

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

**STATE OF MARYLAND**

**Wicomico County Department of Social Services /CSE**

 **Tri-County Multipurpose Center**

**31901 Tri-County Way**

**Suite 101**

**Salisbury, Maryland 21804**

**AND**

**INVITATION FOR BIDS (IFB)**

**FOR**

**UNARMED GUARD SERVICES FOR WICOMICO COUNTY DEPARTMENT OF SOCIAL SERVICES /CSE**

 DHR AGENCY CONTROL NUMBER: **WCDSS/CS/13-001-S**

**IMPORTANT NOTICE: *Prospective Bidders who have received this document electronically via eMaryland Marketplace or the DHR Web Page should immediately contact the Issuing Office and provide their name, mailing address, and e-mail address in order that communications regarding this IFB can be sent to them. Any prospective Bidder who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.***

***In order to receive a Contract award, a vendor must be registered on eMaryland Marketplace (eMM). eMM registration is free. The eMM website is*** [***https://emaryland.buyspeed.com/bso/***](https://emaryland.buyspeed.com/bso/)***.***

**The State of Maryland encourages Minority Business Enterprises to participate in this procurement process.**

**NOTICE TO BIDDERS: Questions or concerns regarding the MBE requirements of this solicitation must be raised before the opening of bids.**

Issued: January 18, 2013 ***(IFB Release Date)***

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

**KEY INFORMATION SUMMARY SHEET**

**STATE OF MARYLAND**

**Invitation for Bids**

**Unarmed Guard Services for Wicomico County Department of Social Services / CSE**

**AGENCY CONTROL NUMBER: WCDSS/CS/13-001-S**

**IFB Issue Date: *eMaryland Marketplace –* January 18, 2013**

**DHR Webpage – January 18, 2013**

**IFB Issuing Office:Department of Human Resources**

**Wicomico County Department of Social Services**

**Procurement Officer: Joseph Sorrells**

 **Phone: (410) 713-3920**

 **Fax: (410) 713-3910**

 **eMail:** **jsorrell@dhr.state.md.us**

**Bids are to be sent to: Wicomico County Department of Social Services/CSE**

 **201 Baptist Street**

 **Suite 27**

 **Salisbury, MD 21801**

 **Attention: Joseph Sorrells**

**Pre-Bid Conference: February 4, 2013 10:00AM @ Tri-County Multipurpose Center / CSE**

**Closing Date/Time: 4:00PM March 1, 2013**

**Bid Opening: 10:00AM March 4, 2013 @ Tri-County**

 **Multi Purpose Center / CSE**

STATE OF MARYLAND

NOTICE TO VENDORS/CONTRACTORS

To help us improve the quality of State solicitations, and make our procurement process more responsive and “business friendly”, we ask that you take a few minutes to complete this form. Please return your comments via fax or email to the Issuing Office (Section 1.2) with your bid, or “no bid”, as the case may be. Thank you for your assistance.

Bid Number: **WCDSS/CS/13-001-S**  entitled **\_\_\_ Unarmed Guard Service for Wicomico County Department of Social Services / CSE\_**

I. If you are not bidding, please indicate why:

 [ ] Other commitments preclude our participation at this time.
 [ ] The subject of the Contract is not in our business line.
 [ ] We lack experience in the work / commodities required.
 [ ] The scope of work is beyond our current capacity.
 [ ] We cannot be competitive. (Please explain below.)
 [ ] The specifications are either unclear or too restrictive. (Please explain below.)
 [ ] Bid requirements, other than the specifications, are unreasonable or too risky.

 (Please explain below.)

 [ ] Time for completion is insufficient.
 [ ] Bonding/Insurance requirements are prohibitive. (Please explain below.)
 [ ] Doing business with Government is simply too complicated.

[ ] Prior experience with State of Maryland Contracts was unprofitable or otherwise

 unsatisfactory. (Please explain in the Remarks section below.)

 [ ] Other:

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II. Please explain your response further, offer suggestions, or express concerns. (Use the back for additional information.)

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

OPTIONAL

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

Contact : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_

Address or email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**THANK YOU!!!**

**SECTION I. OBJECTIVE OF INVITATION FOR BIDS**

**1.1 Summary Statement**

The Wicomico County Department of Social Services / Child Support Enforcement (WCDSS / CSE), a unit of the Maryland Department of Human Resources (DHR) intends to acquire unarmed security guard services during normal business hours for its facility in Salisbury, Maryland. The Contract will be for a one-year period beginning on or about April 1, 2013. Only one award will be made as a result of this solicitation.

**1.2 Issuing Office**

The sole point of contact in the State for purposes of this IFB is the issuing office presented below:

**Joseph Sorrells, Procurement Officer**

**Wicomico County Department of Social Services**

**201 Baptist Street**

**Suite 27**

**Salisbury, Maryland 21801**

**Phone: 410-713-3920**

**Fax: 410-713-3910**

Email: jsorrell@dhr.state.md.us

**1.3 Pre-Bid Conference**

A Pre-Bid Conference and Site Visit will be held on February 4,2013 beginning at 10:00 AM at the Wicomico County Department of Social Services / Child Support Enforcement, 31901 Tri-County Way, Suite 101; Salisbury, Maryland 21804.

In order to assure adequate seating and other accommodations at the Pre-Bid Conference, it is requested that by January 31, 2013, all potential Bidders planning to attend call the Procurement Officer (ref. Section 1.2) or send an e-mail with such notice. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, provide at least five (5) days notice of such need and WCDSS / CSE will make reasonable efforts to provide such special accommodation.

As promptly as is feasible subsequent to the Conference, a summary of the Pre-Bid Conference and all questions and answers known at that time will be made available to all prospective Bidders known to have received a copy of this IFB, free of charge, via *eMaryland Marketplace,* [**https://emaryland.buyspeed.com/bso/**](https://emaryland.buyspeed.com/bso/) and the DHR web page, [**www.dhr.state.md.us**](http://www.dhr.state.md.us).

**1.4 Electronic Procurement Authorization**

A. The following transactions are authorized to be conducted by electronic means on the terms described. “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, electronic mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g. *e-Maryland Marketplace* and DHR’s web page), and electronic data interchange.

1. The Procurement Officer may conduct the procurement using e-Maryland Marketplace, the DHR web page, e-mail or facsimile to issue:

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

b. any amendments;

c. pre-bid conference documents;

d. questions and responses;

e. communications regarding the solicitation or bid to any Bidder including requests for clarification or explanation;

f. notices of award selection or non-selection; and

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

2. A Bidder or potential Bidder may use e-mail or facsimile to:

a. ask questions regarding the solicitation;

b. reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer; or,

c. submit a "No Bid” response to the solicitation.

3. The Procurement Officer, the State Project Manager and the Contractor may conduct day-to-day Contract administration, except as outlined in section B of this subsection utilizing e-mail, facsimile or other electronic means if authorized by the Procurement Officer or State Project Manager.

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

1. submission of initial bids;
2. filing of protests;
3. filing of Contract claims;
4. submission of documents determined by DHR to require original signatures (e.g. Contract execution, Contract modifications, etc.); or
5. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder be provided in writing or hard copy.

C. Any facsimile or electronic mail transmission is only authorized to the facsimile numbers or electronic mail addresses for the identified person(s) as provided in the IFB, the Contract, or at the direction from the Procurement Officer or State Project Manager.

**1.5 Questions and Inquiries**

Written questions from prospective Bidders will be accepted by the Procurement Officer (ref. Section 1.2) prior to the Pre-Bid Conference. As practical and appropriate, the answers to these pre-submitted questions will be provided at the Pre-Bid Conference. No substantive question will be answered prior to the Pre-Bid Conference. Additionally questions, both written and oral, will be accepted from the prospective Bidders at the Pre-Bid Conference and will be answered at this conference or in a subsequent transmittal, which will be posted on the Department’s website and *e-Maryland Marketplace*.

Questions will also be accepted subsequent to the Pre-Bid Conference. All post-Conference questions shall be submitted in a timely manner to the Procurement Officer only. The Procurement Officer will, based on the availability of time to research and communicate an answer, decide whether an answer can be provided before the Bid due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor will be distributed to all prospective Bidders who are known to have received a copy of the IFB.

Subsequent to the Conference, additional pre-bid questions may be submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer.

**Should a potential Bidder identify alleged ambiguities in the specifications or Contract provisions included in the IFB, or should there be doubt as to the meaning or intent of any section or subsection herein, the potential Bidder must request clarification from the Procurement Officer prior to the Bid due date. Failure to do so may prevent consideration of a future protest (see COMAR 21.10.02.03).**

**1.6 Bid Closing Date**

The original, to be so identified, and 2 copies of each Bid must be received by the Procurement Officer (ref. Section 1.2) by **4:00 PM; Friday March 1, 2013** 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 (ref. Section 1.2). 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.**

**1.7 No Bid Statement**

Bidders not responding to this solicitation are requested to complete and submit the Notice to Vendors/Contractors form that includes the company information and the reason for not responding (i.e. too busy, cannot meet mandatory requirements, etc). This form is located immediately after the Key Information Summary Sheet.

**1.8 Bid Modification or Withdrawal**

Bids may be modified or withdrawn by written notice received in the issuing office before the time and date for Bid opening indicated in Section 1.8.

**1.9 Acceptance of Bid Duration and Content**

At the option of the Department, sections of this IFB may be included by reference in any resulting Contract. Bids are to be valid for 120 days following the closing date for Bid receipt in response to this IFB. This period may be extended by written mutual agreement between the vendor and the requesting State organization.

***(The period the bids must be valid may be changed if a determination is made that it is in the best interest of the State.)***

**1.10** **Bid Opening Date**

Bids will be opened publicly in accordance with the provisions of COMAR 21.05.02.11B as follows:

Time: **10:00AM**

Date: **Monday, March 4, 2013**

Place: **Wicomico County Department of Social Services / CSE**

 **Tri-County Multipurpose Center**

Upon receipt, Bids and modifications shall be kept confidential and held in a secure place until the established opening date. Bids and modifications will be opened publicly. The name of each Bidder, the Bid price, and such other information as is deemed appropriate shall be read aloud or otherwise conveyed at the time of Bid opening. The Bids shall be tabulated or a Bid abstract made. **Bids will be made available for public inspection at or within a reasonable time after Bid opening. Any material deemed confidential or proprietary by the Bidder must be clearly marked and shall be readily separable from the Bid to facilitate public inspection of the non-confidential portion of the Bid. A blanket statement declaring the entire Bid confidential is not acceptable.**

**1.11 State Project Manager**

 The State Project Manager for this Contract is:

**Mark Tyler, Esq.**

 **Attorney for Child Support Enforcement**

**Wicomico County Department of Social Services**

**Tri-County Multipurpose Center**

**31901 Tri-County Way**

**Suite 101**

**Salisbury, Maryland 21804**

**Phone: 410-713-3125**

**Fax: 410-572-2796**

Email: mtyler@dhr.state.md.us

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.

**1.12 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 State Project Manager on the assignment and supervision of guards assigned under this Contract.

**1.13 Glossary of Terms**

**Bid**

A statement of price, terms of sale, and description of the services offered by a bidder in response to an invitation for bids under procurement by competitive sealed bidding.

**Code of Maryland Regulations (COMAR)**

Codification of regulations that implement State law and is published by the Maryland Secretary of State, Division of State Documents. COMAR can be accessed on-line at: [**http://www.dsd.state.md.us/comar/**](http://www.dsd.state.md.us/comar/).

**Contract**

The agreement entered into by the Department and the successful Bidder resulting from this Invitation for Bids.

**Contractor**

The company or organization awarded a Contract resulting from this Invitation for Bids.

**Child Support Enforcement (CSE)**

A unit of State government responsible for the establishment and enforcement of paternity and child support orders. At the Wicomico County Department of Social Services, this unit operates under the name, Bureau of Support Enforcement (BOSE). In order to establish and enforce child support orders against non-custodial parents, BOSE brings legal action against the parents.

**Department of General Services (DGS)**

A State agency responsible for the management, operation, and maintenance of multi-agency State facilities. DGS also assesses State-owned facilities and manages the renewal funds of those facilities. In addition, as a primary procurement agency, DGS manages centralized procurement of materials, supplies and equipment used by State agencies. DGS serves as the procurement control agency over DHR for commodities and facilities maintenance Contracts.

**Department of Human Resources (DHR or Department)**

The Department is Maryland’s fourth largest State agency and serves families and individuals who, due to financial hardship, disability, age, chronic disease, or any other cause, need help in obtaining the basic necessities of food and shelter. Children in particular are the concern of day care, foster care, adoption, and protective services that also extend to vulnerable adults. DHR directs State programs for homeless persons, migrant workers, victims of crime and women who are displaced, battered or assaulted. DHR also administers federally funded programs such as Child Support, Family Investment, the Food Supplement Program, and Medical Assistance.

**Invitation for Bids (IFB)**

The written solicitation, whether attached or incorporated by reference, for soliciting Bids from Bidders for Unarmed Guard Services pursuant to State procurement statutes and regulations. COMAR 21.01.02.01B (48).

**Wicomico County Department of Social Services (WCDSS or Agency)**

A unit of the Department established or designated by Wicomico County government pursuant to Human Services, Title 8, Subtitle 3, to ensure the implementation of a local, interagency service delivery system for children, youth, and families.

**Most Favorable**

A bid received from a responsible bidder that is the lowest bid price or lowest evaluated bid price or the bid or evaluated bid that yields the greatest revenue for the State under a revenue-producing procurement contract subject to this title.

**Responsible**

A person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability that shall assure good faith performance.

**Responsive**

A bid submitted in response to an invitation for bids that conforms in all material respects to the requirements contained in the invitation for bids.

**State Fiscal Year**

Maryland’s fiscal year that begins on July 1 of each year and ends on June 30 of the following year.

**“THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK”SECTION II. GENERAL INFORMATION**

**2.1 Purpose**

The overall purpose of this IFB is to provide information to vendors interested in preparing and submitting Bids to meet the requirements for contractual services described herein.

**2.2 Amendments to the IFB**

If it becomes necessary to revise this IFB before the due date for Bids, amendments will be provided to all vendors who were sent this IFB or otherwise are known by the Procurement Officer to have obtained this IFB. Amendments made after the due date for Bids will be sent only to those Bidders who submitted a timely Bid.

Acknowledgment of the receipt of all amendments to this IFB issued before the Bid due date must accompany the Bid in the Transmittal Letter accompanying the Bid. Acknowledgement of the receipt of amendments to the IFB issued after the Bid due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Bidder from complying with all terms of any such amendment.

**2.3 Amendment or Cancellation of the IFB**

The State may amend or cancel this IFB, in whole or in part, at any time before the opening of the Bids. All prospective Bidders who were sent the IFB or otherwise are known by the procurement officer to have obtained this IFB will be notified of any amendment or cancellation.

**2.4 Bid Acceptance**

The State reserves the right to accept or reject any and all Bids, in whole or in part, received as a result of this IFB, to waive minor irregularities in Bids, or to allow the Bidder to correct a minor irregularity if the best interest of the State will be served.

**By submitting a Bid in response to this IFB, a Bidder shall be deemed to have accepted all the terms, conditions, and requirements set forth in this IFB unless otherwise clearly noted and explained in its Bid as an attachment to the transmittal letter *(or form)* as required in Section 4.1. A Bid that takes exception to these terms may be rejected.**

**2.5 Additional Information**

Vendors who submit Bids may be required to make individual presentations to State representatives in order to clarify their Bids.

**2.6 Incurred Expenses**

The State will not be responsible for any costs incurred by any vendor in preparing and submitting a Bid, including making a presentation or conducting an on-site inspection. Any expenses incurred by State personnel or representatives for on-site inspections will be borne by DHR.

**2.7 Economy of Preparation**

Bids should be prepared simply and economically, providing a straightforward, concise description of the vendor's Bid to meet the requirements of the IFB.

**2.8 State Supplied Services and Facilities**

WCDSS / CSE will make available to the security guards, based on duty requirements, appropriate working areas, photocopying services (upon request through the State Project Manager), and a controlled amount of office supplies (pens, pencils, and other justifiable office supplies).

The State agrees:

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 CSE or designee and furnished to the Contractor after award of the Contract. The Assistant Director for CSE or designee may alter these instructions at any time.
2. Not to solicit the Contractor’s employees for hire.
3. To provide an initial orientation to guards. The orientation will include a tour of the facilities and an overview of:
	1. Fire and safety equipment
	2. WCDSS / CSE security system
	3. Emergency procedures
	4. The DHR Incident Report (**Attachment G**)
	5. The organization and mission of the Agency
	6. Post assignments
	7. Response procedures to emergencies, fire alarms, injured or sick persons, bomb threats, police assistance, or other disasters
	8. Agency programs
	9. Sign-in and out procedures

**2.9 Working Hours and Location**

Services will be provided at the WCDSS / CSE facility located at 31901 Tri-County Way, Suite 101, Salisbury, Maryland. The following schedule represents the minimum number of hours anticipated for the scope of the Contract. WCDSS will notify the Contractor of any additional after-hours services on an as-needed basis in writing.

* Guards are expected to be present at the WCDSS / CSE facility from 8:00 a.m. – 5:00 p.m., Monday through Friday, except State of Maryland closure days. Information regarding State closure days is available at <http://dbm.maryland.gov/employees/Pages/StateHolidays2013.aspx>.
* Guards working a full 8-hour day will have an hour each day for lunch.

Publicly announced emergency days off (including full and partial 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 also be observed by WCDSS / CSE, and will not be billable by the Contractor under this Contract.

**2.10 Contract Term**

The Contract awarded as a result of this solicitation shall be for a period of one (1) year. It shall begin on or about April 1, 2013 or the date approved by DHR, and end on March 31, 2014; however, if the term does not start on April 1, 2013, the Contract will last for one year from the Contract start date.

**2.11 Bid/Proposal Affidavit**

The **Bid/Proposal Affidavit** **(Attachment B)** must be completed by all Bidders responding to this IFB and submitted as a part of the vendor's Bid. This Affidavit includes commercial nondiscrimination, minority business enterprise, anti-bribery, and non-collusion, debarment, and tax payment affirmations.

**2.12 Public Information Act Notice**

Bidders should give specific attention to the identification of any portions of their Bids other than the Price Bids which they deem to be confidential, proprietary information or trade secrets and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. A blanket statement declaring the entire Bid confidential is not acceptable.

**2.13 Contractor's Responsibilities**

The State will enter into contractual agreement(s) with the selected Bidder(s). The selected Bidder(s) shall be responsible for all services as required by this IFB. Subcontractors are prohibited from performing the services under any contractual agreement resulting from this solicitation without the prior approval of the State.

If a Bidder that seeks to perform or provide the services required by this IFB is the subsidiary of another entity, all information submitted by the Bidder, such as but not limited to, minimum Bidder requirements, references and financial reports, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder’s Bid shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

**2.14 Corporate Registration**

All corporations doing business in Maryland are required by law to be registered with the State of Maryland, Department of Assessments and Taxation, Comptroller’s Office as well as with the Department of Labor, Licensing and Regulation and must have a resident agent. The resident agent must be either an individual (not the corporation itself) with an address within the boundaries of Maryland or a corporation which represents other corporations as a resident agent.

Any potential Bidder who is not sure of resident/foreign corporate status is advised to contact the Maryland Department of Assessments and Taxation, at 410-767-1340. It is strongly recommended that any potential Bidder be completely registered prior to the due date for receipt of Bids. Failure to do so may result in an otherwise successful Bid being deemed unacceptable.

**2.15 Contract Affidavit**

The **Contract Affidavit** **(Attachment C)** must be completed and submitted by the selected Bidder within 10 work days from notification of the recommendation for award. This affidavit includes the financial, political and drug and alcohol free work place affirmations and a reaffirmation of the Bid/Proposal Affidavit.

**2.16 General Contractual Conditions**

Any Contract resulting from this IFB shall be governed by the laws of the State of Maryland and shall include at a minimum all the terms and conditions set forth in the **Services Contract** **(Attachment D)** and the **Contract Affidavit** **(Attachment C)**.

Prior to award, both the Contract and the Affidavit must be completed along with witnessed signatures and dates and submitted by the recommended Contractor.

**2.17 Contract Type**

The Contract that results from this IFB shall be a fixed price contract in accordance with COMAR 21.06.03.02.A (2).

**2.18 Payment Terms/Billing**

1. Payment of Invoices

At the end of each calendar month, the Contractor shall render to the State Project Manager or his/her designee their invoice for work done during the month by no later than the 15th of the month following the report 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.

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

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.

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.

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

Invoices must be addressed to:

**Mark Tyler, State Project Manager**

**Wicomico County Department of Social Services / CSE**

**Tri-County Multipurpose Building**

**31901 Tri-County Way, Suite 101**

**Salisbury, MD 21804**

The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required services and/or reports within the timeframe specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract. Payment of withheld funds will be released upon the receipt and approval of all outstanding reports, or submittal and approval of a corrective action plan for violations of Contract performance.

**2.19 Electronic Funds Transfer (EFT)**

Electronic funds transfer will be used by the State to pay Contractor(s) for this Contract and any other State payments due Contractor(s) unless the State Comptroller’s Office grants Contractor(s) an exemption. The selected Bidder shall register using the attached form **COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form** **(Attachment E)** upon notification of selection for award. If your organization has previously registered for EFT with the Comptroller’s Office, unless there has been a change, there is no need to re-register. If previously registered, indicate that information on the COT/GAD X-10 form and return the form to the Procurement Officer upon notification of selection for award. Any request for exemption must be submitted to the State Comptroller’s Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

**2.20 Procurement Method**

This procurement is being conducted in accordance with COMAR Title 21.05.02, Procurement by Competitive Sealed Bidding.

**2.21 Acceptance of Terms and Conditions**

By submitting a Bid in response to this IFB, the vendor shall be deemed to have accepted all the terms, conditions, and requirements set forth in this IFB.

**2.22 Compliance with Law**

By submitting a Bid in response to this IFB, the vendor, if selected for award, agrees that it will comply with all Federal, State, and local laws and regulations applicable to its activities and obligations under the Contract. By submitting a Bid in response to the IFB, the vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and if selected for award, that it shall not become so in arrears during the term of the Contract.

**2.23 Contract Award**

Award of a Contract(s), if any, will generally be made within one hundred-twenty (120) days after the closing date for submission of Bids and shall be subject to appropriate Federal and State approvals. The Contract shall be awarded to the responsible Bidder whose Bid meets the specifications set forth in the Invitation for Bids and provides the lowest price. The State reserves the right to make the award by item, or groups of items, or total Bid if it is in the best interest of the State to do so, unless the Bidder specified in his Bid that a partial or progressive award is not acceptable.

***(The period for which the Bids must be valid may be changed if a determination is made that it is in the best interest of the State.)***

**2.24 Tie Bids**

In the event of a tie bid(s), the process documented in COMAR 21.05.02.14 shall apply.

**2.25 *eMaryland Marketplace* (eMM) Registration**

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

**In order to receive a Contract award from the State, a vendor must be registered on *eMaryland Marketplace***. Registration is free. Go here to register: [**https://emaryland.buyspeed.com/bso/**](https://emaryland.buyspeed.com/bso/)**.** Click on "Registration" to begin the process and follow the prompts. As a registered vendor to *eMaryland Marketplace*, you will be privileged to many benefits including:

* **Online Goods and Services Profile:**
You can create and maintain your company's goods and services profile with the State. Your online profile will allow you to receive solicitations issued by the State that are in your area of interest.
* **Instant Notification of Opportunities:**
Registered vendors will receive instant, automatic notification via e-mail when a procurement opportunity is issued by State and Maryland local government buying organizations in your area of interest.
* **Solicitations Online:**
You can review and respond to State and in some cases Maryland local government issued solicitations via the Internet without leaving your desk.

**Note: *eMaryland Marketplace* registration is active for one year and must be active at the time of Contract award. *eMaryland Marketplace* registration should be maintained thereafter in order to receive notice of future procurement opportunities.**

**2.26 Protests**

A vendor may protest the proposed award or the award of a Contract for this procurement. Any protest must be filed in accordance with Title 15, Subtitle 2 of the State Finance and Procurement Article, Annotated Code of Maryland, and COMAR 21 (State Procurement Regulations), Subtitle 10, Administrative and Civil Remedies.

**2.27 Confidentiality**

Except in accordance with a court order, neither Party shall use or disclose any information concerning a recipient of the services provided under this agreement for any purposes not directly connected with the administration of such services, except upon written consent of the Party providing the information and the recipient or his or her responsible parent, guardian, or legal representative or as required under §10-611 et seq., State Government Article, and Title 1, Subtitle 2, Human Services Article - Maryland Annotated Code and COMAR 07.01.07.

Nothing in this Agreement shall prevent the Parties from using and disclosing statistical data derived from information concerning a recipient of the services provided under this Agreement so long as that statistical data does not identify any recipient of such services.

**2.28 False Statements**

Bidders are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

1. In connection with a procurement Contract a person may not willfully;
	1. falsify, conceal, or suppress a material fact by any scheme or device;
	2. make a false or fraudulent statement or representation of a material fact; or
	3. use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
2. A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding $20,000 or imprisonment not exceeding five (5) years or both.

**2.29 Minority Business Enterprises**

Minority Business Enterprises are encouraged to respond to this solicitation.

**2.30 Minority Business Enterprise Participation**

No MBE Subcontracting goal has been established for this procurement.

**2.31 Late Payment of Subcontractors – Prompt Payment Policy**

A. If a Contractor withholds payment of an undisputed amount to its subcontractor(s), DHR at its option and in its sole discretion, may take one or more of the following actions:

1. Not process further payments to the Contractor until payment to the subcontractor is verified,
2. Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work,
3. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due,
4. Place a payment for an undisputed amount in an interest-bearing escrow account, or
5. Take other or further actions as appropriate to resolve the withheld payment.

 B. An “undisputed amount” means an amount owed by a Contractor to a subcontractor for which there is no good faith dispute, including any retainage withheld, and includes an amount withheld because of issues arising out of an agreement or occurrence unrelated to the Contract under which the amount is withheld.

 C. An act, failure to act, or decision of a Procurement Officer or a representative of DHR concerning a withheld payment between a Contractor and its subcontractor(s) under this policy directive, may not:

1. Affect the rights of the contracting parties under any other provision of law;
2. Be used as evidence on the merits of a dispute between DHR and the Contractor in any other proceeding; or
3. Result in liability against or prejudice the rights of DHR.

 D. The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.

 E. To ensure compliance with certified MBE subcontractor participation goals, DHR may, consistent with COMAR 21.11.03.13, take the following measures:

1. Verify that the certified MBEs listed in the MDOT Certified MBE Utilization and Fair Solicitation Affidavit actually are performing work and receiving compensation as set for in the MDOT Certified MBE Utilization and Fair Solicitation Affidavit.
2. This verification may include, as appropriate:

a. Inspecting any relevant records of the Contractor

1. Inspecting the jobsite; and
2. Interviewing subcontractors and workers.
3. Verification shall include a review of:

1) The Contractor’s monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and

2) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.

1. If DHR determines that a Contractor is in noncompliance with certified MBE participation goals, then DHR will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action.

a. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MDOT Certified MBE Utilization and Fair Solicitation Affidavit.

4. If DHR determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that DHR requires, then DHR may:

a. Terminate the Contract;

b. Refer the matter to the Office of the Attorney General for appropriate action; or

c. Initiate any other specific remedy identified by the Contract, including the contractual remedies stated above regarding the payment of undisputed amounts.

5. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

**2.32 Insurance Requirements**

1. The Contractor agrees and is required to furnish and keep in effect during the term of the contract the following insurance coverage:
2. General liability insurance in the amount of $1,000,000 per occurrence

And $5,000,000 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 tortuous conduct caused by any acts of the Contractor’s employees while acting within the scope of their duties.

1. The Contractor shall provide Worker's Compensation Insurance coverage for all personnel assigned under this contract as is required by Maryland law.
2. This insurance coverage will be maintained in current and up-to-date status for the entire term of this contract.

Upon execution of a Contract with the State, current certificates of insurance will be provided to the State.

The State shall receive written notification of non-renewal and/or cancellation from the issuer of the insurance policies at least forty-five (45) days before the expiration of said policies. Notice shall be sent to the State Project Manager. In the event the State receives a notice of non-renewal and/or cancellation, the Contractor must provide the State Project Manager with an insurance policy from another carrier at least thirty (30) days prior to the expiration of the non-renewed insurance policy. Failure to provide proof of insurance will result in the Contract being terminated for default.

**2.33** **Certification Regarding Lobbying**

Section 319 of Public Law 101-121 prohibits the use of Federal funds for lobbying Federal officials, including members of Congress, in connection with a specific Contract, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement. The law also requires the disclosure of lobbying efforts using other than Federal funds. Each bid must include a completed **Certification Regarding Lobbying (Attachment F)**.

**2.34 Fidelity Bond**

The 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 that the time of award of the contract, contractor must deliver said bond to the State. The Contractor must provide the State with a notice of cancellation within fifteen (15) days.

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**SECTION III. SPECIFICATIONS**

**3.1 Background**

WCDSS / CSE is a local Agency of DHR and serves as the primary source of financial aid and social services for citizens in need in Wicomico County. These citizens frequently visit the WCDSS / CSE location at 31901 Tri-County Way Suite 101 in Salisbury MD, often distraught upon arrival. In addition to needy Wicomico County citizens, community and State officials also visit WCDSS / CSE throughout the week. Given this, one priority of WCDSS / CSE is the security of its building and its twenty-four (24) employees.

**3.2 Objectives**

The intent of the Contract is to provide quality uniformed, unarmed guard services for customers and staff of WCDSS / CSE

**3.3 Scope of the Project**

The Contractor shall furnish all labor, equipment, and supplies necessary to perform the unarmed guard services for the WCDSS / CSE building, grounds, and parking lot in strict conformity with the methods and conditions hereinafter specified.

Security Guard Services will be provided by placing one (1) guard on-site for all State workdays, Monday through Friday from 8:00 a.m. to 5:00 p.m., and during additional extended hours as needed which will be requested by WCDSS / CSE to the vendor through e-mail. As guards assigned to WCDSS / CSE will interact with the public, they must be able to maintain poise and self-control and have the ability to defend themselves or others against threats of violence or force. Additionally, guards will be required to prepare reports and entries in a log book.

Public access exists at the front entrance of the building and visitors report to the guard station in the main entrance lobby. Guards occasionally perform duties associated with building evacuation.

**3.4 Bidder Minimum Qualifications**

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 unarmed guard services. The experience must have been gained within the past five (5) years. The experience of officials gained prior to the formation of a corporation or other business entity will be considered when evaluating responsibility.

**3.5 Contractor Requirements**

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

1. Standards and Qualifications of Guards

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

* + - Is certified as either a security guard or police officer under the laws of the State of Maryland;
		- Is at least twenty-one (21) years of age;
		- Has a high school diploma or equivalent, with at least two years of experience in security enforcement work;
		- Can stand and/or walk for an entire shift;
		- Can climb stairs, run and lift objects weighing up to 50 pounds;
		- Maintains a current First-Aid Certification, and can show their certification card upon request;
		- Is certified for CPR by the American Red Cross or the Heart Association or other recognized certifying body;
		- Has the ability to meet and deal positively and courteously with the general public;
		- Exhibits and maintains poise and self control;
		- Is capable of self-defense;
		- Is in good general health;
		- Is adequately trained to perform the duties listed in Section 3.5 E; and
		- Has a working knowledge of walk-through metal detectors and hand held scanners.

 Any type of military service may be credited toward meeting the requirements listed above with proper back-up paperwork.

1. Qualifications Verification

On the first day of the Contract, the Contractor shall submit the following documents to the State Project Manager or designee:

* 1. Security guard’s certification card;
	2. Security guard’s drivers’ license;
	3. Security guard’s high school diploma or equivalency certificate;
	4. Security guard’s resume that reflects two (2) years of experience in security/law enforcement;
	5. Current First Aid certification card;
	6. CPR certification card;
	7. Security guards’ background check from State and Federal Authorities; and
	8. Completed MS100 Form or equivalent employment application.
1. Training

The Contractor shall provide adequate training for security guards prior to assigning a guard to this contract. Each guard must meet the following training requirements, and the Contractor must submit to the DHR Contract Administrator and the State Project Manager or designee **written evidence** that each employee assigned to WCDSS / CSE has been trained and certified as specified in this section within seven (7) days of completing the training.

 The Contractor shall:

* + - Be responsible for arranging and providing all necessary or required job-related training and training facilities, on an ongoing and consistent basis, for the term of the contract, at no additional cost to WCDSS / CSE.
		- Submit a training curriculum and a test covering the training topics as a part of its Bid. The training curriculum and test must be approved by the State Project Manager and the DHR Contract Administrator prior to any training being administered.
		- Conduct a minimum of twenty-four (24) hours of training and issue prospective guards a test on the training topics. Guards shall score 85% or above on this test in order to be eligible for hire into this position. The State Project Manager may periodically request proof of testing and scores at any time throughout this contract. Training must consist of the subjects listed below:

 **Part I - eight (8) hours**

 Conduct on duty

 Appearance

 Equipment

 Public Relations

 Taking notes and notifying authorities

 Report writing

 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

* + - Ensure that all formal training required shall be administered by persons who are certified as being qualified to instruct or teach the required subjects or topics. Certification shall be in the form of a certificate issued by an accredited institution, or by documentation that the person instructing has sufficient experience in/with the subject to be able to instruct in an authoritative, practical and current manner.
		- Within seven (7) working days after the completion of training, submit a written report of the training sessions and resulting test scores to the State Project Manager. Failure to submit documentation of completed training as required will result in the removal of the guard from the project until such time as the documentation has been submitted.
		- Authorize the DHR Contract Administrator or the State Project Manager or designee to inspect, monitor and evaluate the conduct of all training procedures.
		- Ensure that each guard is required to attend and complete all training.

**Exception:**

If the security guard is currently certified by the Maryland Police and Corrections Training Commission as a police officer, the security guard does not have to attend training.

1. Replacement of Guards

Replacement guards must be approved by the DHR Contract Administrator and the State Project Manager or designee prior to commencing work under this Contract.

Replacement guards shall be trained by the Contractor’s Project Manager and shall meet the training requirements listed in Section 3.5 C. Training must be completed prior to any replacement guards assuming guard responsibilities. Contractor shall have seven (7) days from the replacement guard’s start date to submit documentation of completed training to the State Project Manager.

The Contractor shall submit verification of a replacement guard’s qualifications, listed in Section 3.5 B, to the State Project Manager or designee before the replacement guard performs security guard services at WCDSS /CSE.

1. Guard Duties

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

* 1. Guarding premises against fire, theft, pilferage, malicious injury, damage and destruction.
	2. Making building rounds at least once at the beginning of the guard shift, once in the middle of the shift, and once before the end of the guard shift, to check for fires, unauthorized persons, mechanical system alarms, secured doors, unnecessary lights, and other things as specified by the State Project Manager or designee.
	3. Permitting only authorized persons to enter the Agency premises.
	4. Reporting in writing any unusual occurrences and/or incidents that happen during the course of duty by way of a DHR Incident Report (**Attachment G**).
	5. Assuring no unauthorized person is in the building at the beginning of the shift and prior to close of shift.
	6. Controlling parking in handicapped parking and State vehicle reserved parking areas.
	7. Providing assistance to individuals looking for agencies or services.
	8. Escorting visitors to meeting rooms.
	9. Participating in scheduled disaster and fire drills.
	10. Patrolling the grounds to prevent pilferage from and vandalism to property.
	11. Escorting staff, visitors and customers to and from cars in the parking lot, located opposite the facility after dark, if needed or appropriate.
	12. In the absence of the State Project Manager or designee, other Assistant Directors, the Director or a designated "in-charge" Administrative Staff person, notifying the Wicomico County Sheriff’s Office in case of theft, vandalism or unauthorized entry, notifying 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 State Project Manager on a DHR Incident Report (**Attachment G**).
	13. Directing service workers, delivery persons andothers to the correct entry andprocedure.
	14. If and when necessary, informing all employees, customers and visitors of the State's No Smoking Regulations**,** as per the Governor's Executive Order of 1992.
	15. Upon Agency request, inspecting suspicious bags, packages, boxes and parcels to prevent theft and pilferage and to ensure building safety.
	16. Directing 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.
1. Guard Equipment

The Contractor shall issue and pay for the equipment listed below. While on duty, all guards must wear and/or use the equipment.

* 1. Uniforms bearing the insignia and/or name of the security guard company which is clearly visible to the public while on duty (see Section G—Guard Uniform and Appearance).
	2. Name plates/tags with the guard’s name clearly printed and visible to the public.
	3. Flashlights and all replacement batteries.

* 1. Other equipment as may be agreed upon as part of the terms of this Contract.

WCDSS /CSE will issue the guard a mobile phone which must be kept in the guard’s possession at all times while on duty.

1. Guard Uniform and Appearance
	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. Any and all tattoos shall be concealed.
	2. Guards shall arrive ready for duty completely outfitted.
	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.
	4. Shoes must be black and in good condition and polished.
	5. The Contractor shall pay for the cost, maintenance, and upkeep of uniforms and cannot pass those costs to the employee (as a deduction from wages) unless the employee has expressly agreed to the deduction in writing in accordance with the Labor and Employment Article, § 3-503, Annotated Code of Maryland.
2. Rules, Regulations, and Procedures for Guards

Rules, regulations and procedures that are to be followed by the guards are specified hereafter:

* 1. All incidents are to be reported immediately to the State Project Manager and recorded on the DHR Incident Report (**Attachment G**).
	2. The guard shall make no arrests or detention without express written instructions or consent of the WCDSS /CSE Assistant Director, the State Project Manager, or their designated representatives.
	3. The guard shall not sign a complaint on behalf of any State agency or Agency employee.
	4. The guard shall not carry any weapons such as knives, mace or firearms.
	5. The guard shall not use force except to defend themselves or others when in immediate danger.
	6. The guard shall not confront individuals involved in suspicious illegal activity, but will immediately report the activity to the local authorities as appropriate.
	7. Guards shall comply with written or verbal instructions received from the Assistant Director for Child Support Enforcement or designee.
	8. The guard is not permitted to bring their children to work or to supervise them during their shift.
	9. The guard is not permitted to have visitors during their shift.
	10. The guard shall not fraternize with customers, staff or other guards while on duty.
	11. There will be no congregating at the security desk.
	12. Customers are not permitted to sit at the security desk with the guard.
	13. The guard shall not make personal telephone calls unless under extreme emergency situations consistent with the Agency's telephone policy.
	14. The guard shall not eat, drink, smoke or chew tobacco while on duty.
	15. The guard shall not sleep at their post while on duty.
	16. The guard shall not 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.
	17. The guard shall not confiscate any money inadvertently left in the Agency or on the grounds.
	18. Solicitation on State property is prohibited.
	19. Other than logging and incident reporting as required elsewhere in these specifications, the guard shall not make verbal or written statements regarding incidents, situations or circumstances at the WCDSS / CSE facility without the express approval of the State Project Manager.
	20. The guard shall not engage in any unauthorized investigation or detective work.
	21. The guard shall not surrender keys to any unauthorized individual without the prior approval of the State Project Manager or his/her representative.
	22. The guard shall not remove keys, supplies, furniture or equipment from the WCDSS /CSE facilities.
	23. The guard shall not disclose PINs, elevator codes, door cipher codes, or other such security codes of the Agency.
	24. Upon arriving at work, the guard will sign-in at the designated area of the facility, and sign out at the end of the shift and lunch periods as well.
	25. The guard shall show politeness and courtesy to customers and employees at all times. Effective customer service is the Agency's primary goal.
	26. The guard shall not turn equipment on or off except as authorized.
	27. The guard shall ensure that Customers are seated in the Reception and Waiting Areas in a quiet and orderly manner while waiting to be attended.
	28. If necessary, the guard shall inform parents or guardians that, for safety reasons, children are not permitted to run around the building or waiting area. The guard shall report continued problems to a program supervisor.
	29. The guard will make sure all customers have left the building or will ensure that a supervisor is aware that a customer is still in the building before he/she leaves the building.
	30. The guard post must be manned during duty hours except when escorting WCDSS /CSE guests to meeting rooms, completing perimeter check, or when on lunch.
	31. While on lunch, the guard must be available by a mobile phone and must report as needed for security purposes.
	32. At no time while on duty will a guard leave the Agency unattended. The State Project Manager must be notified if a guard has to leave the Agency while on duty and before a replacement has arrived.
	33. The guard should observe that all staff visibly display 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 (see Section I—Guard Logs).
1. Guard Logs
	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 State Project Manager 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 State Project Manager or his/her representative.
	2. A review meeting will be scheduled at the discretion of the DHR Contract Administrator or State Project Manager or their representatives, 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, the guard on duty shall prepare the log by assigning that day’s date and printing and signing their 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 State Project Manager 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.
2. 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 continuity for customers, staff, and the operation of the Agency.
	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 State Project Manager, to remove any employee who, in the opinion of WCDSS/CSE 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 the minimum qualifications and training as required by the contract, including those who have been interviewed and cleared through the State Project Manager.
	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 WCDSS/CSE.
3. Guard Wages
	1. To ensure the continuity and retention of well-qualified, experienced individuals, guards accepted by WCDSS/CSE on this post must be paid a minimum of $14.00 per hour by the Contractor.
	2. 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 WCDSS/CSE or the State of Maryland.
	3. The Contractor shall make available upon request of the State Project Manager any and all records necessary to permit verification of guard compensation.
4. Administrative Requirements
	1. The Contractor shall maintain time sheets, training attendance records, required certifications and any other documentation referenced in these specifications for a period of three years following the contract.
	2. The Contractor shall produce any and all back-up documentation pertaining to time sheets, training attendance records, and required certifications within five (5) business days of a request by the DHR Contract Administrator, the State Project Manager, or the Agency Assistant Director of CSE. Failure to provide backup documentation shall constitute grounds for reduction of the invoice, which will be pro-rated based on the period of time for which documentation is not provided.
	3. The Contractor shall ensure that all assigned security guards are in good general health without physical impairments or abnormalities which may interfere with the performance of duties. A physical examination shall be administered by a licensed physician and a statement shall be placed in the guard’s personnel file. This statement from the physician shall state that the individual examined meets the aforementioned requirements.

* 1. The Contractor shall arrange to have background checks performed 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 and completion of the training listed in 3.5.C. Guards shall be permitted to work at the discretion of the DHR Contract Administrator, the State Project Manager, or the WCDSS Assistant Director of CSE.
1. Problem Escalation Procedure

The Contractor shall:

* + - 1. Maintain a Problem Escalation Procedure for both routine and emergency situations. This Procedure shall state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within specified timeframes.
			2. Provide its Problem Escalation Procedure to the State Project Manager no less than 10 days prior to the beginning of the Contract, and within ten (10) days after the start of each Contract year (and within 10 days after any change in circumstance which changes the Procedure). The Problem Escalation Procedure shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Details shall include:

a. The process for establishing the existence of a problem;

b. The maximum duration that a problem may remain unresolved at each level before automatically escalating to a higher level for resolution;

c. Circumstances in which the escalation will occur in less than the normal

 timeframe;

d. The nature of feedback on resolution progress, including the frequency of

 feedback;

e. Identification of and contact information (name; title; address; telephone and fax numbers; and e-mail address) for progressively higher levels that would become involved in resolving a problem;

f. Contact information (same as above) for persons responsible for resolving

 issues after normal business hours ( evenings, weekends, holidays, etc.)

 and on an emergency basis; and

g. A process for updating and notifying the State Project Manager of any changes to the Problem Escalation Procedure.

**3.6 Reports**

All Reports shall be submitted to the State Project Manager as follows:

1. **Time sheets for guards** due by the close of business at the end of the workweek.
2. **Guard log book**,due by the close of business at the end of the workweek.
3. **Training certifications**, as required in Section 3.5.C.
4. **Monthly Invoice**, due by the 15th of the month following the report month.
5. **Current Certificates of Insurance** – due at time of Contract award. Written notification of non-renewal and/or cancellation from the issuer of the insurance policies is due at least forty-five (45) days before the expiration of said policies. In the event the State receives a notice of non-renewal and/or cancellation, an insurance policy from another carrier is due at least thirty (30) days prior to the expiration of the non-renewed insurance policy.

**Failure to submit required reports within the timeframes identified may result in termination of any Contract awarded through this IFB or reduction / withholding of Contract payment as identified in Section 2.18 (Terms of Payment) of this IFB. Final invoice payment is contingent upon receipt of all Reports identified above.**

**3.7 Contractor's Project Manager**

The Contractor shall designate an individual to serve as the Contractor’s Project Manager. The Contractor’s Project Manager shall be available to discuss the day-to-day operations of the project as well as attend any meetings pertaining to the same. The Contractor’s Project Manager shall:

1. Meet with the DHR Contract Administrator and the State Project Manager or designee, once every quarter to review, at minimum, security guard performance, security guard training and certifications updates, and discuss communication between the Agency and the Contractor. The Agency reserves the right to request additional meetings.
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.
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.
4. Provide the DHR Contract Administrator and the State Project Manager or designee with a copy of the Contractor’s Organizational Chart of those individuals involved in this contract and updates they made within twenty-four hours and/or upon request.
5. Train replacement guards as needed. All replacement guards must be approved by the DHR Contract Administrator and the State Project Manager or designee.
6. If needed, provide corrective action plans to the DHR Contract Administrator and the State Project Manager or designee within ten (10) business days for any issues such as guard performance, attendance, or otherwise specified. The State Project Manager or designee will review the plan and provide feedback and enhancements to the Contractor. WCDSS /CSE must approve the corrective action plan. Should the Contractor and the State Project Manager not agree on an appropriate corrective action plan, then the recommendation provided by the State Project Manager or designee will be the corrective action plan the Contractor must use.

**SECTION IV. REQUIREMENTS for BID PREPARATION**

**4.1 Bid Submission**

An original, to be so identified and **2** copies of the Bid must be received by the Procurement Officer by **4:00 PM, Friday March 1, 2013** in order to be considered.

**All Bids must be labeled as follows:**

* NAME OF BIDDER
* SEALED BID – Wicomico County Department of Social Services
* Unarmed Guard Services
* Agency Control Number: WCDSS/CS/13-001-S
* BID DUE DATE & TIME March 1, 2013 4:00 PM
* PROCUREMENT OFFICER: Joseph Sorrells
* 201 Baptist Street Suite 27
* Salisbury, Maryland 21801

 **4.2 Single Step Sealed Bidding**

1. **Checklist (Attachment H)** – Bidders must assume full responsibility for addressing all necessary technical and operational issues in order to meet the requirements of the IFB. The Checklist is included to assist the Bidder and is to be completed and initialed and dated by the preparer of the Bid. The Checklist shows each component of the Bid and its order of placement as follows:
2. Checklist for Bid Submission **(Attachment H)**
3. Transmittal Letter (see B below)
4. Price Sheet **(Attachment A)** (see I below)
5. Bidder Minimum Qualifications (**Attachment I**) (see Section 3.4 and C below)
6. Contractor’s Project Manager (see Section 3.7)
7. Reference Letters (3 Professional) (see Section 4.2.D)
8. Statement of Fiscal Integrity (see Section 4.2.E)
9. Additional Information (if any, see F below)
10. Company Literature (if any – see G below)
11. Forms (must accompany the Bid - see H below)
12. **Transmittal Letter**

A Transmittal Letter prepared on the vendor's business stationery should accompany the Bid. The purpose of this letter is to transmit the Bid; therefore, it should be brief. The letter shall contain the Bidder’s complete legal name as registered with the State Department of Assessments and Taxation; address, telephone number, fax number and e-mail address, federal tax identification, and if registered, the eMaryland Marketplace identification number. An individual, who is authorized to bind his firm to all statements, including services and prices, contained in the Bid must sign the letter. The letter must also acknowledge any addenda to the IFB that were received.

**A Bidder shall be deemed to have accepted all the terms, conditions, and requirements in this IFB unless otherwise clearly noted as an attachment to the Transmittal Letter. A Bid that takes exception to these terms may be rejected.**

1. **Bidder Qualifications**

A detailed description of the Bidder’s qualifications shall clearly show the company history and ownership, including relationship(s) to any parent firms, sister firms, subsidiary firms and any related experience the Bidder has providing, within the past 5 years at least 3 years experience in providing security guard services (see Section 3.4.). Bidders shall complete **Attachment I** to document this experience.

1. **References**

The Bidder must supply three (3) business reference letters to support the Bid.Reference letters must be from within the past 3 years. Reference letters shall be submitted by the reference source directly to the Bidder in a separately sealed envelope for inclusion with the Bid. With each reference, Bidders shall list details on the amount of guards and coverage provided (24 hour, 8 hour, etc.).

Reference letters should include the solicitation number, Bidder’s name and speak to the Bidder’s qualifications, character, service provided, performance (when performance occurred, dollar value, whether contract requirements were met on time and whether within budget, and whether contract goals were met), etc. The reference letter should identify a point of contact and telephone number.

The State shall have the right to contact any reference of its choosing as part of the bid process including references not provided by the Bidder but otherwise known to the Department.

**NOTE:** References from WCDSS/CSE or DHR Personnel are not acceptable.

1. **Statement of Fiscal Integrity**

As part of its Bid, each Bidder is to provide documentation that addresses the Bidder’s financial solvency that may include, but not be limited to, one or all of the following:

1. Current balance sheet
2. Certified financial statement
3. Dun and Bradstreet rating
4. Line of credit
5. Successful financial track record
6. Evidence of adequate working capital

If a Bidder that seeks to perform or provide the services required by this IFB is the subsidiary of another entity, all information submitted by the Bidder, such as but not limited to, references and financial reports, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder’s Bid shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

In addition, the Bidder shall describe any docketed or adjudicated civil or criminal litigation that could have a financial impact on the company.

All financial information that is not otherwise publicly available, received in response to this section will be maintained as confidential information releasable only to those reviewing the bid. Other than the Procurement Officer, persons who will be given access to this information for evaluation purposes will have signed a Confidentiality Statement.

1. **Additional Information:** This section, which is optional, should include any additional information the Bidder deems relevant to this procurement as well as any information that meets the satisfaction of the State's objectives.
2. **Company Literature:** If company literature or other material is intended to respond to any IFB requirements, it must be included in this section and the Bidder's responses in previous sections of the Bid must include reference to the document(s) by name and page citation. Bids submitted without these references and citations will be considered complete without need to refer to documents in this section for the Bidder's responses to IFB requirements.
3. **Forms: Include in the original volume only 1 original of each of the following forms:**
4. Bid/Proposal Affidavit **(Attachment B)**
5. Certification Regarding Lobbying **(Attachment F)**
6. **Price Sheet:** Each vendor shall complete a Price Sheet **(Attachment A)**, which states the price proposed in response to the IFB. When determining prices, consider the appropriate Living Wage Requirements, if applicable.

Items (1) through (5) have been completed by the Department. Complete Items (6) through (9).

The Base Bid shall be the total price for the one (1) year term (April 1, 2013 through March 31, 2013) for providing unarmed guard services as described in these detailed specifications and calculated as follows:

$\_\_\_\_\_\_\_\_\_\_\_\_\_ X 1,992 = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hourly Billing Estimated BASE BID

Rate for Guard Billable Hours

The estimated hours listed are for evaluation purposes only, do not include overtime, and may be revised based on fund availability. Please reference Section 3.5 K for minimum hourly guard wages.

**“THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK”SECTION V. EVALUATION PROCEDURES**

**5.1 Bid Opening and Evaluation**

Upon receipt, Bids and modifications shall be kept confidential and held in a secure place until the established opening date. Bids and modifications will be opened publicly. The name of each Bidder, the Bid price, and such other information as is deemed appropriate shall be read aloud or otherwise conveyed at the time of Bid opening. The Bids shall be tabulated or a Bid abstract made. Bids shall be available for public inspection after opening and before award of the Contract, except for material designated as confidential by the vendor.

All vendors' Bids received by the closing deadline will be evaluated by the Procurement Officer.

**5.2 Reciprocal Preference**

The provisions of State Finance and Procurement Law Section 14-401 and COMAR 21.05.01.04 shall apply to this solicitation.

Although Maryland law does not authorize procuring agencies to favor resident Bidders in awarding procurement Contracts, many other States do grant their resident businesses preferences over Maryland Contractors as described in COMAR 21.05.01.04. A resident business preference will be given if a responsible Bidder whose principal office or principal base of operations is in another State submits the most advantageous Bid, and the State in which the non-resident’s principal operations through which it would provide the goods or services, gives a preference to its residents through law, policy, or practice, and the preference does not conflict with a Federal law or grant affecting the procurement Contract. Therefore, a preference will be given to the lowest possible responsible Bid from a Maryland firm over that of a nonresident firm if the State in which the nonresident firm is located gives a resident business preference. Where such a resident business preference is provided, the preference shall be the same as that provided by the State in which the nonresident business is located.

A nonresident Bidder submitting a Bid for a State project shall attach to the Bid a copy of any current statute, resolution, policy, procedure or executive order of the Bidder’s resident State that pertains to that State’s treatment of nonresident Bidders.

**5.3 Qualifying Bids**

The vendor must assume full responsibility for addressing all necessary technical and operational issues in order to meet the requirements of the IFB.

The Procurement Officer shall first review each Bid for compliance with the mandatory feature requirements in Section III (Specifications) and with all other necessary requirements of this procurement. Failure to comply with any mandatory requirement will normally disqualify a vendor's Bid.

**5.4 Bid Evaluation and Award**

The Contract(s) will be awarded to the responsible Bidder whose Bid meets the specifications set forth in the Invitation for Bids and provides the lowest cost. The State reserves the right to make the award by item, or groups of items, or total Bid if it is in the best interest of the State to do so, unless the Bidder specified in its Bid that a partial or progressive award is not acceptable.

Contract awards resulting from the IFB are subject to appropriate State approvals. Awards exceeding $200,000 require approval of the State Board of Public Works.

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**SECTION VI. APPENDICES**

Attachment A Price Sheet

Attachment B Bid/Proposal Affidavit (complete and submit with Bid)

Attachment C Contract Affidavit (to be completed by successful Bidder only upon

 notification of selection)

Attachment D Contract (sample only - to be completed by successful Bidder only upon

 notification of selection)

Attachment E Electronic Funds Transfer Form

Attachment F Certification Regarding Lobbying (must be submitted with the Bid)

Attachment G DHR Incident Report

Attachment H Bid Checklist

Attachment I Bidder Minimum Qualifications