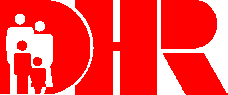
Maryland Logo



***Maryland’s Human Services Agency***

**Department of Human Resources**

**Allegany County Department of Social Services**

INVITATION FOR BIDS (IFB)

SOLICITATION NO. ACDSS/LGA-15-001-S

**Issue Date: April 30, 2014**

**Unarmed Security Guard Services**

**for Allegany County Department of Social Services**

NOTICE

A Prospective Bidder that has received this document from the DHR website ([**http://www.dhr.maryland.gov**](http://www.dhr.maryland.gov)) or [**https://emaryland.buyspeed.com/bso/**](https://emaryland.buyspeed.com/bso/)**,** or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this IFB, should immediately contact the Procurement Officer and provide the Prospective Bidder’s name and mailing address so that addenda to the IFB or other communications can be sent to the Prospective Bidder.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

STATE OF MARYLAND

**NOTICE TO VENDORS**

In order to help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this Contract, please email or fax this completed form to the attention of the Procurement Officer (see the Key Information Sheet below for contact information).

**Title: Unarmed Security guard Services for Allegany County Department of Social Services**

**Solicitation No: ACDSS/LGA-15-001-S**

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:

( ) Other commitments preclude our participation at this time.

( ) The subject of the solicitation is not something we ordinarily provide.

( ) We are inexperienced in the work/commodities required.

( ) Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)

( ) The scope of work is beyond our present capacity.

( ) Doing business with the State of Maryland is simply too complicated. (Explain in REMARKS section.)

( ) We cannot be competitive. (Explain in REMARKS section.)

( ) Time allotted for completion of the Bid/Proposal is insufficient.

( ) Start-up time is insufficient.

( ) Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)

( ) Bid/Proposal requirements (other than specifications) are unreasonable or too risky.

(Explain in REMARKS section.)

( ) MBE or VSBE requirements. (Explain in REMARKS section.)

( ) Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)

( ) Payment schedule too slow.

( ) Other:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.).

REMARKS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Vendor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF MARYLAND

**DEPARTMENT OF HUMAN RESOURCES**

**ALLEGANY COUNTY DEPARTMENT OF SOCIAL SERVICES**

**IFB KEY INFORMATION SUMMARY SHEET**

##### Invitation for Bids: Unarmed Security guard Services for Allegany County Department of Social Services

**Solicitation Number: ACDSS/LGA-15-001-S**

###### IFB Issue Date: April 30, 2014

**IFB Issuing Office: Allegany County Department of Social Services**

**Procurement Officer: Pat Marsch, Procurement Officer**

**Allegany County Department of Social Services**

**One Frederick Street**

**Cumberland, MD 21502**

**Phone: 301-784-7170**

**Fax: 301-784-7243**

**Email: pat.marsch@maryland.gov**

**State Project Manager: Mary Wilson, Assistant Director for Administration**

**Allegany County Department of Social Services**

**One Frederick Street**

**Cumberland, Maryland 21502**

**Phone: 301-784-7172**

**Fax: 301-784-7243**

**Email: maryb.wilson@maryland.gov**

**Bids are to be sent to: Allegany County Department of Social Services**

**One Frederick Street**

**Cumberland, Maryland 21502**

###### Attention: Pat Marsch

**Pre-Bid Conference:** **May 13, 2014; 10:00 AM Local Time**

**Allegany County Department of Social Services; One Frederick Street, Room 240; Cumberland, Maryland 21502**

**Closing Date and Time: May 29, 2014; 3:00 PM Local Time**

**Public Bid Opening:** **June 3, 2014 @ 10:00 AM**

**MBE Subcontracting Goal: 0%**

**VSBE Subcontracting Goal: 0%**

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# SECTION 1 - GENERAL INFORMATION

## 1.1 Summary Statement

* + 1. The Allegany County Department of Social Services (ACDSS), a unit of the Maryland Department of Human Resources (DHR or the Department) is issuing this Invitation for Bids (IFB) to provide uniformed, unarmed security guard services for the ACDSS office facility located at One Frederick Street, Cumberland, Maryland. This Contract will require one uniformed, unarmed guard to be stationed on duty during normal business hours from 7:45 a.m. to 4:45 p.m. on all State Working Days, Monday through Friday and one uniformed, unarmed guard to provide extended hours security as needed for after hours meetings that will be communicated at least 48 hours in advance.
    2. It is the State’s intention to obtain services, as specified in this IFB, from a Contract between the selected Bidder and the State. The anticipated duration of services to be provided under this Contract is one year. See Section 1.4 for more information.
    3. The Department intends to make a single award as a result of this IFB.
    4. Bidders, either directly or through their subcontractor(s), shall be able to provide all services and meet all of the requirements requested in this solicitation and the successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

## 1.2 Abbreviations and Definitions

For purposes of this IFB, the following abbreviations or terms have the meanings indicated below:

1. **ACDSS** – Allegany County Department of Social Services, a unit of the Department established or designated by Allegany County government pursuant to Human Services, Title 8, Subtitle 3, to ensure the implementation of a local, interagency service delivery system for children, youth, and families.
2. **As-Needed Services –** Request for uniformed, unarmed security guard services that are not a part of the regular schedule, as set forth in the current operation plan, where ACDSS has provided at least forty-eight (48) hours notice. These Services are provided between 4:45 p.m. and 8 p.m., Monday through Friday.
3. **Bid –** A statement of price offered by a Bidder in response to an IFB.
4. **Bidder** – An entity that submits a Bid in response to this IFB.
5. **Business Day(s)** – The official Working Days of the week to include Monday through Friday. Official Working Days exclude State Holidays (see definition of “Normal State Business Hours” below**)**.
6. **COMAR** – Code of Maryland Regulations available on-line at [www.dsd.state.md.us](http://www.dsd.state.md.us).
7. **Contract** – The Contract awarded to the successful Bidder pursuant to this IFB. The Contract will be in the form of **Attachment A**.
8. **Contract Commencement** - The date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. See Section 1.4.
9. **State Project Manager**  – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope.
10. **Contractor** – The selected Bidder that is awarded a Contract by the State.
11. **Department** **or DHR** – Maryland Department of Human Resources.
12. **DHR Contract Administrator** - The DHR Contract Administrator for this project is Rosa Uddeme, DHR Police Colonel. The DHR Contract Administrator will work directly with the Contractor; and will also monitor the vendor’s performance under this Contract. The DHR Contract Administrator will coordinate with the State Project Manager on the assignment and supervision of guards assigned under this Contract.
13. **eMM** – eMaryland Marketplace (see IFB Section 1.8).
14. **Emergency Service –** Uniformed unarmed security guard services that are requested by ACDSS with less than twenty-four (24) hours notice. These Services are provided between 4:45 p.m. and 6:45 p.m., Monday through Friday.
15. **FOB –** A proximity device used in conjunction with secured door locks for access into secured work areas.
16. **Go-Live Date** – The date when the Contractor shall begin providing all services required by this solicitation. See Section 1.4.
17. **Incident Report –** The report required to be filed to document events or conditions on the ACDSS property that represent a security concern or follow the occurrence of a sudden and/or unanticipated event that results in injury, property damage, or any other circumstance requiring ACDSS management notification.
18. **Invitation for Bids (IFB)** – This Invitation for Bids solicitation issued by the Department of Human Resources, Solicitation Number ACDSS/LGA/15-001-S dated April 29, 2014, including any addenda.
19. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
20. **Maryland Occupational Safety and Health (MOSH)- A State agency, patterned after OSHA, that seeks** to improve the safety and health of Maryland's working men and women by setting and enforcing standards; providing training, outreach, and education; establishing partnerships; and encouraging continual process improvement in workplace safety and health.
21. **Minority Business Enterprise (MBE)** – Any legal entity certified as defined at COMAR 21.01.02.01B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
22. **Most Favorable –** A bid received from a responsible bidder that is the lowest bid price or lowest evaluated bid price or the bid or evaluated bid that yields the greatest revenue for the State under a revenue-producing procurement contract subject to this title.
23. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) – keyword: State Holidays.
24. **Notice to Proceed (NTP)** – A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date.  The start date listed in the NTP is the Go Live Date, and is the official start date of the Contract for the actual delivery of services as described in this solicitation.  After Contract Commencement, additional NTPs may be issued by either the Procurement Officer or the State Project Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
25. **Occupational Safety and Health Administration (OSHA)- A Federal agency that aims** to assure safe and healthful working conditions for working men and women by setting and enforcing standards and by providing training, outreach, education and assistance.
26. **Procurement Officer** – The State representative for the resulting Contract. The Procurement Officer is responsible for the Contract and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
27. **Relief –** A guard assigned to cover an authorized break, sick leave or vacation of a guard who is regularly assigned to ACDSS.
28. **Responsible –** Description of a company that has the capability in all respects to perform fully the contract requirements, and the integrity and reliability that shall assure good faith performance.
29. **Responsive –** Description of a bid submitted in response to this IFB that conforms in all material respects to the requirements contained in the IFB.
30. **Standard Operating Procedure (SOP) –** Written procedures, policies and guidelines used by the Contractor in day-to-day operations that will be provided by ACDSS.
31. **State** – The State of Maryland.
32. **Total Bid Price** - The Bidder’s total price for services in response to this solicitation, included in the Bid in Attachment F – Bid Form, and used in determining the recommended awardee (see IFB Section 1.15).
33. **Veteran-owned Small Business Enterprise (VSBE) –** a business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
34. **Working Day(s)** – Same as “Business Day(s).”

## 1.3 Contract Type

The Contract resulting from this solicitation shall be a firm fixed price, fixed price Contract, as defined in COMAR 21.06.03.02.A (1).

## 1.4 Contract Duration

1.4.1 The Contract that results from this solicitation shall commence as of the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required (“Contract Commencement”).

1.4.2 As of the Go-Live Date contained in a NTP (see Section 1.2 definition), the Contractor shall perform all activities required by the Contract, including the requirements of this solicitation for the compensation described in its Bid.

1.4.3 The duration of the Contract will be for the period of time from Contract Commencement to the Go-Live Date (the Start-Up Period as described in Section 1.4.2) plus one year from the Go-Live Date for the provision of all services required by the Contract and the requirements of this solicitation.

1.4.4 The Contractor’s obligations to pay invoices to subcontractors that provided services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract (see Attachment A) shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.

## 1.5 Procurement Officer

The sole point of contact in the State for purposes of this solicitation prior to the award of any Contract is the Procurement Officer at the address listed below:

Pat Marsch, Procurement Officer

Allegany County Department of Social Services

One Frederick Street

Cumberland, MD 21502

Phone: 301-784-7170

Fax: 301-784-7243

Email: [**pat.marsch@maryland.gov**](mailto:pat.marsch@maryland.gov)

The Department may change the Procurement Officer at any time by written notice.

## 1.6 State Project Manager

The State Project Manager is:

Mary Wilson, Assistant Director for Administration

Allegany County Department of Social Services

One Frederick Street

Cumberland, Maryland 21502

Phone: 301-784-7172

Fax: 301-784-7243

Email: [**maryb.wilson@maryland.gov**](mailto:maryb.wilson@maryland.gov)

The Department may change the State Project Manager at any time by written notice.

## 1.7 Pre-Bid Conference

A Pre-Bid Conference (the Conference) will be held on **Tuesday May 13, 2014**, beginning at **10:00 AM** Local Time, at the Allegany County Department of Social Services office building located at One Frederick Street, Room 240, Cumberland, MD 21502. All prospective Bidders are encouraged to attend in order to facilitate better preparation of their Bids.

The Conference will be summarized. As promptly as is feasible subsequent to the Conference, a summary of the Conference and all questions and answers known at that time will be distributed to all prospective Bidders known to have received a copy of this IFB. This summary, as well as the questions and answers, will also be posted on eMM. See IFB Section 1.8.

In order to assure adequate seating and other accommodations at the Conference, please e-mail, mail, or fax to (301) 784-7243 the Pre-Bid Conference Response Form to the attention of the Procurement Officer no later than **3:00 PM** Local Time on **May 7, 2014**. The Pre-Bid Conference Response Form is included as **Attachment E** to this IFB. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the Procurement Officer no later than **May 7, 2014**. The Department will make a reasonable effort to provide such special accommodation.

A site visit is suggested for prospective Bidders to assist in responding to this IFB. A site visit has been pre-scheduled for **May 13. 2014**, beginning at **9:00 AM** Local Time, at the Allegany County Department of Social Services office building located at One Frederick Street, Room 240, Cumberland, MD 21502. All prospective Bidders are encouraged to attend in order to facilitate better preparation of their Bids.

## 1.8 eMarylandMarketplace

Each Bidder is requested to indicate its eMaryland Marketplace (eMM) vendor number in the Transmittal Letter (cover letter) submitted at the time of its Bid submission to this IFB.

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DHR website ([**http://www.dhr.maryland.gov**](http://www.dhr.maryland.gov)) and possibly other means for transmitting the IFB and associated materials, the solicitation and summary of the Pre-Bid Conference, Bidder questions and the Procurement Officer’s responses, addenda, and other solicitation-related information will be provided via eMM.

In order to receive a contract award, a vendor shall be registered on eMM. Registration is free. Go to [**https://emaryland.buyspeed.com/bso/login.jsp**](https://emaryland.buyspeed.com/bso/login.jsp), click on “Register” to begin the process, and then follow the prompts.

## 1.9 Questions

Written questions from prospective Bidders will be accepted by the Procurement Officer prior to the Conference. If possible and appropriate, such questions will be answered at the Conference. (No substantive question will be answered prior to the Conference.) Questions to the Procurement Officer shall be submitted via e-mail to the following e-mail address: [**pat.marsch@maryland.gov**](mailto:pat.marsch@maryland.gov). Please identify in the subject line the Solicitation Number and Title. Questions, both oral and written, will also be accepted from prospective Bidders attending the Conference. If possible and appropriate, these questions will be answered at the Conference.

Questions will also be accepted subsequent to the Conference and should be submitted to the Procurement Officer (**see above email address**) in a timely manner prior to the Bid due date. Questions are requested to be submitted at least five (5) days prior to the Bid due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Bid due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors that are known to have received a copy of the IFB in sufficient time for the answer to be taken into consideration in the Bid.

## 1.10 Procurement Method

This Contract will be awarded in accordance with the Competitive Sealed Bidding method under COMAR 21.05.02.

## 1.11 Bids Due (Closing) Date and Time

Bids, in the number and form set forth in Section 4.4 “Required Bid Submissions,” shall be received by the Procurement Officer at the address listed on the Key Information Summary Sheet, no later than **3:00 PM** Local Time on **Thursday May 29, 2014** in order to be considered.

Requests for extension of this time or date will not be granted. Bidders mailing Bids should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, Bids received after the due date and time listed in this section will not be considered.

Bids may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set for the opening.

**Bids may not be submitted by e-mail or facsimile.**

Vendors not responding to this solicitation are requested to submit the “Notice to Vendors” form, which includes company information and the reason for not responding(e.g., too busy, cannot meet mandatory requirements, etc.). This form is located in the IFB immediately following the Title Page (page ii).

## 1.12 Multiple or Alternate Bids

Multiple and/or alternate Bids will not be accepted.

## Receipt, Opening and Recording of Bids

1.13.1 Receipt. Upon receipt, each Bid and any timely modification(s) to a Bid shall be stored in a secure place until the time and date set for bid opening. Before Bid opening, the State may not disclose the identity of any Bidder.

* + 1. Opening and Recording. Bids and timely modifications to Bids shall be opened publicly, at the time, date and place designated in the IFB. The name of each Bidder, the total Bid price, and such other information as is deemed appropriate shall be read aloud or otherwise made available.
    2. The Bid Opening shall be **Tuesday June 3, 2014 at 10:00 AM** at Allegany County Department of Social Services; One Frederick Street, Room 240, Cumberland, MD 21502.

## 1.14 Confidentiality of Bids

The Bids shall be tabulated or a Bid abstract made. The opened Bids shall be available for public inspection at a reasonable time after Bid opening, but in any case before contract award, except to the extent the Bidder designates trade secrets or other proprietary data to be confidential as set forth in this solicitation. Material so designated as confidential shall accompany the Bid and shall be readily separable from the Bid in order to facilitate public inspection of the non-confidential portion of the Bid, including the Total Bid Price.

For requests for information made under the Public Information Act (PIA), the Procurement Officer shall examine the Bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. Nondisclosure is permissible only if approved by the Office of the Attorney General.

## 1.15 Award Basis

The Contract shall be awarded to the responsible Bidder submitting a responsive Bid with the most favorable Total Bid Price (as referenced in COMAR 21.05.02.13) for providing the goods and services as specified in this IFB. The most favorable Total Bid Price will be the lowest price total on **Attachment F** - Bid Form.

## 1.16 Tie Bids

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

## 1.17 Duration of Bid

Bids submitted in response to this IFB are irrevocable for 120 days following the closing date of the Bids. This period may be extended at the Procurement Officer’s request only with the Bidder’s written agreement.

## 1.18 Revisions to the IFB

If it becomes necessary to revise this IFB before the due date for Bids, the Department shall endeavor to provide addenda to all prospective Bidders that were sent this IFB or which are otherwise known by the Procurement Officer to have obtained this IFB. In addition, addenda to the IFB will be posted on the Department’s procurement web page and through eMM. It remains the responsibility of all prospective Bidders to check all applicable websites for any addenda issued prior to the submission of Bids.

Acknowledgment of the receipt of all addenda to this IFB issued before the Bid due date shall be included in the Transmittal Letter accompanying the Bidder’s Bid. Failure to acknowledge receipt of an addendum does not relieve the Bidder from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Bid to be rejected as being non-responsive to the requirements of the IFB.

## 1.19 Cancellations

The State reserves the right to cancel this IFB, or accept or reject any and all Bids, in whole or in part, received in response to this IFB.

## 1.20 Incurred Expenses

The State will not be responsible for any costs incurred by any Bidder in preparing and submitting a Bid or in performing any other activities related to submitting a Bid in response to this solicitation.

## 1.21 Protest/Disputes

Any protest or dispute related, respectively, to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

## 1.22 Bidder Responsibilities

The selected Bidder shall be responsible for rendering services for which it has been selected as required by this IFB. All subcontractors shall be identified and a complete description of their role relative to the Bid shall be included in the Bidder’s Bid. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) of this IFB (see Section 1.33 “Minority Business Enterprise Goals” and Section 1.41 “Veteran-Owned Small Business Enterprise Goals.”).

If a Bidder that seeks to perform or provide the services required by this IFB is the subsidiary of another entity, all information submitted by the Bidder, such as but not limited to, references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder’s Bid shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

## 1.23 Substitution of Personnel

If the solicitation requires that a particular individual or personnel be designated by the Bidder to work on the Contract, any substitution of personnel after the Contract has commenced shall be approved in writing by the State Project Manager prior to the substitution. If the Contractor substitutes personnel without the prior written approval of the State Project Manager, the Contract may be terminated for default which shall be in addition to, and not in lieu of, the State’s remedies under the Contract or which otherwise may be available at law or in equity.

## 1.24 Mandatory Contractual Terms

By submitting a Bid in response to this IFB, a Bidder, if selected for award, shall be deemed to have accepted the terms and conditions of this IFB and the Contract, attached herein as **Attachment A**. Any exceptions to this IFB or the Contract be raised prior to Bid submission. **Changes to the solicitation, including the Bid Form or Contract, made by the Bidder may result in Bid rejection.**

## 1.25 Bid/Proposal Affidavit

A Bid submitted by a Bidder shall be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as **Attachment B** of this IFB.

## 1.26 Contract Affidavit

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete a Contract Affidavit. A copy of this Affidavit is included as **Attachment C** of this IFB. This Affidavit shall be provided within five (5) Business Days of notification of proposed Contract award. This Contract Affidavit will also be required to be completed by the Contractor prior to any Contract renewals, including the exercise of any options or modifications that may extend the Contract term.

## 1.27 Compliance with Laws/Arrearages

By submitting a Bid in response to this IFB, the Bidder, if selected for award, agrees that it will comply with all Federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Bidder represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for Contract award.

## 1.28 Verification of Registration and Tax Payment

Before a business entity can do business in the State it shall be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The SDAT website is <http://www.dat.state.md.us/sdatweb/services.html>.

It is strongly recommended that any potential Bidder complete registration prior to the due date for receipt of Bids. A Bidder’s failure to complete registration with SDAT may disqualify an otherwise successful Bidder from final consideration and recommendation for Contract award.

## 1.29 False Statements

Bidders are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

1.29.1 In connection with a procurement contract a person may not willfully:

(a) Falsify, conceal, or suppress a material fact by any scheme or device;

(b) Make a false or fraudulent statement or representation of a material fact; or

(c) Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

1.29.2 A person may not aid or conspire with another person to commit an act under subsection (1) of this section.

1.29.3 A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding $20,000 or imprisonment not exceeding five years or both.

## 1.30 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller’s Office grants an exemption. Payment by EFT is mandatory for contracts exceeding $100,000. The selected Bidder/Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption shall be submitted to the State Comptroller’s Office for approval at the address specified on the COT/GAD X-10 form, shall include the business identification information as stated on the form, and shall include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller’s website at: <http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf>

## 1.31 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor’s Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract, Section 31 “Prompt Payment” (see **Attachment A**). Additional information is available on GOMA’s website at: <http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf>.

## 1.32 Electronic Procurements Authorized

A. Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.

B. Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Bidder/Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or the Contract.

C. “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bso/>), and electronic data interchange.

D. In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.30 “Payments by Electronic Funds Transfer”) and subject to the exclusions noted in section E of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:

1. The Procurement Officer may conduct the procurement using eMM, e-mail, or facsimile to issue:

(a) the solicitation (e.g., the IFB);

(b) any amendments;

(c) pre-Bid conference documents;

(d) questions and responses;

(e) communications regarding the solicitation or Bid to any Bidder or potential Bidder;

(f) notices of award selection or non-selection; and

(g) the Procurement Officer’s decision on any Bid protest or Contract claim.

1. A Bidder or potential Bidder may use e-mail or facsimile to:
2. ask questions regarding the solicitation;
3. reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer’s request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
4. submit a "No Bid Response" to the solicitation.
5. The Procurement Officer, the State Project Manager, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section E of this subsection utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or State Project Manager.

E. The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:

1. submission of initial Bids;

2. filing of Bid Protests;

3. filing of Contract Claims;

4. submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications, etc.); or

5. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder be provided in writing or hard copy.

F. Any facsimile or e-mail transmission is only authorized to the facsimile numbers or e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or State Project Manager.

## 1.33 Minority Business Enterprise Goal and Subgoals

There is no MBE subcontractor participation goal for this procurement.

## 1.34 Living Wage Requirements

A solicitation for services under a State contract valued at $100,000 or more may be subject to Md. Code Ann., State Finance and Procurement Article, Title18. Additional information regarding the State’s living wage requirement is contained in **Attachment G**. Bidders/Offerors shall complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment G-1**) with their Bid/Proposal. If a Bidder/Offeror fails to complete and submit the required documentation, the State may determine a Bidder/Offeror to be not responsible under State law.

Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George’s, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located.

The Contract resulting from this solicitation will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Bidder/Offeror shall identify in its Bid/Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.

* If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
* If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.
* If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, this Contract will be determined to be a Tier 2 Contract.

Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.

**NOTE: Whereas the Living Wage may change annually, the Contract price may not be changed because of a Living Wage change.**

## 1.35 Federal Funding Acknowledgement

This Contract does not contain Federal funds.

## 1.36 Conflict of Interest Affidavit and Disclosure

Bidders shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment I**) and submit it with their Bid. All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Contractor’s personnel who perform or control work under this Contract and each of the participating subcontractor personnel who perform or control work under this Contract shall be required to complete agreements substantially similar to **Attachment I** Conflict of Interest Affidavit and Disclosure. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

## 1.37 Non-Disclosure Agreement

All Bidders are advised that this solicitation and any resultant Contract are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment J**. This Agreement shall be provided within five (5) Business Days of notification of proposed Contract award; however, to expedite processing, it is suggested that this document be completed and submitted with the Bid.

## 1.38 HIPAA - Business Associate Agreement

A HIPAA Business Associate Agreement is not required for this procurement.

## 1.39 Nonvisual Access

This solicitation does not contain Information Technology (IT) provisions requiring Nonvisual Access.

## 1.40 Mercury and Products That Contain Mercury

This solicitation does not include the procurement of products known to likely include mercury as a component.

## 1.41 Veteran-Owned Small Business Enterprise Goals

There is no Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal for this procurement.

## 1.42 Location of the Performance of Services Disclosure

This solicitation does not require a Location of the Performance of Services Disclosure.

## 1.43 Department of Human Resources (DHR) Hiring Agreement

This solicitation does not require a DHR Hiring Agreement.

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# SECTION 2 – MINIMUM QUALIFICATIONS

## 2.1 Bidder Minimum Qualifications

The Bidder shall provide proof with its Bid that the following Minimum Qualifications have been met:

2.1.1 The Bidder shall have no less than two years’ experience in providing uniformed unarmed guard services. The experience shall have been gained within the past five years. The experience of officials gained prior to the formation of a corporation or other business entity will be considered when evaluating responsibility As proof of meeting this requirement, the Bidder shall provide with its Bid three (3) business reference letters to support the Bid.Reference letters shall be from within the past 3 years. Reference letters shall be submitted by the reference source directly to the Bidder in separately sealed envelopes for inclusion with the Bid. With each reference, Bidders shall list details on the amount of guards and coverage provided (24 hour, 8 hour, etc.).

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# SECTION 3 – SCOPE OF WORK

## 3.1 Background and Purpose

ACDSS is a local unit of the Department and serves as the primary source of assistance for people in need by providing public assistance programs and aiding families and children in crises. In addition to providing financial assistance programs, ACDSS investigates allegations of child/adult abuse and neglect, provides preventive services, and provides child support payment and enforcement programs to the residents of Allegany County. These citizens frequently visit the ACDSS facility, sometimes distraught and desperate upon arrival, in order to obtain services or assistance from ACDSS employees. Given this, ACDSS prioritizes the security of its employees and office building.

The office building is a four level structure located at 1 Frederick Street, Cumberland, Maryland, 21502. Services to customers are primarily provided on the second floor, but meetings that involve community members, State officials, and county citizens also occur on site and can be held on any of the four floors. The facility houses approximately 166 staff members. Normal ACDSS hours of operation are Monday through Friday from 8:00 a.m. to 4:30 p.m., but ACDSS seeks one guard to work Monday through Friday from 7:45 a.m. to 4:45 p.m. However, guards may have to provide As-Needed or Emergency Services. ACDSS typically requests As-Needed Services twice a month and Emergency Services once a month; however, the frequency is subject to change.

## 3.2 Scope of Work - Requirements

The Contractor shall demonstrate sufficient staff availability and organizational abilities to provide consistent and continuous services as required in these specifications and in Exhibit 2 (Security Guard General Orders):

1. **Standards and Qualifications of guards**

The Contractor shall ensure that each and every guard assigned under this Contract:

1. Is certified as either a security guard or police officer under the laws of the State prior to performing any duties under the Contract, unless one of two exceptions is met:
   1. The Contractor has submitted the application, fingerprint cards, and records fee for the individual’s certifications, and the Secretary of State Police has not disapproved the application; or
   2. The guard is currently certified by the Maryland Police and Corrections Training Commission as a police officer.
2. Is properly trained prior to performing any duties required under the Contract;
3. Is at least twenty-one (21) years of age;
4. Has a high school diploma or equivalent, with at least two (2) years of experience in security/law enforcement work;
5. Is able to speak, read, and write English in a clear and concise manner;
6. Is able to read, understand, and apply printed rules and directions;
7. Has the ability to meet and deal positively and courteously with the general public;
8. Is in good general health and able to stand and/or walk for an entire shift;
9. Can climb stairs, run and lift objects weighing up to fifty (50) pounds;
10. Maintains a current First-Aid Certification, and can show their certification card upon request;
11. Is certified for CPR by the American Red Cross or the American Heart Association or other recognized certifying body;
12. Exhibits and maintains poise and self control;
13. Is capable of self defense;
14. Is adequately trained to perform the duties listed in Section 3.2 D;
15. Has a working knowledge of walk-through metal detectors and hand held scanners;
16. Has no criminal record and is not on probation;
17. Has not been convicted or charged with any form of domestic violence.

**NOTE:** **Any type of military service may be credited toward meeting the two (2) year experience requirement in either law/security work, as long as the Contractor provides the State Project Manager with proper back-up paperwork prior to the guard beginning work under the Contract.**

1. **Qualifications Verification**

On the first day of the Contract, the Contractor shall submit copies of the following documents to the State Project Manager or designee, for any guard assigned to ACDSS:

* 1. Guard’s certification card and, if the security guard’s certification card does not contain a photograph of the guard, some other form of photo identification (such as a driver’s license);
  2. Guard’s high school diploma or equivalency certificate;
  3. Guard’s resume that reflects two (2) years of experience in security/law enforcement;
  4. Guard’s Current First Aid certification card;
  5. Guard’s CPR certification card;
  6. Guard’s background check from State and Federal Authorities if available, or evidence of request; and
  7. Guard’s completed MS100 Form or equivalent employment application.

1. **Training**

The Contractor shall provide adequate training for security guards prior to assigning a guard to the Contract. Each guard shall meet the following training requirements, and the Contractor shall submit to the DHR Contract Administrator and the State Project Manager or designee **written evidence** that each employee assigned to ACDSS has been trained and certified as specified in this section within five (5) Business Days of completing the training.

The Contractor shall:

* + 1. Be responsible for arranging and providing all necessary or required job-related training and training facilities, on an ongoing and consistent basis, for the term of the Contract, at no additional cost to ACDSS. Training shall include the following subjects:
       1. Conduct while on duty;
       2. Appearance;
       3. Equipment such as, but not limited to, walk through metal detectors & metal wands;
       4. Performing inspections of persons and property (such as bags);
       5. Public Relations;
       6. Taking notes and notifying authorities;
       7. Report writing;
       8. Two way radio procedures;
       9. Log reports and incident forms preparation;
       10. Found property procedures;
       11. Communication – telephone, verbal, written;
       12. Interview technique;
       13. Preservation of evidence;
       14. Observation, intervention and/or escort techniques;
       15. Detention, employee authority and incident handling;
       16. Use of force;
       17. Legal restriction on search and seizure;
       18. Response to crime in progress;
       19. Court preparation, appearance and attitude;
       20. Bomb threats and bomb searches;
       21. Handling mentally disturbed persons;
       22. Escort duties and functions;
       23. Handling demonstrations & rallies;
       24. Terrorism and hostage situations;
       25. Civil disturbances;
       26. Emergency weather conditions;
       27. Vandalism;
       28. Arson;
       29. Burglary, larceny, robbery;
       30. Crime prevention;
       31. Drugs and alcohol;
       32. Fire and Safety equipment;
       33. Elevators, proximity doors, and alarms;
       34. First Aid; and
       35. State rules & regulations.
    2. Ensure that all formal training required is administered by persons who are certified as being qualified to instruct or teach the required subjects or topics. Certification shall be in the form of a certificate issued by an accredited institution, or by documentation that the person instructing has sufficient experience in/with the subject to be able to instruct in an authoritative, practical and current manner.
    3. If training sessions are held during the week, assign a replacement guard to ACDSS during these training sessions at no additional cost to ACDSS.
    4. Within five (5) Working Days after the completion of training, submit a written report of the completion of training sessions and resulting test scores to the State Project Manager. Failure to submit documentation of completed training as required will result in the removal of the guard from the project until the documentation has been submitted. The Contractor shall also provide this documentation upon request of the DHR Contract Administrator and/or State Project Manager or designee, within five (5) Working Days.
    5. Authorize the DHR Contract Administrator and/or the State Project Manager to inspect, monitor and evaluate the conduct of all training procedures.

**NOTE: Following the completion of training but before the guard begins working under the Contract, the State Project Manager and the Contractor will arrange a day/time for the guard to receive an initial orientation of ACDSS. The orientation will occur prior to the guard including basic information such as a building tour, location of fire and safety equipment, orientation of ACDSS programs, etc.**

1. **Guard Duties**

Guard duties to be provided shall include, but are not limited to, the following:

1. Daily locking and unlocking of ACDSS’s public, front door.
2. Operating and enforcing a system of security checkpoints to all visitors at the entrance doors of ACDSS, to include the operation of a walk through metal detector system, hand-held metal detector wand (see Exhibit 2 for Operating Instructions), checking of handbags, packages, etc. State employees are not subject to the security checkpoint procedures as long as they display their ID badges and enter through the main ACDSS entrance.
3. Only admitting authorized personnel and visitors to ACDSS’s restricted access areas.
4. Making building inspection rounds at least once at the beginning of the guard’s shift, once in the middle of the shift, and once before the end of the shift, to check for fires, unauthorized persons, mechanical system alarms, secured doors, unnecessary lights, and other things as specified by the State Project Manager or designee. The guard shall perform building rounds when entrance traffic at ACDSS is reduced. Prior to beginning rounds, the guard shall notify ACDSS’s administrative staff or reception staff. These staffers will cover the entrance while the guard performs rounds.
5. Assuring that no unauthorized person is in the building during the first and last inspection rounds. If ACDSS customers are still in the building at the end of the guard’s shift, the guard shall remain until the last customer has left ACDSS.
6. Logging in all visitors by name, purpose of visit, name of employee whom they are visiting, and issue the visitor a temporary badge for the date of the visit. The individual being visited shall be notified of the visitor’s presence and instructed to escort the visitor to their destination.
7. Ensuring that customers are seated in the Reception and Waiting Areas in a quiet and orderly manner while waiting to be attended.
8. If necessary, informing parents or guardians that, for safety reasons, children are not permitted to run around the building or waiting area. The guard shall report continued problems to the State Project Manager or his/her designee.
9. Directing service and delivery personnel to the appropriate building area.
10. Escorting staff, visitors and customers to and from cars in the parking lot, located adjacent to the facility after dark, when requested or appropriate.
11. Patrolling the grounds and the State vehicle parking area to prevent vandalism to property.
12. Guarding premises against fire, theft, malicious injury, damage and destruction.
13. Investigating unusual or suspicious conditions.
14. Participating and assisting in scheduled emergency evacuations and fire drills in accordance with the ACDSS evacuation plan.
15. In the absence of the State Project Manager or designee, the ACDSS Director or Assistant Directors, or a designated "in-charge" Administrative Staff person, notifying: the City of Cumberland Police in case of theft, vandalism or unauthorized entry; notifying the Fire Department in case of fire; and either the Police of the Fire Department, as necessary, regarding any other situation that may present a safety hazard to ACDSS’s facility, employees, or customers.
16. Reporting any contacts with the Police or Fire Department, unusual occurrences and/or incidents that happen during the course of duty, or unsafe and/or dangerous conditions to the State Project Manager or designee. The guard shall first report the incident verbally, as soon as possible following the incident. Following the verbal notification the guard will write the information in the guard’s log book (see Section 3.2(H)) and complete a DHR Incident Report (**Exhibit 1**). The guard shall provide a DHR Incident Report (**Exhibit 1)** to the State Project Manager and the DHR Contract Administrator by the business day following the occurrence of the incident, via fax or email.
17. If and when necessary, informing all employees, customers and visitors of the State's No Smoking Regulations**,** as per the Governor's Executive Order of 1992.
18. **Rules, Regulations, and Procedures for guards**

Any guard assigned to the Contract shall:

1. Show politeness and courtesy to visitors and ACDSS employees at all times.
2. Not have conversations with customers regarding services provided or not provided to the customer by ACDSS.
3. Not give information to customers relating to ACDSS employees.
4. Not fraternize with customers, staff or other guards while on duty.
5. Not allow individuals to congregate at the security desk.
6. Not permit customers to sit at the security desk.
7. Not bring their children to work or supervise them during their shift.
8. Not have visitors during their shift.
9. Not make personal telephone calls unless under extreme emergency situations.
10. Not eat, drink, smoke or chew tobacco while on duty.
11. Not be under the influence of alcohol or drugs (ground for immediate termination)
12. Not sleep at their post while on duty.
13. Not offer/give candy, gum or food to children.
14. Man the security desk during duty hours except when completing inspection rounds, or when on lunch break.
15. Stagger their lunch breaks to prevent predictable routines.
16. Remain onsite at ACDSS during their lunch breaks.
17. Be available by two-way radio during onsite lunch breaks and shall report as-needed for security purposes.
18. Not leave ACDSS unattended. The guard shall notify the State Project Manager if he/she has to leave the ACDSS while on duty before a replacement has arrived.
19. Observe that all staff visibly displays an appropriate identification badge while in the building. If not visible, the guard shall attempt to identify the individual and courteously remind him/her to visibly display this item, and note occurrence on the daily log (see Section H—guard Logs).
20. Provide Emergency Services if a customer’s interview has not ended by 4:30 p.m. In the event that Emergency Services are needed, an ACDSS employee will advise the guard prior to the end of the guard’s shift. If there is no advance notice or the Contractor receives less than twenty-four (24) hours’ notice, the guard shall notify the State Project Manager or his/her designee for verbal authorization to work the emergency security. Written authorization shall be documented within 24 hours of the Emergency Services.
21. Provide As-Needed Services. The guard shall be given 48 hours notice if As-Needed Services are necessary for a scheduled after-hours meeting with a customer and/or family. The forty-eight (48) hours’ notice will be given by the employee conducting the meeting. The guard shall inform the State Project Manager and the Contractor of all As-Needed Services duty. The State Project Manager or his/her designee will authorize in writing all As-Needed Services requests prior to the start of the As-Needed Services.
22. Make no arrests or detention without express written instructions or consent of the ACDSS Director, the State Project Manager, or their designated representatives.
23. Not sign a complaint on behalf of any State agency or one of its employees.
24. Not carry any weapons such as knives, mace or firearms.
25. Not use force except to defend themselves or others when in immediate danger.
26. Not confront individuals involved in suspicious illegal activity, but immediately report the activity to the local authorities as appropriate.
27. Comply with written or verbal instructions received from the ACDSS Assistant Director for Administrative Services or designee.
28. Not confiscate any money inadvertently left in the ACDSS facility or on the grounds.
29. Not allow any form of solicitation on State property.
30. Shall not make, other than logging and incident reporting, verbal or written statements regarding incidents, situations or circumstances at the ACDSS facility without the express approval of the State Project Manager.
31. Not engage in any unauthorized investigation or detective work.
32. Not surrender keys and/or security card(s) to any unauthorized individual without the prior approval of the State Project Manager or his/her representative.
33. Not remove keys, supplies, furniture or equipment from the ACDSS facilities.
34. Not disclose PINs, elevator codes, door cipher codes, or other such security codes of the ACDSS.
35. Upon arriving at work, sign-in at the designated area of the facility, and sign out at the end of the shift and staggered lunch periods as well.
36. Not turn equipment on or off except as authorized and instructed.
37. **Guard Equipment**
38. The Contractor shall issue and pay for the equipment listed below. While on duty, all guards shall wear and/or use the following equipment:
    1. Uniform (see Section 3.2 G)
    2. Flashlights and all replacement batteries; and
    3. Other equipment as may be agreed upon as part of the terms of this Contract.
39. The Contractor shall replace any equipment that is damaged and/or inoperable due to misuse and/or stolen due to the guard’s neglect to store equipment properly in a locked area.

**NOTE: ACDSS shall provide: a two-way radio (kept in the guard’s possession at all times while on duty); the building key FOB (kept in the guard’s possession at all times; returned to ACDSS when guard’s employment or the Contract ends); and the security codes for cipher locks and elevator usage.**

1. **Guard Appearance and Uniforms**
2. Guards shall be clean and properly groomed with an acceptable haircut, similar to police department standards, with any facial hair neatly trimmed and hair pulled away from the face.
3. Guards shall arrive ready for duty completely outfitted in the Contractor’s uniform. The uniform shall:
   1. Comply with OSHA, MOSH, and other local, state, and federal statutes and requirements;
   2. Properly fit the guard and shall be clean and pressed; and
   3. Include name tags that shall be worn on the outer garment and be easily visible.
4. At a minimum, the Contractor shall provide guards with the following clothing/uniform items:
   1. 3 Pair of Uniform Pants;
   2. 3 Short-Sleeved Uniform Shirts;
   3. 3 Long-Sleeved Uniform Shirts; and
   4. 1 Outer Garment (Winter Coat or Spring Jacket).
5. Guard shoes shall be black and in good condition and polished.
6. The Contractor shall pay for the cost, maintenance, and upkeep of uniforms and cannot pass those costs to the employee (as a deduction from wages) unless the employee has expressly agreed to the deduction in writing in accordance with the Labor and Employment Article, § 3-503, Annotated Code of Maryland.

1. **Guard Logs**
2. The Contractor shall provide a log book in the form of a ledger for daily shift entries of all activities and special notes. The log book format shall meet the approval of the State Project Manager. This log book will be reviewed weekly by the State Project Manager or designee and the guard’s supervisor, and signed or initialed by both.
3. All guards shall sign in and out of the logbook. At the beginning of each shift, all guards shall prepare the log by assigning that day’s date and printing and signing their name.
4. Guards shall report all incidents in this log (see Section 3.2 D(16)).
5. All entries in the guards’ log shall be printed or written legibly. Any falsification of information written or printed in the log is grounds for denying payment to the Contractor, and/or possible termination of the Contract.
6. At the conclusion of each shift, guards shall leave the log at their assigned desk for review by the State Project Manager or designee.
7. The guard and Contractor shall be available to attend logbook review meetings. These meetings will be scheduled at the discretion of the DHR Contract Administrator or State Project Manager or their designees.
8. **Assignment of guards**

The Contractor shall:

1. Assign a shift schedule to the guard’s that will remain throughout the term of the Contract to ensure continuity for customers, staff, and the operation of the ACDSS. Any changes to the schedule shall be approved in advance by the State Project Manager.
2. Provide a summary of all possible replacement guards to the State Project Manager in advance of the assignment of said replacement. Any replacement guard shall have the same certifications as the regularly-assigned guard.
3. Furnish a replacement guard within two (2) hours if the assigned guard is absent for any reason. Failure to provide security will result in the Contractor being held liable for costs incurred by the ACDSS to obtain other security.
4. Ensure replacement guards have prior clearance and are trained in all aspects of required duties.
5. Upon request of the State Project Manager or his/her designee, remove any guard who, in the opinion of ACDSS, is undesirable to perform guard services under this Contract. The Contractor shall furnish a replacement guard within two (2) hours of the request. Failure to replace the guard within two (2) hours of the request will be grounds for denying payment to the Contractor for the period in question.
6. Ensure its guard service supervisors report to and work at ACDSS until a replacement guard can report. Guards and/or supervisors shall not leave their post until properly relieved of their duties.
7. At no time furnish guards who have not met the certification and training requirements outlined in Sections 3.2 (A)- (C).
8. Provide guards who are punctual and have a good attendance record. Guards who are constantly tardy and who have a record of unscheduled absences will not be allowed to continue to work under the Contract.
9. **Replacement of guards**
10. Replacement guards shall be approved by the DHR Contract Administrator and the State Project Manager or designee prior to commencing work under this Contract.
11. Replacement guards shall be trained by the Contractor’s Project Manager and shall meet the training requirements listed in Section 3.2 (C). Training shall be completed prior to any replacement guards assuming guard responsibilities. The Contractor shall have 2 Working Days from the replacement guard’s start date to submit documentation of completed training to the State Project Manager.
12. The Contractor shall submit verification of a replacement guard’s qualification, listed in Section 3.2 (B), to the State Project Manager or designee before the replacement guard performs security guard services at ACDSS.
13. **Guard Wages**

The Contractor shall:

1. Pay guards a minimum of $9.91 per hour;
2. Be responsible for any wage/rate increases during the term of this Contract and shall not pass such increases on to ACDSS or the State; and
3. Make available upon request of the State Project Manager any and all records necessary to permit verification of guard compensation.
4. **Administrative Requirements**
5. The Contractor shall maintain time sheets, training attendance records, required certifications and any other documentation referenced in these specifications for a period of three years following the Contract.
6. The Contractor shall produce any and all back-up documentation pertaining to time sheets, training attendance records, and required certifications within five (5) Business Days of a request by the DHR Contract Administrator, the State Project Manager, or the ACDSS Assistant Director. Failure to provide backup documentation shall constitute grounds for reduction of the invoice, which will be pro-rated based on the period of time for which documentation is not provided.
7. The Contractor shall ensure that all assigned security guards are in good general health without physical impairments or abnormalities which may interfere with the performance of duties. A physical examination shall be administered by a licensed physician and a statement shall be placed in the guard’s personnel file. This statement from the physician shall state that the individual examined meets the aforementioned requirements.
8. The Contractor shall arrange to have background checks performed for all security guards assigned to ACDSS (see Section 3.3.2). In order to allow the Contractor sufficient opportunity to obtain Maryland State Police, National Crime Information Center (NCIC) and/or FBI criminal background checks, proposed guards will be allowed to work on site for up to forty-five (45) days pending satisfactory receipt of the background check and completion of the training listed in 3.2 (C). Guards shall be permitted to work at the discretion of the DHR Contract Administrator, the State Project Manager, or the ACDSS Director.

* + 1. **Reports**

All reports shall be submitted to the State Project Manager (ref. Section 1.6) as follows:

1. Time sheets for guards due by the close of business at the end of the workweek.
2. Guard log book, due by the close of business at the end of the workweek.
3. Training certifications, within five (5) Working Days of training completion or a request by the State Project Manager or DHR Contract Administrator.
4. Incident Reports, due 24 hours after the occurrence of the incident.

**Failure to submit required reports within the timeframes identified may result in termination of any Contract awarded through this IFB or reduction / withholding of Contract payment as identified in Section 3.6 (Invoicing) of this IFB. Final invoice payment is contingent upon receipt of all Reports identified above.**

## 3.3 Security Requirements

3.3.1 **Employee Identification**

A. Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.

B. At all times at any facility, the Contractor’s personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visual location at all times.

3.3.2 **Criminal Background Check**

The Contractor shall obtain from each prospective employee a signed statement permitting a criminal background check. The Contractor shall secure at its own expense a Maryland State Police, NCIC, and/or FBI background check and shall provide the State Project Manager with completed checks on all new employees prior to assignment. The Contractor may not assign an employee with a criminal record unless prior written approval is obtained from the State Project Manager.

## 3.4 Insurance Requirements

3.4.1 The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, but no less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal and Advertising Injury Liability of $1,000,000 per occurrence and $3,000,000 aggregate.

3.4.2 The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of $1,000,000 per occurrence.

3.4.3 The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.

3.4.4 The Contractor shall maintain Employee Theft Insurance with minimum limits of $1,000,000 per occurrence.

3.4.5 Within five (5) Business Days of recommendation for Contract award, the Contractor shall provide the State Project Manager with current certificates of insurance, and shall update such certificates from time to time but no less than annually in multi-year contracts, as directed by the State Project Manager. Such copy of the Contractor’s current certificate of insurance shall contain at minimum the following:

a. Workers’ Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Workers’ Compensation Acts, the Long Shore and Harbor Workers’ Compensation Act, and the Federal Employers’ Liability Act.

b. Commercial General Liability as required in Section 3.4.1.

c. Errors and Omissions/Professional Liability as required in Section 3.4.2.

d. Automobile and/or Commercial Truck Insurance as required in Section 3.4.3.

e. Employee Theft Insurance as required in Section 3.4.4.

3.4.6 The State shall be listed as an additional insured on the policies with the exception of Worker’s Compensation Insurance and Professional Liability Insurance. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the State Project Manager, by certified mail, not less than 45 days’ advance notice of any non-renewal, cancellation, or expiration. In the event the State Project Manager receives a notice of non-renewal, the Contractor shall provide the State Project Manager with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.

3.4.7 The Contractor shall require that any subcontractors providing services under this Contract obtain and maintain similar levels of insurance and shall provide the State Project Manager with the same documentation as is required of the Contractor.

## 3.5 Problem Escalation Procedure

3.5.1 The Contractor shall provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP shall state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

The Contractor shall provide contact information to the State Project Manager, as well as to other State personnel, as directed should the State Project Manager not be available.

3.5.2 The Contractor shall provide the PEP no later than ten (10) Business Days after notice of Contract award or after the date of the Notice to Proceed, whichever is earlier. The PEP, including any revisions thereto, shall also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

* The process for establishing the existence of a problem;
* The maximum duration that a problem may remain unresolved at each level in the Contractor’s organization before automatically escalating the problem to a higher level for resolution;
* Circumstances in which the escalation will occur in less than the normal timeframe;
* The nature of feedback on resolution progress, including the frequency of feedback to be provided to the State;
* Identification of, and contact information for, progressively higher levels of personnel in the Contractor’s organization who would become involved in resolving a problem;
* Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis; and
* A process for updating and notifying the State Project Manager of any changes to the PEP.

Nothing in this section shall be construed to limit any rights of the State Project Manager or the State which may be allowed by the Contract or applicable law.

## 3.6 Invoicing

3.6.1 **General**

(a) All invoices for services shall be signed by the Contractor and submitted to the State Project Manager.

(b) The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.02.

3.6.2 **Invoice Submission Schedule**

The Contractor shall submit invoices in accordance with the following schedule:

The successful vendor shall bill the Department monthly at the end of each calendar month. The Contractor shall submit an invoice to the State Project Manager or his/her designee for work performed during the month that meets the following requirements:

* Each invoice submitted shall clearly identify the month for which payment is due in a conspicuous place on the face of the invoice.
* The Contractor shall attach to the invoice time sheets for each guard and the hourly rate of pay for each guard for the period covered by the invoice.
* Invoices shall indicate the number of non-overtime hours and overtime (where applicable and if previously approved by ACDSS) work hours for the entire month.
* The Contractor shall indicate their Federal Tax Identification or Social Security Number and assigned purchase order number on the face of each invoice billed to the State.

Invoices shall be received by no later than the 15th of the month following the month of invoice.

The State Project Manager or his/her designee shall not be responsible for any invoice received after the 15th of the month following the month for which the service was rendered.

The hourly rate submitted as the base price to the Bid shall be for non-overtime work regardless of the day of the week, or hour of the day the work is to be performed. This same rate shall be used when required by the State to work special hours providing additional after-hours security services under the Contract. The State shall not be responsible to pay overtime rates made necessary due to the Contractor's failure to provide guards at non- overtime rates. The hourly billing rates will be used in computing additions to, or deductions from, the monthly payment to the Contractor for changes to the specified duties and services, for extra work required by the State or for penalties imposed on the Contractor as indicated elsewhere in the specifications.

Each hourly rate shall include direct wages, all indirect expenses, materials and supplies normally used, use of any equipment and the Contractor's overhead and profit.

Funding for any Contract resulting from this IFB is dependent upon appropriations from the Maryland General Assembly. If funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first the Contract shall be canceled automatically.

Invoices shall be addressed to:

Allegany County DSS

Mary Wilson, Assistant Director for Administration

One Frederick Street

Cumberland, MD 21502

All invoices shall (at a minimum) be signed and dated in addition to including the vendor’s mailing address, the vendor’s Social Security number or Federal Tax ID number, the State’s assigned Contract control number, the goods/services provided, the time period covered by the invoice, and the amount of requested payment.

## 3.7 MBE Reports

MBE Reports are not a Contractor requirement for this Contract.

## 3.8 VSBE Reports

VSBE Reports are not a Contractor requirement for this Contract.

## 3.9 SOC 2 Type II Audit Report

A SOC 2 Type II Report is not a Contractor requirement for this Contract.

# SECTION 4 – BID FORMAT

## 4.1 One Part Submission

Bidders shall submit with their Bid all Minimum Qualification documentation required (see Section 2), and all Required Bid Submissions (see Section 4.4) in a single sealed package/envelope.

## 4.2 Labeling

Each Bidder is required to label the sealed Bid. The Bid shall bear the IFB title and number, name and address of the Bidder, and closing date and time for receipt of the Bids.

## 4.3 Bid Price Form

The Bid shall contain all price information in the format specified on the Bid Form (**Attachment F**). Complete the Bid Form only as provided in the Bid Pricing Instructions. Do not amend, alter, or leave blank any items on the Bid Form or include additional clarifying or contingent language on or attached to the Bid Form. If option years are included, Bidders shall submit Bids for each option year. Failure to adhere to any of these instructions may result in the Bid being determined to be non-responsive and rejected by the Department.

## 4.4 Required Bid Submissions

Bidders shall include the following with their Bid:

4.4.1 **Transmittal Letter:**

A Transmittal Letter shall accompany the Bid. The purpose of this letter is to transmit the Bid and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Bidder to the services and requirements as stated in this IFB. The Transmittal Letter should include the following:

* Name and address of the Bidder;
* Name, title, e-mail address, and telephone number of primary contact for the Bidder;
* Solicitation Title and Solicitation Number that the Bid is in response to;
* Signature, typed name, and title of an individual authorized to commit the Bidder to its Bid;
* Federal Employer Identification Number (FEIN) of the Bidder, or if a single individual, that individual’s Social Security Number (SSN);
* Bidder’s eMM number;
* Bidder’s MBE certification number (if applicable);
* Acceptance of all State IFB and Contract terms and conditions (see Section 1.24); and
* Acknowledgement of all addenda to this IFB.

Any information which is claimed to be confidential is to be noted by reference and included after the Transmittal Letter. An explanation for each claim of confidentiality shall be included (see Section 1.14 “Confidentiality of Bids”).

4.4.2 **Minimum Qualifications Documentation:**

The Bidder shall submit any Minimum Qualifications documentation that may be required, as set forth in Section 2 “Bidder Minimum Qualifications.”

4.4.3 **Completed Required Attachments:** Submit three (3) copies of each with original signatures:

a. Completed Bid Form (**Attachment F**).

b. Completed Bid/Proposal Affidavit (**Attachment B**).

c. Completed Maryland Living Wage Requirements Affidavit of Agreement (**Attachment G-1**).

4.4.4 **Additional Attachments \*If Required**: Submit three (3) copies of each with original signatures, if required.

**\*** See appropriate IFB Section to determine whether the Attachment is required for this procurement:

1. Completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1**) **\*see Section 1.33**.
2. Completed Federal Funds Attachment (**Attachment H**) **\*see Section 1.35.**
3. Completed Conflict of Interest Affidavit and Disclosure (**Attachment I**) **\*see Section 1.36.**
4. Completed Mercury Affidavit (**Attachment L**) **\*see Section 1.40**.
5. Completed Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Subcontractor Participation Schedule. (**Attachment M-1**) **\*see Section 1.41**.
6. Completed Location of the Performance of Services Disclosure (**Attachment O**) **\*see Section 1.44**.

4.4.5 **References:**

At least three (3) references are requested from customers who are capable of documenting the Bidder’s ability to provide the services specified in this IFB. References used to meet any Bidder Minimum Qualifications (see Section 2) may be used to meet this request. Each reference shall be from a client for whom the Bidder has provided services within the past five (5) years and shall include the following information:

a. Name of client organization;

b. Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and

c. Value, type, duration, and description of services provided.

The Department reserves the right to request additional references or utilize references not provided by a Bidder.

* + 1. **List of Current or Prior State Contracts:**

Provide a list of all contracts with any entity of the State of Maryland for which the Bidder is currently performing services or for which services have been completed within the last five (5) years. For each identified contract, the Bidder is to provide:

* 1. The State contracting entity;
  2. A brief description of the services/goods provided;
  3. The dollar value of the contract;
  4. The term of the contract;
  5. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
  6. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Bidder’s level of performance on State contracts will be considered as part of the responsibility determination by the Procurement Officer.

* + 1. **Financial Capabilities:**

The Bidder shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

* + 1. **Certificate of Insurance:**

The Bidder shall provide a copy of the Bidder’s current certificate of insurance. The recommended awardee shall provide a certificate of insurance with the prescribed limits set forth in Section 3.4 “Insurance Requirements,” naming the State as an additional insured if required, within five (5) Business Days from notification by the Procurement Officer that the Bidder has been determined to be the apparent awardee.

* + 1. **Subcontractors:**

The Bidder shall provide a complete list of all subcontractors that will work on the Contract if the Bidder receives an award, including those utilized in meeting the MBE and/or VSBE subcontracting goal, if applicable. This list shall include a full description of the duties each subcontractor will perform.

* + 1. **Legal Action Summary:**

This summary shall include:

i. A statement as to whether there are any outstanding legal actions or potential claims against the Bidder and a brief description of any action;

ii. A brief description of any settled or closed legal actions or claims against the Bidder over the past five (5) years;

iii. A description of any judgments against the Bidder within the past five (5) years, including the case name, number court, and what the final ruling or determination was from the court; and

iv. In instances where litigation is on-going and the Bidder has been directed not to disclose information by the court, provide the name of the judge and location of the court.

## 4.5 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Bidders in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, COMAR 21.05.01.04 requires that procuring units apply a reciprocal preference under the following conditions:

* The most advantageous offer is from a responsible Bidder whose headquarters, principal base of operations, or principal site (that will primarily provide the services required under this IFB) is in another state.
* The other state gives a preference to its resident businesses through law, policy, or practice; and
* The preference does not conflict with a Federal law or grant affecting the procurement Contract.

The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

## 4.6 Delivery

Bidders may either mail or hand-deliver Bids.

* + 1. For U.S. Postal Service deliveries, any bid that has been received at the appropriate mail room, or typical place of mail receipt for the respective procuring unit by the time and date listed in the IFB will be deemed to be timely. If a Bidder chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department. A Bidder using first class mail will not be able to prove a timely delivery at the mailroom and it could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit.
    2. Hand-delivery includes delivery by commercial carrier acting as agent for the Bidder. For any type of direct (non-mail) delivery, Bidders are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

## 4.7 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract Award, the following documents shall be completed and submitted by the recommended awardee within five (5) Business Days, unless noted otherwise. Submit three (3) copies of each with original signatures.

* 1. signed Contract (**Attachment A**),
  2. completed Contract Affidavit (**Attachment C**),
  3. completed MBE **Attachments D-2 and D-3**, within ten (10) Working Days, if applicable; **\*see Section 1.33**,
  4. MBE Waiver Justification within ten (10) Working Days, usually including **Attachment D-6**, if a waiver has been requested (if applicable; **\*see Section 1.33)**,
  5. signed Non-Disclosure Agreement (**Attachment J**), if applicable; **\*see Section 1.37**,
  6. copy of a current Certificate of Insurance with the prescribed limits set forth in Section 3.4 “Insurance Requirements,” listing the State as an additional insured, if applicable; **\*see Section 3.4.**

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# IFB ATTACHMENTS

**ATTACHMENT A – Contract**

This is the sample contract used by the Department. It is provided with the IFB for informational purposes and is not required to be submitted at Bid submission time. Upon notification of recommendation for award, a completed contract will be sent to the recommended awardee for signature. The recommended awardee shall return to the Procurement Officer three (3) executed copies of the Contract within five (5) Business Days after receipt. Upon Contract award, a fully-executed copy will be sent to the Contractor.

**ATTACHMENT B** **– Bid/Proposal Affidavit**

This Attachment shall be completed and submitted with the Bid.

**ATTACHMENT C** **– Contract Affidavit**

This Attachment shall be completed and submitted by the recommended awardee to the Procurement Officer within five (5) Business Days of receiving notification of recommendation for award.

**ATTACHMENT D** **– Minority Business Enterprise Forms**

If required (see Section 1.33), these Attachments include the MBE subcontracting goal statement, instructions, and MBE Attachments D-1 through D-6. Attachment D-1 shall be properly completed and submitted with the Bidder’s Bid or the Bid will be deemed non-responsive and rejected. Within 10 Working Days of receiving notification of recommendation for Contract award, the Bidder shall submit Attachments D-2 and D-3 and, if the Bidder has requested a waiver of the MBE goal, usually Attachment D-6.

**ATTACHMENT E** **– Pre-Bid Conference Response Form**

It is requested that this form be completed and submitted as described in Section 1.7 by those potential Bidders that plan on attending the Pre-Bid Conference.

**ATTACHMENT F** **– Bid Form Instructions and Bid Form**

The Bid Form shall be completed and submitted with the Bid.

**ATTACHMENT G** **– Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement**

Attachment G-1 Living Wage Affidavit of Agreement shall be completed and submitted with the Bid.

**ATTACHMENT H – Federal Funds Attachment**

If required (see Section 1.35), these Attachments shall be completed and submitted with the Bid as instructed in the Attachments.

**ATTACHMENT I** **– Conflict of Interest Affidavit and Disclosure**

If required (see Section 1.36), this Attachment shall be completed and submitted with the Bid.

**ATTACHMENT J – Non-Disclosure Agreement**

If required (see Section 1.37), this Attachment shall be completed and submitted within five (5) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Bid.

**ATTACHMENT K** **– HIPAA Business Associate Agreement**

If required (see Section 1.38), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Bid.

**ATTACHMENT L** **– Mercury Affidavit**

If required (see Section 1.40), this Attachment shall be completed and submitted with the Bid.

**ATTACHMENT M** – **Veteran-Owned Small Business Enterprise Forms**

If required (see Section 1.41), these Attachments include the VSBE Attachments M-1 through M-4. Attachment M-1 shall be completed and submitted with the Bid. Attachment M-2 is required to be submitted within ten (10) Business Days of receiving notification of recommendation for award.

###### ATTACHMENT N – Location of the Performance of Services Disclosure

If required (see Section 1.42), this Attachment shall be completed and submitted with the Bid.

**ATTACHMENT O – Department of Human Resources (DHR) Hiring Agreement**

If required (see Section 1.43), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommendation for award.

**EXHIBIT 1 – DHR Incident Report**

This Report is to be completed to document incidents as listed in Section 3.2.5.

**EXHIBIT 2 – DHR Walk Thru Metal Detector and Hand Wand Procedures**

This Exhibit provides instructions on the use of walk thru metal detectors and security hand wands by guards.

**EXHIBIT 3 – DHR Security guards General Orders**

This Exhibit lists the minimum performance requirements for security guards assigned to DHR facilities.

## ATTACHMENT A – CONTRACT

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|  |
| Attachment A, the Contract, is included as a separate Attachment to this IFB. |
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|  |

**ATTACHMENT B – BID/PROPOSAL AFFIDAVIT**

Attachment B, the Bid/Proposal Affidavit, is included as a separate attachment to this IFB.

**ATTACHMENT C – CONTRACT AFFIDAVIT**

Attachment C, the Contract Affidavit, is included as a separate attachment to this IFB.

## ATTACHMENT D – MINORITY BUSINESS ENTERPRISE FORMS

This solicitation does not include a Minority Business Enterprise (MBE) subcontractor participation goal.

## ATTACHMENT E – PRE-BID CONFERENCE RESPONSE FORM

Attachment E, the Pre-Bid Conference Response Form, is included as a separate attachment to this IFB.

## ATTACHMENT F – BID PRICING INSTRUCTIONS

In order to assist Bidders in the preparation of their Bid and to comply with the requirements of this solicitation, Bid Pricing Instructions and a Bid Form have been prepared. Bidders shall submit their Bid on the Bid Form in accordance with the instructions on the Bid Form and as specified herein. Do not alter the Bid Form or the Bid Form may be rejected. The Bid Form is to be signed and dated, where requested, by an individual who is authorized to bind the Bidder to the prices entered on the Bid Form.

The Bid Form is used to calculate the Bidder’s TOTAL BID PRICE. Follow these instructions carefully when completing your Bid Form:

A) All Unit and Extended Prices shall be clearly entered in dollars and cents, e.g., $24.15. Make your decimal points clear and distinct.

1. All Unit Prices shall be the actual price per unit the State will pay for the specific item or service identified in this IFB and may not be contingent on any other factor or condition in any manner.
2. All calculations shall be rounded to the nearest cent, i.e., .344 shall be .34 and .345 shall be .35.

D) Any goods or services required through this IFB and proposed by the vendor at **No Cost to the State** shall be clearly entered in the Unit Price, if appropriate, and Extended Price with **$0.00**.

E) Every blank in every Bid Form shall be filled in. Any blanks may result in the Bid being regarded as non-responsive and thus rejected. Any changes or corrections made to the Bid Form by the Bidder prior to submission shall be initialed and dated.

1. Except as instructed on the Bid Form, nothing shall be entered on or attached to the Bid Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions usually render the Bid non-responsive, which means it will be rejected.

G) It is imperative that the prices included on the Bid Form have been entered correctly and calculated accurately by the Bidder and that the respective total prices agree with the entries on the Bid Form. Any incorrect entries or inaccurate calculations by the Bidder will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12, and may cause the Bid to be rejected.

H) If option years are included, Bidders shall submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the IFB at the prices entered in the Bid Form.

1. All Bid prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the IFB. The Bid price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.

J) Unless indicated elsewhere in the IFB, sample amounts used for calculations on the Bid Form are typically estimates for bidding purposes only. The Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

K) Failure to adhere to any of these instructions may result in the Bid being determined non-responsive and rejected by the Department.

## ATTACHMENT F – BID FORM

##### BID FORM

The Bid shall contain all price information in the format specified on these pages. Complete the Bid Form only as provided in the Bid Pricing Instructions. Do not amend, alter or leave blank any items on the Bid Form. If option years are included, Bidders shall submit Bids for each option year. Failure to adhere to any of these instructions may result in the bid being determined non-responsive and rejected by the Department.

$\_\_\_\_\_\_\_\_\_\_\_\_\_ X 2,219 = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hourly Billing \*Estimated BASE BID

Rate for guard Billable Hours (Used as Basis for Award)

**\*The estimated hours listed are for evaluation purposes only, do not include overtime, and may be revised based on fund availability.**

Submitted By:

Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name and Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Location(s) from which services will be performed (City/State): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FEIN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

eMM #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: (\_\_\_\_\_\_\_) \_\_\_\_\_\_\_-- \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax: (\_\_\_\_\_\_\_) \_\_\_\_\_\_\_--\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## ATTACHMENT G – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

Living Wage Requirements for Service Contracts

A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at $100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee’s time during any work week on the State Contract.

B. The Living Wage Law does not apply to:

(1) A Contractor who:

(a) Has a State contract for services valued at less than $100,000, or

(b) Employs 10 or fewer employees and has a State contract for services valued at less than $500,000.

(2) A Subcontractor who:

(a) Performs work on a State contract for services valued at less than $100,000,

(b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than $500,000, or

(c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B(3) or C below.

(3) Service contracts for the following:

(a) Services with a Public Service Company;

(b) Services with a nonprofit organization;

(c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement (“Unit”); or

(d) Services between a Unit and a County or Baltimore City.

C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

D. A Contractor shall not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.

E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry’s website. An employer subject to the Living Wage Law shall comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer’s share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee’s wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer’s share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.

H. A Contractor/Subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer’s contribution to an employee’s deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer’s contribution to an employee’s deferred compensation plan shall not lower the employee’s wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.

I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of $20 per day for each employee paid less than the Living Wage.

J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/> and clicking on Living Wage for State Service Contracts.

**ATTACHMENT G-1**

**Maryland Living Wage Requirements Affidavit of Agreement**

**(submit with Bid/Proposal)**

Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Contractor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**If the Contract Is Exempt from the Living Wage Law**

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland’s Living Wage Law for the following reasons (check all that apply):

Bidder/Offeror is a nonprofit organization

Bidder/Offeror is a public service company

Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than $500,000

Bidder/Offeror employs more than 10 employees and the proposed contract value is less than $100,000

**If the Contract Is a Living Wage Contract**

A. The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

The employee(s) proposed to work on the contract will spend less than one-half of the employee’s time during any work week on the contract

The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or

The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Representative Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Name (Typed or Printed)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Signature Date

**(submit with Bid/Proposal)**

## ATTACHMENT H - FEDERAL FUNDS ATTACHMENT

This solicitation does not include a Federal Funds Attachment.

## ATTACHMENT I – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Attachment I, the Conflict of Interest Affidavit and Disclosure, is included as a separate attachment to this IFB.

## ATTACHMENT J – NON-DISCLOSURE AGREEMENT

Attachments J through J-2, the Non-Disclosure Agreement, are included as separate Attachments to this IFB.

## ATTACHMENT K – HIPAA BUSINESS ASSOCIATE AGREEMENT

This solicitation does not require a HIPAA Business Associate Agreement.

## ATTACHMENT L – MERCURY AFFIDAVIT

This solicitation does not include the procurement of products known to likely include mercury as a component.

## ATTACHMENT M – VETERAN-OWNED SMALL BUSINESS ENTERPRISE

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.

## ATTACHMENT N – LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

This solicitation does not require a Location of the Performance of Services Disclosure.

## ATTACHMENT O – DHR HIRING AGREEMENT

This solicitation does not require a DHR Hiring Agreement.

## EXHIBIT 1 – DHR INCIDENT REPORT

See attached Excel Spreadsheet.

## EXHIBIT 2 – DHR WALK THRU METAL DETECTOR AND HAND WAND PROCEDURES

See attached PDF document.

## EXHIBIT 3 – DHR SECURITY GUARDS GENERAL ORDERS

See attached PDF document.