



*Maryland's Human Services Agency*

**DEPARTMENT OF HUMAN SERVICES**  
Baltimore County Office of Child Support

**SMALL PROCUREMENT SOLICITATION FOR**  
Unarmed Security Guards

DHS AGENCY CONTROL NUMBER: BCOCS/CSA/-20-002-S

**(Note: If you are designating this solicitation a **Small Business Reserve** procurement, please include the paragraph below otherwise this language should be deleted)**

**SMALL BUSINESS RESERVE ONLY PROCUREMENT**

This is a Small Business Reserve Procurement under COMAR 21.11.01.06. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501 — 14-505, Annotated Code of Maryland, and that are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract. See the attached Notice to Bidders (**ATTACHMENT C**) for more information on the Small Business Reserve Program. **(Please Note: Under COMAR 21.11.01.06.A.2 (b), procurements involving expenditures of federal dollars are exempt to the extent that their inclusion in the program is in violation of federal law or grant provisions.)**

**1. SUMMARY STATEMENT**

The State is issuing this solicitation for the purpose of procuring two (2) unarmed security guards to ensure the safety of clients and staff of the Baltimore County Office of Child Support. These services are schedule to start 10/15/2019 to 3/31/2020 for a six months during normal working hours of 8:00 am to 5:00 pm. *There will be a mandatory pre bid conference held on Wednesday October 9, 2019 @ 1:00 pm at the Baltimore County Office of Child Support located at 170 W. Ridgely Road, Suite 200, Lutherville, MD 21093.*

**2. BACKGROUND**

The Baltimore County Office of Child Support (OCS) is a local agency of the State of Maryland under the Department of Human Services (DHS). Baltimore County OCS consists of approximately 72 staff members in a building located at 170 W. Ridgely Road, Suite 200, Lutherville, MD 21093. The Baltimore County OCS building is a two story building, 24,000 square feet with adjacent parking lots and grounds. The intent of the contract to be awarded is to provide quality Uniformed Unarmed Guard Services to the Baltimore County OCS.

### **3. SCOPE OF THE PROJECT**

#### **1.2.1 General Requirements**

- 1.2.1.1 The Contractor shall furnish all labor, equipment, and supplies necessary to perform the unarmed guard services for the Baltimore County OCS building, grounds, and parking lot, including escorting clients to their car upon request in strict conformity with the methods and conditions hereinafter specified.
- 1.2.1.2 Two (2) full-time uniformed unarmed security guards, one (1) of which will be a supervisor. The two (2) guards will be provided on State workdays, Monday through Friday during regular business hours from 8:00 a.m. to 5:00 p.m., including when additional extended hours are needed which will be requested by the Baltimore County OCS to the vendor through email.
- 1.2.1.3 Security Guard services include coverage of the internal and external building rounds. Services shall also include operation of a hand-held and/or walk-through metal detector. Procedures for the operation of these items are included as **Exhibit 2**. The Contractor must be able to provide the uniformed unarmed guard services described in this solicitation. These services must be provided in an orderly, continuous and consistent manner, which will support the effective delivery of guard services to customers without causing disruption to the agency's operations.

#### **1.2.2 Working Hours and Location**

- 1.2.2.1 The following location and schedule represent the maximum number of hours anticipated for the scope of the contract. The Baltimore County OCS will notify the Contractor of any additional after-hour services on an as-needed basis in writing.

- A. Physical Location: 170 West Ridgely Road, Suite 200, Lutherville, MD 21093.
- B. Standard operating hours of the Baltimore County OCS are Monday through Friday, 8:00 a.m. through 5:00 p.m.

Guard 1 (Supervisor) 8:00 am - 5:00 pm = 8 hours per day x 6 months = 960 hours  
Guard 2 8:00 am - 5:00 pm = 8 hours per day x 6 months = 960 hours

- 1.2.2.2 The full-time guard and supervisor guard will have an **unpaid** hour lunch break each day. Each Guard will cover the other during lunch breaks and other breaks as necessary.
- 1.2.2.3 On a daily basis, both guards will make sure all customers have left the building before departure.

### **1.2.3 State Holidays**

The following State Holidays will be observed by the Baltimore County OCS and the Contractor:

Veteran's Day	Thanksgiving Day
American Indian Heritage Day	Christmas Day
New Year's Day	Martin Luther King Day
President's Day	

The Governor of Maryland may authorize additional days which will be observed by both the Baltimore County OCS and the Contractor. Security guard services will not be provided on State Holidays and these days are not billable to the State. Official State closure days due to inclement weather and Services Reduction days will also be observed. These days are not billable under this Contract.

### **1.2.4 The State Agrees**

1.2.4.1 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 Baltimore County OSC or designee and furnished to the successful bidder after the award of the contract. The OCS Contract Monitor or designee may alter these instructions at any time.

1.2.4.2 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 OCS Contract Monitor or designee; Adina Tanasescu, 410-561-2157.

1.2.4.3 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.

### **1.2.5 OCS Contract Monitor**

The OCS Contract Monitor for this project is Adina Tanasescu, Assistant Director. The OCS Contract Monitor will work directly with the Contractor; and will be the day-to-day contact with the Contractor during the Contract term. The OCS Contract Monitor will work with the DHS Procurement Officer to ensure contractor compliance under this Contract.

### **1.2.6 Contractor's Project Manager**

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 person for this contract with the Baltimore County OCS. This person must be available during normal business hours and at any other time in case of emergencies to make all necessary arrangements for guard services.

The Project Manager shall:

- 1.2.6.1 Meet with OCS Contract Monitor or designee, every three months to review at minimum security guard performance, security guard training, and discuss communication between the Agency and the Contractor. The Agency reserves the right to request additional meetings.
- 1.2.6.2 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.
- 1.2.6.3 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.
- 1.2.6.4 Provide the OCS Contract Monitor or designee with a copy of the Contractor's Organization Chart and updates they made within twenty-four hours and/or upon request.
- 1.2.6.5 Train replacement guards as needed. All replacement guards must be approved by the OCS Contract Monitor or designee.
- 1.2.6.6 The Project Manager must provide corrective action plans to the OCS Contract Monitor or designee within ten (10) business days for any issues such as guard performance, attendance, or otherwise specified. The OCS Contract Monitor or designee will review the plan and provide feedback and enhancements to the Contractor. The Baltimore County OCS must approve the corrective action plan. Should the Contractor and the OCS Contract Monitor not agree on an appropriate corrective action plan, then recommendation provided by the OCS Contract Monitor or designee will be the corrective action plan the Contractor must use.

## **1.2.7 Standards and Qualifications of Guard**

- 1.2.7.1 The security guard and replacement guards assigned to the Baltimore County OCS must meet the following general requirements:
  - A. Must be at least twenty-one (21) years of age;
  - B. Must be a high school graduate or have an equivalency certificate; with at least two (2) years of experience in security/law enforcement work;
  - C. Must have the ability to greet and interact positively and courteously with the public;
  - D. Must speak, read, and write English in a clear and concise manner;
  - E. Must be able to read, understand, and apply printed rules and directions;
  - F. Must be in good general health and able to stand and/or walk for an entire shift and able to lift or carry objects of up to fifty (50) pounds;
  - G. Must be capable of self-defense;
  - H. Must be able to run and climb stairs;
  - I. Must maintain a current First Aid Card and will be required to show the card upon request;
  - J. Must be CPR certified by the American Red Cross, American Heart Association, or other recognized certifying body;
  - K. Must not have criminal records or be on probation;
  - L. Must not have been convicted or charged with any form of domestic violence.

## **1.2.8 Qualifications Verification**

- 1.2.8.1 On the first day of the contract, the following information will be submitted to the Baltimore County OCS Contract Monitor or designee:

- A. Copy of security guard's drivers' license
- B. Copy of security guard's high school diploma or equivalency certificate
- C. Copy of security guard's resume that reflects two (2) years of experience in security/law enforcement
- D. Copy of current First Aid certification card
- E. Copy of CPR certification card
- F. Copy of security guards' background check

### **1.2.09 Replacement Security Guards**

- 1.2.09.1 Replacement guards must be approved by the Baltimore County OCS Contractor Monitor or designee
- 1.2.09.2 Replacement guards must be trained by the Contractor's Project Manager
- 1.2.09.3 Replacement guard qualifications verification listed in section 1.2.7.1 must be provided to the OCS Contract Monitor or designee before the replacement guard performs security guard services at the Baltimore County OCS.

### **1.2.10 Training**

- 1.2.10.1 Adequate training for security guards must be assured. Each guard must meet the following training/orientation requirements listed in section **1.2.10.2 and 1.2.10.3**, and the Contractor must submit to the OCS Contract Monitor or designee **written evidence** that each employee assigned to the Baltimore County OCS has been trained and certified as specified in this section within five (5) days of completing the training.
- 1.2.10.2 The OCS Contract Monitor or designee along with the contractor shall present an initial orientation for assigned and replacement guards of Baltimore County OCS. The orientation/training will include:
  - A. Tour of the building and grounds;
  - B. Location of fire, safety equipment, and alarms;
  - C. Use of an incident report;
  - D. Organization and mission of the Agency;
  - E. Post assignments;
  - F. Response procedures to emergencies, fire alarms, injured or sick persons, bomb threats, police assistance, other disasters;
  - G. Orientation to Agency programs;
  - H. Sign-In and Out procedures.
- 1.2.10.3 The Contractor 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 the contract at no additional cost to Baltimore County OCS. The training should include the following subjects:
  - A. Conduct on duty;
  - B. Appearance;
  - C. Uniforms and equipment;
  - D. Public relations;
  - E. Taking notes and notifying authorities;
  - F. Report writing;
  - G. Communication – Telephone, verbal, written;
  - H. Found property procedures;

- I. Bomb threat procedures;
- J. Security of elevators, proximity doors, alarms;
- K. Fire and safety procedures;
- L. First Aid and CPR;
- M. Legal restriction on search and seizure;
- N. Escort techniques;
- O. Observation and description detention;
- P. Terrorism and hostage situations;
- Q. Response to crime in progress;
- R. State Rules, Procedures, Policies.

- 1.2.10.4 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.
- 1.2.10.5 OCS Contract Monitor or designee is authorized to inspect, monitor, and evaluate the training curriculum. The OCS Contract Monitor or designee may ask for a copy of the training curriculum at any time and the Contractor shall provide the training curriculum within five (5) business days.
- 1.2.10.6 If training sessions are held during the week, it will be the Contractor's responsibility to have a replacement guard assigned to the Baltimore County OCS during these training sessions at no additional cost to the Baltimore County OCS.
- 1.2.10.7 All formal security training required shall be administered by persons who are certified by the state of Maryland as being qualified to instruct or teach the specific or topic required. Certification to instruct the specific subject shall be in the form of a certificate issued by an accredited institution recognized by the State of Maryland, 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.
- 1.2.10.8 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 OCS Contract Monitor or designee.

#### 1.2.11 Guard Duties

- 1.2.11.1 All guards assigned to this Contract shall follow, at a minimum, the DHS Security Guard General Orders (**Exhibit 3**). Guard duties to be provided shall include, but are not limited to the following:
  - A. Guard the premises against fire, theft, pilferage, malicious injury, damage and destruction.
  - B. Guard Supervisor -Make interior and exterior perimeter checks at minimum every two (2) hours for fires, unauthorized persons, mechanical system alarms, secured doors, unnecessary lights, and other things as specified by the OCS Contract Monitor or designee. Standard Guard should know how to make perimeter checks for back-up.
  - C. Permit only authorized persons to enter the Baltimore County OCS controlled access areas.
  - D. Report in writing any unusual occurrences and/or incidents that happen during the course of duty by way of an Incident Report (**Exhibit 1**).

This report must be completed immediately following an incident. The original report shall be given to the OCS Contract Monitor and a copy given to the Agency Procurement Specialist the next business day.

- E. Guard Supervisor will assure no unauthorized person or person(s) are in the building at the beginning of the shift and prior to close of shift. If customers are still in the building at the end of the shift, the guard shall remain until the last customer has left the building.
- F. Escort visitors to meeting rooms.
- G. Participate in scheduled disaster and fire drills in accordance with the agency's established evacuation plan. Supervisor Guard will make sure lobby and employee area are clear before leaving. If anyone is in the building he will ask them to leave, if they refuse he will leave and report it to the Baltimore County OCS Contract Monitor, Director of Baltimore County OCS or designee, immediately. Standard Guard should be able to perform this function if Supervisor Guard is absent.
- H. Patrol parking areas and grounds to prevent theft and vandalism to vehicles and property.
- I. Escort staff, visitors, and customers to and from cars in the parking lot during darkness or when requested.
- J. Guard shall be issued building access card. The building access card will be in the possession of the security guard at all times. The security guards will sign a document that states that he/she has received the building access card and the security guard must return the building access card since it is State property.
- K. The guard shall be given cipher codes and elevator codes.
- L. The guard shall notify the Baltimore County Police Department and the OCS Contract Monitor or designee in case of theft, vandalism, unauthorized entry, unsuccessful de-escalating situations, or any other crime. The guard shall write an Incident Report (**Exhibit 1**) and present it to the OCS Contract Monitor, Director of the Baltimore County OCS or designee no later than the next business morning.
- M. The guard shall write and submit Incident Reports (**Exhibit 1**) to the OCS Contract Monitor or designee for the following, but not limited to: Threats, Fire, Maintenance, Suspicious activity, Potential Safety Hazard, Verbal Abuse, Assault, Unusual Activity, etc.
- N. Direct service workers, delivery persons, and others to the correct entry and procedures.
- O. 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.
- P. Guards shall log in all visitors by name, purpose of visit, name of employee whom they are visiting, and issue 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.

- Q. Upon arriving to work, the guard will sign in. The guard will sign out at the end of the shift.
- R. Guards shall instruct customers to be seated in the waiting area in a quiet and orderly manner while waiting to be seen. At no time while on duty will the guard leave the Agency unattended. The Contractor Project Manager and the OCS Contract Monitor or designee must be notified if a guard has to leave the Agency while on duty and must stay at the Agency until a replacement guard has arrived.
- S. When requesting leave, the guard must notify the Contractor Project Manager and the OCS Contract Monitor as early in advance as possible so that that Contractor can find a replacement guard. The guard must notify the Contractor Project Manager and OCS Contract Monitor or designee **immediately** in the event of an unscheduled absence so that the Contractor can find a replacement guard.
- T. Politeness and courtesy must be shown to customers and employees at all times. Effective customer service is the Agency's primary goal.

#### **1.2.12 Guards Shall Not**

- 1.2.12.1 Carry any weapons such as guns, knives, mace, nightsticks, tasers, etc.
- 1.2.12.2 Leave the facility unattended.
- 1.2.12.3 Bring their children, grandchildren, relatives or pets to work with them or to babysit them during their shift.
- 1.2.12.4 Have visitors during their shift.
- 1.2.12.5 Fraternalize with customers, staff, and other guards while on duty.
- 1.2.12.6 Have congregating at the security desk.
- 1.2.12.7 Use force except to defend themselves or others when in immediate danger.
- 1.2.12.8 Make verbal or written statements regarding incidents, situations, or circumstances at the Baltimore County OCS facility. The exception is when logging an incident report as required elsewhere in these specifications.
- 1.2.12.9 Engage in any unauthorized investigative or detective work.
- 1.2.12.10 Surrender keys to any unauthorized individual without the prior approval of the OCS Contract Monitor or designee.
- 1.2.12.11 Disclose elevator codes, door cipher codes, access card, nor any other security codes of the Baltimore County OCS facility.
- 1.2.12.12 Remove keys, supplies, furniture, or equipment from the Baltimore County OCS facility.



- 1.2.12.13 Make personal telephone calls unless under extreme emergency situations consistent with the Agency's telephone policy or use any computer, personal or Baltimore County OCS related without the express permission of the OCS Contract Monitor or designee.
- 1.2.12.14 Eat or drink while on duty, except during breaks or specified lunch times; such exceptions will be confined to the employee's lunch room.
- 1.2.12.15 Smoke or chew tobacco in any area of the building while on duty or off duty.
- 1.2.12.16 Engage in loud or boisterous behavior.
- 1.2.12.17 Under the influence of alcohol or drugs (grounds for immediate termination).
- 1.2.12.18 Participate in any form of gambling.
- 1.2.12.19 Sleep while on duty.
- 1.2.12.20 Confiscate any money inadvertently left in the Agency or on the Agency grounds.
- 1.2.12.21 Permit customers or staff members to sit at the security desk with the guard.
- 1.2.12.22 Soliciting on State property is prohibited.
- 1.2.12.23 Make any arrests or detentions of individuals.
- 1.2.12.24 Sign a complaint on behalf of any State agency or State employee.
- 1.2.12.25 Request the towing of any vehicle without consent from the OCS Contract Monitor or designee.

### **1.2.13 Guard Equipment**

- 1.2.13.1 The Contractor shall issue and pay for equipment as specified below for all guards while on duty:
  - A. Guards 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.
  - B. Guards must be issued and wear name plates/tags with their names clearly printed and visible to the public while on duty.
  - C. Guards must have flashlights and all replacement batteries.
  - C. Other equipment as may be agreed upon as part of the terms of this contract.
  - D. Guards must have a two-way radio which must be kept in the guards' possession at all times while on duty.

### **1.2.14 Guard Appearance and Uniforms**

The successful vendor shall provide:

- 1.2.14.1 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.
- 1.2.14.2 The successful bidder shall provide guards clothing. Guards shall arrive ready for duty and completely outfitted. The uniform consists of the following:
  - A. Shirts (short sleeve and long sleeve), at least three (3) each
  - B. Uniform tie,
  - C. Uniform trousers, at least three (3)
  - D. Uniform winter coat or rain gear as the season and weather dictates.
- 1.2.14.3 All uniforms 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.
- 1.2.14.4 Shoes must be black and in good condition and polished.

### **1.2.15 Guard Uniform Expense**

The Contractor shall pay the cost, maintenance, and upkeep of uniforms; and cannot pass those costs to the employee (as a deduction from wages), in accordance with the Labor and Employment Article, § 3-503, Annotated Code of Maryland.

### **1.2.16 Guard Logs**

- 1.2.16.1 The Contractor shall provide a logbook for the guard to make daily shift entries of all activities and special notes. This logbook is to be reviewed weekly by the OCS Contract Monitor or designee.
- 1.2.16.2 All guards shall sign in and out in the logbook. At the beginning of each shift, all guards shall prepare the guard log by assigning that day's date, print and sign his/her name.
- 1.2.16.3 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 successful bidder, and/or possible termination of the contract.
- 1.2.16.4 All incidents must be reported in this log and provided to the OCS Contract Monitor, Director of the Baltimore County OCS or designee by the start of the next morning's shift.
- 1.2.16.5 At the conclusion of each shift, guards shall leave the log at their assigned desk for review by the OCS Contract Monitor or designee.

### **1.2.17 Assignment of Guards**

- 1.2.17.1 The Contractor must assign the same guard to the same shift on the same days of the week. This will ensure continuity for staff and the operation.
- 1.2.17.2 Replacement guards must have prior clearance and be trained in all aspects of required duties as described in Sections **1.2.09.2 and 1.2.09.3**. A summary of all possible

replacement guards shall be submitted to the OCS Contract Monitor in advance of the assignment of said replacement.

- 1.2.17.3 It shall be the Contractor's responsibility to assign a replacement guard who carries the same certifications as the assigned guard if the regular guard cannot report to Baltimore County OCS for work. No guard can leave their post until properly relieved of their duties.
- 1.2.17.4 The Contractor shall at no time furnish guards who have not met minimum qualifications and training as required by the contract.
- 1.2.17.5 All guards must be 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 this contract at the Baltimore County OCS.
- 1.2.17.6 The Contractor must furnish a qualified replacement guard within two (2) hours if assigned guard is absent for any reason. Failure to provide security will result in the contractor being held liable for costs incurred by the Agency to obtain security. Upon request by the OCS Contract Monitor or Director, the contractor agrees to remove any guard who, in the opinion of the Baltimore County OCS, is undesirable to perform guard service under this contract. The contractor must furnish a qualified replacement guard 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.

#### **1.2.18 Procedures for Security and Background Checks**

The Contractor must obtain background checks for personnel applying for security guard positions at the facility occupied by the Baltimore County OCS. The results of the background checks must be forwarded the OCS Contract Monitor or designee.

- 1.2.18.1 Background checks are required for all security guards assigned to the Baltimore County OCS. In order to allow the successful 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 ninety (90) days **pending satisfactory receipt of background checks**. In general, prospective guards with criminal records and/or probation will not be acceptable for work at the Baltimore County OCS.
- 1.2.18.2 **COMAR TITLE 19, SUBTITLE 4 of MD CODE ANNOTATE BUSINESS OCCUPATION AND PROFESSIONS ARTICLE.**

Each security guard provided under this contract shall be either: (1) certified as a security guard by the Secretary of the State of Police; or (2) meet one of the exceptions to security guard certification under Maryland Law.

##### Two Exceptions:

- First, a licensed security guard agency may provide an uncertified individual if the security guard agency 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.
- Second, 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.

### **1.2.19 Wages Protocols**

**The Contractor must pay the unarmed guards in accordance with the Maryland Living Wage Law (see Section 33). The Contractor must pay the unarmed guards accepted by the Baltimore County OCS a minimum of \$17.00 per hour, for the Guard Supervisor and a minimum of \$15.00 for the second (2<sup>nd</sup>) guard.** In the event the Living Wage rate for Tier 1 is increased during the contract period, the rate paid to employees shall be increased to meet or exceed that Living Wage, See Title 18, State Finance and Procurement Article, Annotated Code of Maryland. Increase in any state or federal wage rates may not be passed onto the agency or the State of Maryland and is the sole responsibility of the Contractor.

### **1.2.20 Responsibility for Keys**

It is the responsibility of the Contractor and his/her employees to ensure the safe keeping of all keys that have been assigned to them. In the event that any assigned key is lost or stolen, the contractor is responsible for any cost associated with re-keying or replacement of the locks involved. Any lost or stolen key will be reported to the OCS Contract Monitor or designee immediately, in writing and verbally.

### **1.2.21 Changes To Scope of Work**

- 1.2.21.1 Any change to the scope of this contract requires pre-authorization in writing to the OCS Contract Monitor, and the Agency Director.
- 1.2.21.2 The Procurement Officer may, at any time, change the scope of work of the contract by written contract modification. On the designated effective date, the contractor shall make the required changes in his operations.
- 1.2.21.3 Upon receiving notice of the change, the Contractors monthly invoice will be adjusted to reflect the value of the change in services under this contract.

### **1.2.22 Termination**

- 1.2.22.1 Baltimore County OCS 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.
- 1.2.22.2 Contractor will receive 30 days written notice from the Contract Monitor of any above cancellation action to this contract.

### **1.2.23 Contractor's Insurance**

- 1.2.23.1 The Contractor must furnish and keep in effect during the term of this contract the following:
  - A. 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, defamation of character, libel, slander, or other torturous acts of the Contractor's employees.

- B. Workman's Compensation Insurance as is required by the laws of the State of Maryland.
- C. Unless the Procurement Officer otherwise agrees and before the Contractor begins work, the Contractor must submit required certificates of insurance to the Procurement Officer for review and approval.
- D. Automobile Insurance - Third party legal liability claims arising from bodily injury and/or damage to property of others from the ownership, maintenance or use of any motor vehicle, both on-site and off-site, owned by the Contractor. The minimum combine limit for personal injury and property damage liability will be \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate, unless other limits are stated elsewhere in the Contract documents.
- E. 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 Procurement Officer, by certified mail, not less than 45 days' advance notice of any non-renewal, cancellation, or expiration. In the event the Procurement Officer receives a notice of non-renewal, the Contractor shall provide the Procurement Officer 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.
- F. Fidelity Bond - Contractor's employees must be bonded by a company approved by the 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 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. Contractor must deliver said bond or bonds to the State not later than time of award. The Contractor must provide the State with a notice of cancellation within thirty (30) days.

#### **1.2.24 Hourly Billing Rates**

- 1.2.24.1 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 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 in advance by the OCS Contract Monitor.
- 1.2.24.2 It shall be the Contractors responsibility to pay any shift differential for a substitute guard if a situation develops where a higher paid guard stands watch for a lower paid guard.
- 1.2.24.3 These rates will be used in computing additions to, or deductions from, the Contractor monthly payment, for changes to the specified duties and/or scope of work, 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 overhead and profit.

**1.2.24.4 The Contractor must pay the unarmed guards accepted by the Baltimore County OCS a minimum of \$17.00 per hour, for the Guard Supervisor and a minimum of \$15.00 for the second (2<sup>nd</sup>) guard.**

**1.2.25 Penalty for Failure to Provide Guard**

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 any time, to require performance of the provisions shall in no way affect the State's rights to enforce it for subsequent occurrences. If the OCS Contract Monitor or designee finds it necessary to assign State personnel to provide security for any amount of time for which the contractor was responsible under this contract, Baltimore County OCS 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 or another vendor to perform security duties normally performed by the successful bidder.

The State reserves the right to withhold payment in part or in full based on any claim of the State of a debt owed to the State arising from any other cause.

**1.2.26 State Supplied Services and Facilities**

The Baltimore County OCS will make available to the security guard, based on duty requirements, appropriate work area, photocopying services, fax machine, telephone, and controlled amounts of office supplies. Agency will supply hand-held wan, metal detector, batteries and maintenance. Parking space will be available, but will not be assigned.

**1.2.27 Reductions For Non-Performance Or Failure To Meet Standards:**

The following reductions shall be used in adjusting the Contractor's invoice when the Contractor fails to perform any task required in these specifications or performs any task below the standards as required in these specifications.

- a. First occurrence - written documentation notice from the Contract Monitor to the contractor.
- b. Second occurrence - written documentation and deduction of 1/60th of monthly invoice amount.
- c. Third occurrence - written documentation and deduction of 1/30th of monthly invoice amount.
- d. Reductions for "No Shows" may be based on the normal number of Contractor's personnel assigned to the building multiplied by the hours normally worked by the Contractor.
- e. Reductions for below standards work may be made if, after the second documented notification, the Contractor has not corrected the deficiency and State workers are assigned to perform the task. Reductions will be based on the hourly wage rate of the State employee assigned to perform the task times the hour/hours required for State workers to perform the

task.

- f. Reductions for non-performance may be made if the task was not done and State workers have to be assigned immediately to perform the task. Reductions will be based on the hourly wage rate of the State employee assigned to perform the task times the hour/hours required for State workers to perform the task.
- g. The referenced conditions (examples) may result in Termination of Contract for Default by the Procurement Officer.

### **1.2.28 Disputes Arising From Reductions:**

- a. Should the Contractor dispute the validity of a reduction determination made by the Assist Director, he may appeal the reduction to the Director of the Baltimore County OCS within seven (7) calendar days of receiving notice of the reduction.
- b. The Director of the Baltimore County OCS will review the reduction and make a written determination as to its validity within seven (7) days of the receipt of the appeal from the Contractor.
- c. Should the Contractor disagree with the decision of the Director of the Baltimore County OCS, the Contractor may appeal the Director of the Baltimore County OCS's decision to the Chief of Administrative Services for the Department of Human Services, 311 W. Saratoga Street, Baltimore, Maryland 21201 within seven (7) calendar days of the receipt of the Manager's decision.
- d. The Chief of Administrative Services shall review all documentation, evidence and arguments of the Contractor and the Director of the Baltimore County OCS and make a written determination as to the validity of the reduction within seven (7) days of receiving the appeal from the Contractor.

## **1.3 Security Requirements**

### **1.3.1 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.

### **1.3.2 Information Technology**

- (a) Contractors shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: [www.doit.maryland.gov](http://www.doit.maryland.gov) – keyword: Security Policy.

- (b) The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

### 1.3.3 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 and/or FBI background check and shall provide the Contract Monitor 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 Contract Monitor.

## 1.4 Insurance Requirements

- 1.4.1 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.
- 1.4.2 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.
- 1.4.3 Fidelity Bond – Contractor's employees shall be bonded by a company approved by the Maryland Insurance Commissioner to issue such bonds in Maryland. The bond or bonds shall protect the State against loss by 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 Contractor's employee, acting alone or in collusion with others, during the term of the contract. Said bond or bonds shall have a limit of \$2,500 per occurrence, per employee. Contractor must deliver said bond or bonds to the State no later that time of award.
- 1.4.4 Within five (5) Business Days of recommendation for Contract award, the Contractor shall provide the Contract Monitor 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 Contract Monitor. 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 Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
  - b. Commercial General Liability as required in Section 1.4.1.
  - c. Automobile and/or Commercial Truck Insurance as required in Section 1.4.2.
  - d. Employee Theft Insurance as required in Section 1.4.3.



- 1.4.5 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 Contract Monitor, by certified mail, not less than 45 days’ advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Monitor receives a notice of non-renewal, the Contractor shall provide the Contract Monitor 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.

**On the Certificate of Liability, the “DESCRIPTION OF OPERATIONS” shall read as follows:**

**“(TYPE OF SERVICE) at the (LOCATION). THE STATE OF MARYLAND IS INCLUDED AS AN ADDITIONAL INSURED SOLELY WITH RESPECT TO THE OPERATIONS AND ACTIVITIES OF THE NAMED INSURED”. (CONTRACT # and CONTRACTOR)**

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

## **1.5 Problem Escalation Procedure**

- 1.5.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must 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 Contract Monitor, as well as to other State personnel, as directed should the Contract Monitor not be available.

- 1.5.2 The Contractor must 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, must 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 Contract Monitor of any changes to the PEP.

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

## **1.6 Invoicing**

### **1.6.1 General**

- (a) All invoices for services shall be signed by the Contractor and submitted to the Contract Monitor. All invoices shall include the following information:
- Contractor name;
  - Remittance address;
  - Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
  - Invoice period;
  - Invoice date;
  - Invoice number
  - State assigned Contract number;
  - State assigned (Blanket) Purchase Order number(s);
  - Services provided; and
  - Amount due.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

- (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.

### **1.6.2 Invoice Submission Schedule**

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

- (a) At the end of each calendar month, the Contractor shall submit an invoice to the Baltimore County OCS for work done during the month. Invoices shall indicate the number of non-overtime hours and overtime (where applicable and previously approved by the Baltimore County OCS) work hours for the entire month.
- (b) Each invoice submitted shall clearly identify the month for which payment is due under this invoice period in a conspicuous place on the fact of the invoice. Copies of the time sheets for the invoice period must accompany the invoice.

- (c) The OCS Contract Monitor or designee shall not be responsible for any invoice submitted prior to the last day each month or after the 15<sup>th</sup> of the following month for which the services were rendered.

To avoid mailing problems, address all invoices to the following:

**DHS/Accounts Payable**  
**311 W Saratoga Street, 9<sup>th</sup> Floor**  
**Baltimore MD 21201**

### **1.7 MBE Reports**

This solicitation does not include a MBE Goal

### **1.8 VSBE Reports**

This solicitation does not include a VSBE Goal

### **1.9 SOC 2 Type II Audit Report**

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

### **1.10 End of Contract Transition**

The Contractor shall cooperate in the orderly transition of services from it to a subsequent contractor at the end of the contract term or upon receipt of a Notice of Termination from the State. Transition shall be provided in a prompt and timely manner, shall proceed in accordance with the schedule provided to the Contractor by the State in the Notice of Transition, and shall be for a period of at least sixty (60) days. Additional instructions regarding transition services may be provided in the event of a Notice of Termination issued by the State.

## **4. CONTRACT TERM**

The Contract resulting from this solicitation will be for a 6 month period beginning 10/15/2019 and ending on 03/31/2020

## **5. STATE CONTRACT MONITOR**

The State contract monitor for this Contract is:

Adina Tanasecu  
170 West Ridgely Road, Suite 200  
Lutherville, MD 21093  
410-561-2157

After Contract award, this person will serve as the primary point of contact for the Contractor in regards to the Contract resulting from this IFB. However, for certain contract related actions the Procurement Officer may communicate with the Contractor.

## **6. SUBMISSION INFORMATION**

The original, to be so identified, and one (1) copy of each Bid must be received by the Procurement Officer by **October 11, 2019 by 11:00 am** in order to be considered. Requests for extension of this date or time shall not be granted. Vendors mailing Bids should allow sufficient mail delivery time to insure timely receipt by the Procurement Officer. Bids or unsolicited modifications to Bids

arriving after the closing time and date will not be considered, except under the conditions identified in COMAR 21.05.02.10 B and 21.05.03.02 F.

***Oral, electronic mail, and facsimile Bids will not be accepted.***

**Bids are to be delivered to:**

Shirelle Green, Procurement Officer  
The Department of Human Services  
311 W. Saratoga Street, 940-B  
Baltimore, MD 21201  
410-767-7370

Inquiries must be directed to the Department at the above telephone number and address.

Bid Submission shall include:

1. Three References on company's letter bearing, name, address and telephone of current or former employer. All references must state, length of employment and job duties.
2. Attached Bid Form (B)
3. Proof of Insurance

**RECEIPT, OPENING, AND RECORDING OF BIDS:**

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.

The Bid Opening shall be on October 11, 2019 @ 1:00pm, 311 W. Saratoga Street, Baltimore, MD 21201

Opening and Recording: Bids and timely modifications to Bids shall be opened publicly, at the time, date and place designated in the Solicitation. 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.

**10. BASIS FOR AWARD**

The Contract will be awarded to the responsible Bidder whose submits a responsive Bid that meets the specifications set forth in the Small Procurement Solicitation, and provides the:

- a. Most Favorable Bid Price (Single-Step Sealed Bidding Solicitation)

In the event of tie bids, the provisions of COMAR 21.05.02.14 shall determine the successful bidder.

**11. DEPARTMENT CONTRACT**

The successful bidder will be expected to sign a contract with the Department; sample enclosed as **ATTACHMENT A**, small procurement contract DHS 615

## **12. CANCELLATION OF BIDS**

The State may cancel this Solicitation, in whole or in part, whenever this action is determined to be fiscally advantageous to the State or otherwise in the State's best interest. If the Solicitation is canceled, a notice of cancellation will be provided to all prospective Bidders who were sent this Solicitation or otherwise are known by the Procurement Officer to have obtained this Solicitation.

## **13. ACCEPTANCE OF BIDS**

The State reserves the right to accept or reject any and all Bids, in whole or in part, received in response to this Solicitation, or to waive or permit cure of minor irregularities to serve the best interests of the State of Maryland.

## **14. TIME OF BID ACCEPTANCE**

The content of this Solicitation and the Bid of the successful Bidder or Bidders will be included by reference in any resulting Contract. All prices, terms and conditions in the Bid are irrevocable for 90 days after the closing date for receipt of Bids or Best and Final Offers, if requested (Note: Best and Final Offers **CANNOT** be requested for Bids). This period may be extended by written mutual agreement between the Bidder and the requesting State organization.

## **15. PAYMENT**

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.

## **16. PROCUREMENT METHOD (Mandatory Provision)**

This award will be made in accordance with Code of Maryland Regulations (COMAR) 21.05.07, Small Procurement Regulations. Small procurement is defined as the use of procedures to obtain items reasonably expected by the Procurement Officer to cost \$50,000 or less.

**Minority Business Enterprises are strongly encouraged to respond to this solicitation.**