

**DEPARTMENT OF HUMAN RESOURCES
KENT COUNTY DEPARTMENT OF SOCIAL SERVICES (KCDSS)**

BID FORM/COST SHEET

UN-ARMED GUARD SERVICES

1. BACKGROUND

The Kent County Department of Social Services (KCDSS) is a local Agency of the State of Maryland's Department of Human Resources (DHR). KCDSS consists of approximately 48 staff members in a building which has a front entrance, one rear electronic security card entrance for employees, and four additional locked employee key entrances. There is no loading dock entrance. The KCDSS building, located at 350 High Street, Chestertown MD, is a one story building, 11,968 square feet, and with an adjacent parking lot and is located within town limits. KCDSS is the primary source of financial aid and social services for citizens in need in Kent County. Many customers are distraught and desperate as they enter the agency in need of some type of assistance. All customers must be treated with respect and sensitivity. The intent of the contract to be awarded is to provide quality uniformed, unarmed guard services for our customers and staff at the Kent County Department of Social Services.

2. SCOPE OF WORK

- 2.1 The Contractor shall furnish all labor, equipment, and supplies necessary to perform the unarmed guard services for the KCDSS building, grounds, and parking lot in strict conformity with the methods and conditions hereinafter specified.
- 2.2 One (1) full-time uniformed unarmed security guards. One (1) guard will be provided on State workdays, Monday through Friday during regular business hours from 8:00 a.m. to 4:30 p.m., during additional extended hours as needed which will be requested by Kent County Department of Social Services to the vendor through email.
- 2.3 These detailed specifications pertain to the building grounds under the control of and managed by the Kent County Department of Social Services, a local agency of the Department of Human Resources, a Department of the State of Maryland, as the primary lessee. Public access exists at the front entrance of the building. Access is restricted to employees and deliveries at five (5) other side entry locations. One (1) is an electronic security card entry and four (4) are locked, key entries. Visitors report to the guard station in the main entrance lobby. Guards occasionally perform duties associated with building evacuation.

3. TERM OF CONTRACT AND SUPERVISION

The contract shall provide uniformed unarmed guard service for a period of six (6) months, beginning January 2, 2012 through June 30, 2012.

3.1 SUPERVISION

The contract monitor for this contract is the Assistant Director for Administration. In the absence of the Assistant Director for Administrative Services, the security guard will report to and be supervised by the Assistant Director for Family Investment Administration.

3.2 DHR CONTRACT ADMINISTRATOR:

The DHR Contract Administrator for this project is Michael Hofmann, DHR Police Chief. 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 KCDSS Contract Monitor on the assignment and supervision of guards assigned under this Contract.

4. SITE VISIT

As part of a responsibility determination, bidders may be required to schedule a site visit with the contact person identified on the ITB to inspect specific conditions at the facility in detail to ascertain that their bid price represent the scope of work identified in the bid document. For more site visit information, contact Joyce Prickett at 410-810-7704.

5. OPERATING HOURS, LOCATION AND SCHEDULE

5.1 The following location and schedule represent the minimum number of hours anticipated for the scope of the contract. KCDSS will notify the Contractor of any additional after-hour services on an as-needed basis in writing.

- Physical Location: 350 High St. Chestertown, MD 21620
- Standard operating hours of KCDSS are Monday through Friday, 7:30 a.m. - 4:30 p.m.
- Standard Guard hours for one (1) full-time guard is 8:00 a.m. – 4:30 p.m.

- Anticipated after-hours services for one (1) guard is 4:30 p.m. to 5:30 p.m. – (anticipated once a month). **Guard will be required to work until 5:30 p.m.**

- 5.2 The full-time guard will have a half (1/2) hour each day for lunch.
- 5.3 The guard will make sure all customers have left the building before or will ensure that a supervisor is aware that a customer is still in the building before he/she leaves the building.
- 5.4 The guard post must be manned during duty hours except when escorting KCDSS guests to meeting rooms, completing perimeter check, or when on lunch.

6. STATE OFFICE CLOSURES

During state office closures the contractor shall not provide security guard services to KCDSS nor shall KCDSS be billed for services on those days.

State Holidays, which are observed by KCDSS, include:

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|--------------------------|--|
| New Year's Day | Columbus Day |
| Martin Luther King's Day | Election Day (Gubernatorial or Presidential) |
| Presidents Day | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Day after Thanksgiving Day |
| Labor Day | Christmas Day |

Additional holidays or service reduction days will be observed as may be authorized by the Governor of Maryland. Official general election holidays will also be observed.

Publicly announced emergency days off (including full and part days off), in case of events such as hurricanes, snow storms, etc., as declared by the Governor, County authorities or other duly responsible authorities, will be observed by KCDSS.

7. THE STATE AGREES

- 7.1 To provide written instructions specifying the days and hours of the week uniformed unarmed guard service is to be provided, tours of duty required, duties to be performed by the guard and location of guard posts. This information will be prepared by the Assistant Director for Administration or designee and furnished to the successful bidder after the award of the

contract. The Assistant Director for Administration or designee may alter these instructions at any time.

- 7.2 That all persons performing work under this contract shall at all time's be recognized as Contract Guard Service employees under the control of the Contractor. However, the Contractor, his/her agents, and employees shall in the performance of services hereunder, comply with written or verbal instructions received from the Assistant Director for Administration or designee.
- 7.3 Not to solicit the Contractor's employees for hire, however, it cannot accept responsibility for the Equal Employment Opportunity Program of The Department of Budget and Management, which provides equal job consideration and certification to all job applicants.

8. DHR CONTRACT ADMINISTRATOR

The DHR Contract Administrator for this project is Michael Hoffman, DHR Police Chief. 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 KCDSS Assistant Director for Administration on the assignment and supervision of guards assigned under this Contract.

9. CONTRACTOR AGREES TO:

- 9.1 Medical - the Contractor shall insure that all security guards assigned must be 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 the overall results of that examination must be submitted to the Assistant Director for Administration or his/her designee, for each security guard that is assigned to the Agency within one week of the beginning guard duty at the Agency.
- 9.2 The contractor shall submit a list of contractor's management employees who may visit the Agency prior to contract implementation. Subsequently, that list shall be revised within one week of any changes in the contractor's management employees who have any responsibility for this contract.
- 9.3 Background checks are required for all security guards assigned to the Agency. In order to allow the contractor sufficient opportunity to obtain Maryland State Police NCIC and FBI criminal background checks, proposed guards will be allowed to work on site for up to 45 days pending satisfactory receipt of the background check. In general, prospective guards with criminal records and/or on probation will not be acceptable

for work at the Agency. Guards shall be permitted to work at the discretion of the Assistant Director for Administrative Services or the Director.

- 9.4 The Contractor shall provide the name, current telephone number, and email address of a “project manager” who will serve as their representative and will be the primary contact with KCDSS. This person must be available during normal business hours 8:00 am to 4:30 pm and at any other time in case of emergencies to make all necessary arrangements for guard services.

10. THE PROJECT MANAGER AGREES TO

- 10.1 Meet with the DHR Contract Administrator and the KCDSS Assistant Director for Administration or designee, once every quarter to review at minimum security guard performance, security guard training and certifications updates, and discuss communication between the Agency the Contractor. The Agency reserves the right to request additional meetings.
- 10.2 Assure all watches are covered as directed by these specifications and dealing with the Contractor at the highest local level if necessary should a problem arise.
- 10.3 Review the log book making note of any rounds missed and checking the log for a notation as to why rounds were missed during the quarterly meetings.
- 10.4 Provide the DHR Contract Administrator and KCDSS’ Assistant Director for Administration or designee with a copy of the Contractor’s Organization Chart and updates they made within twenty-four hours and/or upon request.
- 10.5 Train replacement guards as needed. All replacement guards must be approved by the DHR Contract Administrator and the KCDSS Assistant Director for Administration or designee.
- 10.6 The Project Manager must provide corrective action plans to the DHR Contract Administrator and the KCDSS Assistant Director for Administration or designee within ten (10) business days for any issues such as guard performance, attendance, or otherwise specified. KCDSS Assistant Director for Administration or designee will review the plan and provide feedback and enhancements to the Contractor. KCDSS must approve the corrective action plan. Should the Contractor and the KCDSS Assistant Director for Administration not agree on an appropriate corrective action plan, then recommendation provided by the KCDSS Assistant Director for Administration or designee will be the corrective action plan the Contractor must use.

11. QUALIFICATIONS OF BIDDERS

Prior to submitting a bid for the work covered by the specifications, the bidder shall have no less than three (3) years experience in providing the services of type and size required by the specifications. The experience must have been within the past five (5) years. The experience of officials gained prior to the formation of a corporation or other business entity can be considered when evaluating responsibility.

References substantiating these qualifications must be submitted with the bid documents. With each reference, list details on the amount of guards and coverage provided (24 hour, 8 hour, etc.) and a current working phone number for contact.

12. STANDARDS AND QUALIFICATIONS OF GUARD

In order to be considered, the bidder must be experienced in the provision of office and commercial security unarmed guard services.

The bidder must demonstrate sufficient staff availability and organizational abilities to provide consistent and continuous services as required in these specifications.

Each and every security guard assigned in-house duties must meet The following general requirements:

- 12.1 Must be at least twenty-one (21) years of age;
- 12.2 Must be a high school graduate or equivalent, with at least two years of experience in security enforcement work;
- 12.3 Must have the ability to meet and deal positively and courteously with the general public;
- 12.4 Must speak, read and write English fluently;
- 12.5 Must be able to read, understand and apply printed rules and directions;
- 12.6 Must maintain poise and self-control;
- 12.7 Must be able to stand and/or walk for an entire shift;
- 12.8 Must be capable of self-defense;

- 12.9 Must be able to climb stairs, run and lift objects weighing up to 50 pounds.
- 12.10 Shall be required to maintain current First-Aid Certification, and will be required to show the certification card upon request;
- 12.11 Must be certified for CPR by the American Red Cross or the Heart Association or other recognized certifying body;
- 12.12 Any type of military service to be credited toward meeting the requirements 1 through 11 above may be accepted with proper back-up paperwork.
- 12.13 Security guards may not have criminal records or be on probation.

13. QUALIFICATIONS VERIFICATION

- 13.1 On the first day of the contract, the following information will be submitted to Kent County Department of Social Services Assistant Director for Administration or designee:
 - 13.1.1 Copy of security guard's drivers' license
 - 13.1.2 Copy of security guard's high school diploma or equivalency certificate
 - 13.1.3 Copy of security guard's resume that reflects two (2) years of experience in security/law enforcement
 - 13.1.4 Copy of current First Aid certification card
 - 13.1.5 Copy of CPR certification card
 - 13.1.6 Copy of security guards' background check from State and Federal Authorities
 - 13.1.7 Completed MS100 Form or equivalent employment application.

14. REPLACEMENT SECURITY GUARDS

- 14.1 Replacement guards must be approved by KCDSS Assistant Director for Administration or designee
- 14.2 Replacement guards must be trained by the contractor's Project Manager
- 14.3 Replacement guard qualifications verification listed in section 10.1 must be provided to KCDSS Assistant Director for Administration or designee before the replacement guard performs security guard services at KCDSS.

15. TRAINING

Adequate training for security guards must be assured. Each guard must meet the following training requirements, and the Contractor must submit to the DHR Contract Administrator and the KCDSS Assistant Director for Administration or designee **written evidence** that each employee assigned to KCDSS has been trained and certified as specified in this section within five (5) days of completing the training.

15.1 The Agency shall provide an initial orientation to KCDSS. The orientation will include:

- a. Tour of the facilities;
- b. Fire and safety equipment
- c. Maintenance equipment
- d. Fire Alarm system
- e. Security system
- f. Emergency procedures
- g. Use of incident report
- h. Organization and mission of the Agency
- i. Post assignments
- j. Response procedures to emergencies, fire alarms, injured or sick persons, bomb threats, police assistance, or other disasters.
- k. Orientation to Agency programs
- l. Sign-in and out procedures

15.2 The Contractor shall:

- a. Present a minimum of twenty four (24) hours of training on the subjects listed in Section 8, B #4, and shall give a test. The contractor's Site Commander shall be responsible to arrange and provide for all necessary or required job-related training on an ongoing and consistent basis, for the term of this contract, at no additional cost to KCDSS. The Assistant Director for Administrative Services may periodically request proof of same at intervals of at least once a year.
- b. Be responsible to arrange and provide for 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 KCDSS.
- c. Submit the training curriculum to the Assistant Director for Administrative Services for approval by the Agency prior to the training. This training should include the following subjects:

Part I - eight (8) hours

Conduct on duty
Appearance
Equipment
Public Relations
Taking notes, and notifying authorities
Report writing
Radio procedures
Telephone procedure
Log reports and incident forms preparation
Found property procedures

Part II - eight (8) hours

Interview technique
Preservation of evidence
Observation, intervention and/or escort techniques
Detention, employee authority and incident handling
Use of force
Legal restriction on search and seizure
Court preparation, appearance and attitude
Bomb threats and bomb searches
Handling mentally disturbed persons
Escort duties and functions

Part III - eight (8) hours

Demonstrations
Terrorism and hostage situations
Civil disturbances
Emergency weather conditions
Response to crime in progress
Vandalism
Arson
Burglary, larceny, robbery
Crime prevention
Drugs and alcohol
Fire and Safety equipment
Elevators, proximity doors, and alarms
First Aid
Relationship with government officials

- d. Submit the training outline to the Assistant Director for Administrative Services at least ten (10) workdays prior to the starting date and time for training. This outline must include date, time and location of classes to be held. The Agency, the Contract Monitor, or the Director, may raise any questions or request changes up to one (1) workday (twenty-four hours) prior to that starting date and time.
- e. Ensure that all formal training required shall be administered by persons who are certified as being qualified to instruct or teach the specific subjects or topic required. Certification to instruct the specific subject 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.
- f. Submit a report of Training Completion and score of the test given must be in the form of a written report upon the completion of all required training, and shall be submitted by the Contractor to the Assistant Director for Administrative Services within seven (7) working days after the completion of training.
- g. Ensure that all replacement guards shall meet the same training requirements, and the Contractor shall be responsible to train new and replacement employees in the areas required. The contractor shall have thirty (30) days to complete this training after hiring of replacement guards, and must notify the Assistant Director for Administrative Services or her representative in writing when training is completed.
- h. Authorize the Assistant Director for Administrative Services or her representative to inspect, monitor and evaluate the conduct of all training procedures.
- i. Ensure that each guard is required to attend and complete training.

Exception:

If the security guard is currently certified by the Maryland Police and Corrections Training Commission as a police officer, the security guard is not required to also be certified as a security guard.

16. GUARD DUTIES

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

- A. Guard premises against fire, theft, pilferage, malicious injury, damage and destruction.
- B. Make building rounds to check for fires, unauthorized persons, mechanical system alarms, secured doors, unnecessary lights, and other things as specified by the Assistant Director for Administrative Services of his/her representative.
- C. Permit only authorized persons to enter the Agency premises.
- D. Report in writing any unusual occurrences and/or incidents that happen during the course of duty by way of a KCDSS incident report.
- E. Assure no unauthorized person is in the building at the beginning of the shift and prior to close of shift.
- F. Control parking in handicapped areas.
- G. Provide assistance to individuals looking for agencies or services.
- H. Escort visitors to meeting rooms.
- I. Participate in scheduled disaster and fire drills.
- J. Patrol the grounds to prevent pilferage from and vandalism to property.
- K. Escort staff, visitors and customers to and from cars in the parking deck, located opposite the facility after dark, if needed or appropriate.
- L. In the absence of the Assistant Director for Administrative Services or his representative, other Assistant Directors, the Director or a designated "in-charge" Administrative Staff person, the guard shall notify the Chestertown Police in case of theft, vandalism or unauthorized entry, notify the fire department in case of fire, in every instance of the above or other unusual situations. All such contacts must subsequently be reported in writing to the Assistant Director for Administrative Services.
- M. Direct service workers, delivery persons and others to the correct entry and procedure.
- N. If and when necessary, inform all employees, customers and visitors of the State's **No Smoking Regulations**, as per the Governor's Executive Order of 1992.
- O. Upon agency request inspect suspicious bags, packages, boxes and parcels to prevent theft and pilferage and to ensure building safety.
- P. Direct construction, service, computer maintenance, and "outside" maintenance personnel to report to and sign in at the security desk, immediately upon entering and leaving the facility during normal working hours.

17. GUARD EQUIPMENT

The Contractor shall issue and pay for equipment as specified below for all guards while on duty:

- 17.1 Guard must be issued and wear uniforms bearing insignia and/or name of the security guard company which is clearly visible to the public while on duty.
- 17.2 Guard must be issued and wear name plates/tags with their names clearly printed and visible to the public while on duty.
- 17.3 Flashlights and all replacement batteries.
- 17.4 Other equipment as may be agreed upon as part of the terms of this contract.
- 17.5 KCDSS will issue the guard a two-way radio which must be kept in the guard's possession at all times while on duty.

18. RULES, REGULATIONS AND PROCEDURES FOR GUARD

- A. Rules, regulations and procedures that are to be followed by the contract guard's are specified hereafter:
 - 1. All incidents are to be reported immediately to the KCDSS Assistant Director for Administrative Services.
 - 2. Guards shall make no arrests or detention without express written instructions or consent of the KCDSS Director, the Assistant Director for Administrative Services, or their designated representative.
 - 3. Guards shall not sign a complaint on behalf of any State agency or Agency employee.
 - 4. Guards shall not carry any weapons such as knives, mace or firearms.
 - 5. Guards shall not use force except to defend themselves or others when in immediate danger.
 - 6. Guards are not permitted to bring their children to work or to supervise them during their shift.
 - 7. Guards are not permitted to have visitors during their shift.

8. Fraternalizing with customers, staff and other guards is not permitted while on duty.
9. There will be no congregating at the security desk.
10. Customers are not permitted to sit at the security desk with the guard.
11. Guards shall not make personal telephone calls unless under extreme emergency situations consistent with the Agency's telephone policy.
12. Guards shall not eat, drink, smoke or chew tobacco while on duty.
13. Guards are not permitted to offer/give candy, gum or food to children. They may offer it to the parent(s) to give to the children. Guards shall not supervise customer's children, even at the request of the customer.
14. Guards shall not confiscate any money inadvertently left in the Agency or on the grounds.
15. Solicitation on State property is prohibited
16. Other than logging and incident reporting as required elsewhere in these specifications, guards will not make verbal or written statements regarding incidents, situations or circumstances at the KCDSS facility without the express approval of the Assistant Director for Administrative Services.
17. Guards shall not engage in any unauthorized investigation or detective work.
18. Guards shall not surrender keys to any unauthorized individual without the prior approval of the Assistant Director for Administrative Services or his/her representative.
19. Guards shall not remove keys, supplies, furniture or equipment from the KCDSS facilities.
20. Guards shall not disclose PIN, elevator codes, door cipher codes, or other such security codes of the Agency.

21. Upon arriving at work, the guard(s) will sign-in at the designated area of the facility, and sign out at the end of the shift and lunch periods as well.
22. Politeness and courtesy must be shown to customers and employees at all times. Effective customer service is the Agency's primary goal.
23. Guards shall not turn equipment on or off except as authorized. Guards will be expected to turn off any coffee makers, coffeepots, hot plates at closing time, and as specifically instructed.
24. Customers must be seated in the Reception and Waiting Areas, in a quiet and orderly manner while waiting to be attended.
25. For safety reasons, children are not permitted to run around the building or waiting area.
26. At no time while on duty will a guard leave the Agency unattended. The Assistant Director for Administrative Services must be notified if a guard has to leave the Agency while on duty and before a replacement has arrived.
27. Guards should observe that all staff visibly displays an appropriate identification badge while in the building. If not visible, guard shall attempt to identify the individual and courteously remind him/her to visibly display this item, and note occurrence on the daily log.

19. GUARD LOGS

- A. Guard Log Book is to be provided and maintained.
 1. 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 must meet the approval of the Agency. This log book is to be reviewed weekly by the KCDSS Assistant Director for Administrative Services or his/her representative, and the guard services' supervisor, and signed or initialed by both. Any unusual entries must be brought to the attention of the Assistant Director for Administrative Services or his/her representative.
 2. A review meeting will be scheduled at the discretion of the Assistant Director for Administrative Services or his/her representative, and the designated representative of the contractor, and guard(s) as appropriate, at an agreed upon day and time.

3. All guards shall sign in and out in the logbook. At the beginning of each shift, all guards shall prepare the guards log by assigning that day's date, print and sign his/her name.
4. All incidents must be reported in this log.
5. At the conclusion of each shift, guards will leave the log for review by their supervisor, who will then bring all logs and reports to meetings scheduled with the Assistant Director for Administrative Services or his/her representative.
6. All entries in the guard's log shall be printed and legible. Any falsification of information, written or printed, in the log are grounds for denying payment to said Contractor for all shifts containing false entries.

20. GUARD UNIFORM AND APPEARANCE

- 20.1 Guards must 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.
- 20.2 The successful bidder provides guards clothing. Guards shall arrive ready for duty and completely outfitted.
- 20.3 All outfits must comply with OSHA, MOSHA, and other local, state, and federal statutes and requirements. Uniforms must fit properly and must be clean and pressed. Name tags must be worn on the outer garment and be easily visible.
- 20.4 Shoes must be black and in good condition and polished.

The Annotated Code of Maryland, Labor and Employment Article, provides that employers pay the cost, maintenance, and upkeep of uniforms and cannot pass those costs on to the employee. This provision applies to uniforms bearing the logo, patch, or any other special identifying features unique to the company.

21. ASSIGNMENT OF GUARDS

- A. Assignment of guards
 1. The Contractor must assign the same employees to the same shift on the same days of the week. This is to ensure the continuity for customers, staff, and the operation.

2. Replacement guards must have prior clearance and be trained in all aspects of required duties.
3. Guard service supervisors will be expected to work a post until a replacement guard can report. Guards and/or supervisors will not leave their post until properly relieved of their duties.
4. The Contractor agrees, upon request of the Assistant Director for Administrative Services, to remove any employee who, in the opinion of KCDSS, is undesirable to perform guard service under this contract, and to furnish qualified replacement guards immediately. 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.
5. The Contractor shall at no time furnish guards who have not met, or will not meet within 30 days, the minimum qualifications and training as required by the contract, including those who have been interviewed and cleared through the Assistant Director for Administrative Services.
6. All guards must be punctual and have a good attendance record. Guards who have a record of unauthorized absences will not be allowed to continue to work under this contract at KCDSS.

22. CONTRACTOR INSURANCE

- A. The Contractor agrees and is required to furnish and keep in effect during the term of the contract the following insurance coverage:
 1. Personal injury liability covering the risks of false arrest, false imprisonment, malicious prosecution, defamation of character, libel, slander or other torturous conduct caused by the Contractor's employees while acting within the scope of their duties.
 2. This insurance coverage will be maintained in current and up-to-date status for the entire term of this contract.
 3. The Contractor shall provide Worker's Compensation Insurance coverage for all personnel assigned under this contract and shall provide certification to KCDSS of both Worker's Compensation Insurance and Liability Insurance (including false arrest) which will at all times protect the interests of KCDSS.

General liability insurance in the amount of \$1,000,000 per occurrence

And \$2,000,000 aggregate, including but not limited to Personal Injury liability coverage. This insurance must cover the risks of false arrest, false imprisonment, malicious prosecution, and defamation of character, libel, slander or other torturous conduct caused by any acts of the Contractor's employees. Such Workmen's Compensation Insurance as is required by the Laws of the State of Maryland.

Unless the Procurement Officer otherwise agrees and before the Contractor begins work, the Contractor must submit any required certificates of insurance to the Procurement Officer for review and approval. These certificates shall be held by the Procurement Officer for the duration of the contract. The State shall have the absolute right to terminate the contract if any insurance policy is canceled at any time for any reason and a new policy is not obtained by the Contractor and approved by the Procurement Officer. Unless the Procurement Officer otherwise agrees, the new policy must be effective as of the previous policy's date of cancellation.

B. Fidelity Bond

Contractor's employees must be bonded by a company approved by the State of Maryland Insurance Commissioner to issue such bonds in Maryland. The bond or bonds shall protect the State against loss by the theft of money or other property from the premises to which the State or others may sustain as a result of any fraudulent or dishonest act of the Contractor's employee, acting alone or in collusion with others, during the term of this contract. Said bond or bonds shall have a limit at least \$2,500 per occurrence, per employee. Unless the Procurement Officer otherwise agrees, and no later than the time of award of the contract, contractor must deliver said bond to the State. The Contractor's must provide the State with a notice of cancellation within fifteen (15) days.

23. GUARDS WAGES

To ensure the continuity and retention of well-qualified, experienced individuals be assigned and accepted by the KCDSS for permanent assignment, Guards accepted by KCDSS on this post must be paid a minimum of \$11.00 per hour by the Contractor.

The Contractor shall be responsible for any wage/rate increases during the term of this contract and such increases may not be passed on to KCDSS or the State of Maryland.

The Contractor shall make available upon request of the Assistant Director for Administrative Services any and all records necessary to permit verification.

24. LIVING WAGE

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement Article, Annotated Code of Maryland. Additional information regarding the State's wage requirement is contained in the following section entitled *Living Wage Requirements for Service Contracts*. If the Bidder fails to complete and submit the required Living Wage documentation, the State may determine a Bidder to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$12.25 per hour, if State contract services, valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services, valued at 50% or more of the total value are performed in the Tier 2 Area, a Bidder shall pay each covered employee at least \$9.21 per hour. 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. If 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) shall assign the tier based upon where the recipients of the services are located.

The Contract resulting from this solicitation has been determined to be a Tier 2 Contract.

25. HOURLY BILLING RATES

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 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. Overtime which is the responsibility of the State must be approved by the Director, in advance. 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.

26. PAYMENT TO THE CONTRACTOR

A. Payment of Contractor's invoices:

1. At the end of each calendar month, the Contractor shall render to the Assistant Director for Administrative Services or his/her designee their invoice in triplicate for work done during the month. Invoices shall indicate the number of non-overtime 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.
2. Each invoice submitted shall clearly identify the month for which payment is due under this invoice period 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.
3. The Assistant Director for Administrative Services or his/her designee shall not be responsible for any invoice submitted prior to the last day each month as called for in 19.A.1 above or after the 15th of the following month for which the service was rendered.
4. To avoid mailing problems, please address all invoices to the following:

Assistant Director for Administration
Kent County Department of Social Services
P.O. Box 670
Chestertown, MD 21620
5. 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. Furthermore, the contractor shall produce any and all backup documentation within five (5) business days of a request by the Assistant Director for Administrative Services or the Agency Assistant Director. Failure to provide backup documentation shall constitute grounds for reduction of the invoice, pro-rated based on the period of time for which documentation is not provided.
6. Additions or deletions to the bid amount for changes to the scope of work shall be made in accordance with the hourly rates submitted with the bid. Any change may only be processed via Contract modification.

7. By submitting a response to this solicitation, the Bidder agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Bidder/Offeror shall register using the attached for COT/GAD X-10 Vendor Electronic Funds Transfer (EFT) Registration Request Form. Any request for an exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for exemption. **NOTE: If the Bidder is already registered with the Comptroller's Office for EFT payments, re-registration is not necessary.**

B. Adjustment of Charges

1. Upon the occurrence of any of the acts or omissions listed below, or elsewhere in the specifications, there shall be an equitable adjustment of the Contract Guard Service charges to fairly reflect the reduced value of its services.
2. For any guards working at this site that have not been properly trained in advance of assignment, their time shall be reduced from the total number of hours worked.
3. Failure to maintain complete records of all hours of each guard assigned to the facility engaged in working for which payment is computed on the basis of actual hours worked.
4. Failure to maintain complete records, reports and logs of events occurring on each assigned post for each tour of duty.
5. Falsification of any entries in the guard log by the Contractor's personnel.
6. Improper or incomplete dress of guard.
7. Failure of conducting a proper background investigation of all guards assigned to the facility, including educational requirement.
8. The State having to utilize State personnel to provide security when the Contractor fails to do so under the provisions of this contract.
9. The contractor fails to adequately train extra or replacement guards as specified by the specifications.

10. Guard asleep on post or excessive telephone misuse.

27. TERMINATION

The Kent County Department of Social Services reserves the right to cancel this contract if funds are not appropriated or otherwise made available to support the continuation of this contract. The State shall have the right to terminate this contract and the Contractor is not entitled to recover any costs not incurred prior to termination. However, this does not affect either the State's or the Contractor's rights under any other termination clause in the contract.

Contractor will receive 30 days written notice of such cancellation from the KCDSS Assistant Director for Administrative Services.

28. STATE'S RIGHTS

- A. Nothing in these conditions shall be deemed to limit the State's right or remedies in the event the State's actual damage exceeds the amount withheld from billing. The State's failure, at anytime, to require performance of the provisions shall in no way affect the State's rights to enforce it for subsequent occurrences.
- B. Penalty for failure to provide guards. If the Assistant Director for Administrative Services finds it necessary to assign State personnel to provide security for any amount of time for which the Contractor was responsible under this contract, KCDSS reserves the right to refuse payment for that period of time the Contractor failed to provide services, and to hold the Contractor liable for any wages paid to State personnel to perform security duties normally performed by the Contractor.

29. PROHIBITION AGAINST ASSIGNMENT OR SUBCONTRACTOR

The Contractor shall not assign the contract in whole or in part, without written approval of the Procurement Officer.

30. STATE SUPPLIED SERVICES AND FACILITIES

KCDSS will make available to the security guards, based on duty requirements, appropriate working areas, photocopying services (upon request through the Assistant Director for Administrative Services), and a controlled amount of office supplies (pens, pencils, and other justifiable office supplies).

31. DELIVERABLES

The Contractor will be required to make available during the term of this contract the following:

- 2 Two-way radios (daily, if two guards are being provided)
- Time sheets for guards (weekly)
- Watch Schedule (weekly, if two guards are being provided)
- Guard log book (weekly)
- Training certifications (as required)
- Updated personnel information (telephone numbers, addresses, etc.)
- Invoices (monthly)

32. METHOD OF AWARD

The award will be made to the responsible bidder submitting the lowest responsive Base bid for the six (6) month term of the contract.

33. BASE BID

The Base Bid shall be the total price for the six (6) month term (January 2, 2012 through June 30, 2012) for providing guard services as described in these detailed specifications and calculated as follows:

$$\begin{array}{rcccl} \$ \underline{\hspace{2cm}} & \times & \underline{1,032} & = & \$ \underline{\hspace{2cm}} \\ \text{Hourly Billing} & & \text{Estimated} & & \text{BASE BID} \\ \text{Rate for Guard} & & \text{Billable Hours} & & \end{array}$$

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

34. HIRING AGREEMENT

By submitting a bid in response to this solicitation, the Bidder agrees to execute and comply with the enclosed Maryland Department of Human Resources (DHR) Hiring Agreement. The Hiring Agreement is to be executed by the Bidder and delivered to the procurement officer within ten (10) days following receipt of notice by the Bidder that it is being recommended for contract award. The Hiring Agreement will become effective concurrently with the award of the contract.

The Hiring Agreement provides that the contractor and DHR will work cooperatively to promote hiring by the contractor of qualified Maryland Temporary Cash Assistance customers to fill job openings resulting from this procurement in accordance with 13-224, State Finance and Procurement Article.

STATE OF MARYLAND
DEPARTMENT OF HUMAN RESOURCES
BID FORM

(1) Agency: _____
(2) Component: _____
(3) Address: _____

(4) Service or Item Required: _____

(5) IFB Release Date: _____

(6) Vendor Responding: _____
Address: _____

Phone Number: _____

(7) Amount Bid: _____

(8) Minority Vendor: Yes___ No___

MDOT State Certified Number: _____

(9) _____
(Signature)

(Name Typed)

(Date)