information shall be included:

- Reference firm's name and location;
- Name of reference contact person, email address, and telephone number, including extension;
- Dates of service to indicate length of contract;
- Description of services;
- The names of key personnel assigned as supervisor/lead guard;
- Explanation of how the services that were provided are similar to the University's requirements; and
- The value of the contract.

2.6 Work Plan

Provide a work plan that describes how security will be provided to meet the University's requirements.

Include a shift schedule and schedule for guard supervision. Additionally, indicate the selection criteria that is used to hire security guards, and the process that is used to complete background checks. Provide information about the training requirements for security guards and supervisors, including title and general course content. Indicate the information included in incident reports and other reports, and provide a sample report that demonstrates the information to be submitted to the University.

2.7 Primary Contract Representative

The Proposer shall submit information on the person to be assigned as the Primary Contract Representative to oversee this contract upon award. The information provided for this individual shall clearly indicate applicable training and experience in security guard services.

Information to be provided shall include: a) educational background; b) employment background including positions held and durations; and c) prior contract experience including the role the person held for the contract. Provide reference information for two (2) different contracts to

include: the name of the client; a contact person, including title, email address, and phone number; service dates; and a summary of services provided.

This person submitted as the Primary Contract Representative shall be a direct employee of the firm, and would act as the University's primary point of contact.

By submitting this name for consideration under this Section, the Proposer is committing this person to the University for the contract duration if awarded the contract. No personnel changes will be permitted without written authorization from the University via a contract amendment issued by the University's Department of Procurement & Strategic Sourcing.

2.8 Unique Qualifications

Highlight any specific qualifications that would make your firm uniquely qualified to provide security guard services for the South Campus location of the University. Describe any other innovative services you would propose to the University to enhance services to be provided. Provide relevant examples of institutions or other client sites where you have instituted such practices.

2.9 Transition Plan

Provide a transition plan which describes in detail your firm's plan for effectively having a smooth start-up, including items such as recruitment, identification and clearance of personnel, training, orientation, and site-specific information. This plan shall include all on and off-site activities, as well as a list of personnel that will be performing the tasks to include the qualifications, experience, and applicable security guard service industry certifications of the individuals. The completion date for each task and overall timeline shall also be provided.

SECTION III EVALUATION PROCESS

3.1 Evaluation Overview

Proposals must meet the requirements as stated in this document. Proposals that fail to meet one or more of the criteria may be ineligible for award. The University may make any investigations deemed necessary to determine the ability of the firm to provide the work as specified herein.

The solicitation evaluation involves an iterative evaluation process through a number of different phases by an evaluation committee. The initial technical evaluation encompasses the review of the written technical proposal. The second technical evaluation incorporates information from the Interview Session and references. The last phase is the review of the price proposal. All firms will be notified if they do not meet the requirements for a particular phase. The final proposal rating will be based on the second phase technical evaluation and the price proposal evaluation. Technical merit will have a much greater weight than cost.

The University will choose from among the highest rated proposals those proposals which will best serve the interests of the University and the State, in accordance with University procurement policies. The University reserves the right to negotiate or modify any element of the request for proposal evaluation process to secure the best possible arrangement for achieving the stated purpose. The University reserves the right to make an award with or without negotiations. The final decision will not be based upon price alone.

3.2 Initial Technical Evaluation - Technical Proposals

An Initial Technical Evaluation of the Technical Proposals will be conducted by a University Selection and Evaluation Committee.

The Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the evaluation criteria. Proposals are evaluated to determine which proposal is most advantageous to the University. The process involves applying the evaluation criteria in the RFP. Based on the results of the initial technical evaluation, the University will develop a short list of firms that are deemed most qualified to perform the services required under this Contract who will advance in the procurement.

Those proposers not deemed susceptible of the award and not short listed will be advised and will not progress further in the procurement.

3.3 Interview Sessions and Second Technical Evaluation

Upon completion of the evaluation of the written technical proposal, the University will contact short listed proposers to schedule an interview at the University. Only those Proposers who are

shortlisted 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. Each firm will be required to have the Primary Contract Representative identified attend the interview. Proposers are advised to set aside the entire dates on this individual's calendar to avoid any conflicts. At the time these sessions are scheduled, the University will confirm in writing with each Proposer the specifics of these sessions, including the date and time. These sessions will be one-hour in duration.

The Interview Session is an opportunity for the proposing firm to convey their background and expertise as it applies to this contract; and to address their understanding of the structure of services required for this contract. The Interview Session also allows the University to meet the Proposer's key personnel, discuss selected categories of the Proposer's Technical Proposal, and clarify the scope of services for the contract.

Following the Interview sessions, a Second Phase Technical Evaluation will be conducted. In the Second Phase Technical Evaluation, all information provided by the Proposer in both the initial technical proposal and the Interview session will be evaluated. A second shortlist will result from this evaluation.

Upon completion of the second phase technical evaluation, proposers will be notified as to the results; that is, whether their firm is included or not on the second shortlist. Further information may be requested by the University during the technical evaluation process and a Best & Final Technical phase may be conducted.

3.4 Price Proposal

After completion of the Second Technical Evaluation, only Proposers who remain shortlisted based on the second phase technical evaluation will be requested to submit a Price Proposal. The form for the Price Proposal will be provided at the time that firms are shortlisted and scheduled for an Interview.

The price proposal shall be submitted via email to the Box address provided in the Solicitation Schedule above. File names for the documents are to include the RFP number and the Proposer's name.

The Price Proposal Form shall be filled out completely inclusive of applicable attachments. Please note, that no changes, alterations or additions to the Price Proposal Form are permitted. Price Proposals will not be opened publicly. The Price Proposal, if submitted by an individual, shall be signed by the individual; if submitted by a partnership or joint venture, shall be signed by such member or members of the partnership or joint venture as have authority to bind the

partnership or joint venture; if submitted by a corporation, shall be signed by an officer, and witnessed. If the Form is not signed by an officer, a copy of the portion of the by-laws or board resolution, duly certified by the corporate secretary, must be attached that shows the authority of the person that signed on behalf of the corporation.

The University may elect to request Best & Final Price Proposals.

SECTION IV

GENERAL INFORMATION

4.1 Due Date and Time

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.

Price Proposals will only be requested from those proposers who are shortlisted following the second phase technical evaluation per the RFP. 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.

Proposers shall allow sufficient time in submitting responses to the RFP to ensure 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.

4.2 Late Proposals

Any proposal, request for modification, or request 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.

4.3 Multiple/Alternative Proposals

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

4.4 Modifications and Withdrawals of Proposals

Withdrawal of, or modifications to, proposals are effective only if written notice 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.

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

4.5 Pre-Proposal Conference

A Pre-Proposal Conference will be held at the date, time, and location indicated on the Solicitation Schedule. Attendance is not mandatory, but is strongly recommended as

clarifications may be provided. Due to COVID and the need to limit the number of individuals present in a location, the University will schedule a site visit with short-listed firms after the first phase technical evaluation. A site visit will not be held at the same time as the pre-proposal conference.

4.6 Issuing Office

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

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

All questions on this procurement are to be directed via email to the following individuals:

[Rob Johnson: rjohns12@umbc.edu](mailto:rjohns12@umbc.edu)

4.7 Questions, Inquiries, Clarifications, and Addenda

Questions and inquiries shall be submitted to the Issuing Office no later than the date and time indicated in the Solicitation Schedule.

Should a Proposer find discrepancies in the RFP documents, or 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.

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.

4.8 Site Investigation

By submitting a proposal, the Proposer acknowledges that the Proposer has investigated and been satisfied as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, and electric power. Any failure by the Proposer to become acquainted with the available information

will not relieve the Proposer from responsibility for estimating properly the cost of successfully performing the work. The University shall not be responsible for any conclusions or interpretations made by the Proposer of the information made available by the University.

4.9 Right to Reject Proposals and Waive Irregularities

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.

4.10 Cancellation of the RFP

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

4.11 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.

4.12 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 the entire proposal with a proprietary statement.

4.13 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 \$200,000, or more, during a calendar year shall, within 30 days of the time when the \$200,000 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.

4.14 Arrearages

By submitting a response to this solicitation, a firm 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.

4.15 Incurred Expenses

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

4.16 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 proposer's proposal only and shall not include a discussion of a competing proposer'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.

4.17 Maryland Public Ethics Law

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.

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.

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.

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.

4.18 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.

4.19 Payments to Contractors by Electronic Funds Transfer

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.

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:

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

4.20 Minority Business Enterprise Notice

An MBE goal is not established for this procurement. However, State-certified Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation. Minority participation is very important to UMBC and to the State of Maryland.

4.21 Insurance Requirements

The selected Contractor shall defend, indemnify, and save harmless the State of Maryland, the University System of Maryland, the University of Maryland, Baltimore County and each of their officers, employees, and agents, from any and all claims, liability, losses and causes of actions which may arise out of the performance by the Contractor, employees or agents, of the services covered by the contract.

The selected Contractor shall secure, pay the premiums for, and keep in force until the expiration of the term of the contract, including renewals, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under the contract:

- Comprehensive General Liability Insurance including all extensions:
\$2,000,000 each occurrence;
\$2,000,000 personal injury;
\$2,000,000 products/completed operations;
\$2,000,000 general aggregated
- Workers Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland
- Owner's Landlord's and Tenant's and Contractor's bodily injury liability insurance, with limits of not less than \$500,000 for each person and \$2,000,000 for each accident
- Property damage liability insurance with a limit of not less than \$2,000,000 for each accident
- Automobile bodily injury liability insurance with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident, and property damage liability insurance, with a limit of not less and \$2,000,000 for each accident

At the time the contract is made, the Contractor shall provide the University with evidence of payment in full of the above insurance coverage throughout the entire term of this contract. Any renewal term under the contract shall also include evidence of payment in full of the above insurance coverage through the entire term of the renewal.

The Contractor shall furnish the University with a certificate of insurance as evidence of the required coverage. For all insurance, except for worker's compensation, the insurance certificates shall specifically identify the materials and equipment, and shall name the University

of Maryland, Baltimore County, the University System of Maryland, and the State of Maryland as an additional insured.

The Contractor shall not start work under the awarded contract until the Contractor has obtained at its own expense all of the required insurance and the insurance coverage 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.

The Contractor shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers Compensation, in the same manner, including the additional insured requirements as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the University immediately upon request.

Contractor shall be as fully responsible to University of Maryland, Baltimore County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by Contractor.

All required insurance policies 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".

No acceptance 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.

The required insurance coverage 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.

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

RFP NO.: BC-21231-J

RFP FOR: CAMPUS SECURITY GUARD SERVICES

TECHNICAL PROPOSAL DUE DATE: Monday, July 12, 2021 on or before 11:59 p.m.

NAME OF PROPOSER: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Signature _____

Printed Name _____

Title _____

Date _____

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)

ATTACHMENT A

SMALL BUSINESS RESERVE INFORMATION

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

<http://www.dsd.state.md.us/comar/comarhtml/21/21.11.01.06.htm>

<https://gomdsmallbiz.maryland.gov/Pages/sbr-Program.aspx>