

SECTION C – SPECIFICATIONS
DIVISION OF PAROLE & PROBATION – TEMPLE HILLS
UNARMED UNIFORMED GUARD SERVICES
eMarylandMarketplace Solicitation # 001IT818345
A Small Business Reserve (SBR) Only Solicitation

1. BACKGROUND

This Unarmed Uniformed Security Guard Service Contract pertains to The Temple Hills Office of the Division of Parole & Probation, located at 4235 28th Avenue, Suite 600, Temple Hills Maryland 20748. The Division of Parole and Probation is responsible for the supervision of criminal offenders and for monitoring the Drinking Driver Monitoring Program (DDMP) offenders who are serving or completing sentences in the community. The Temple Hills Office of the Division of Parole and Probation houses a criminal supervision unit and therefore requires one (1) uniformed, visibly unarmed guard.

2. SCOPE OF WORK

- 2.1 The Contractor shall furnish all labor, equipment, supplies, training and uniforms necessary to perform security guard services for the Temple Hills Office of the Division of Parole & Probation, with methods and conditions herein specified. These services shall be provided in an orderly, continuous and consistent manner, which will support the effective delivery of services to customers and which will cause the minimum amount of disruption to agency operations.
- 2.2 The Guard shall provide full coverage within the limits of their authority. The Guard shall assist in maintaining a safe environment inside and outside the premises for the public and staff. The Guard shall report verbally and in writing on activities within the building on potential threats, theft, fire and safety; and appropriately deal with minor violations of established rules and regulations of the Temple Hills Office of the Division of Parole & Probation.
- 2.3 This contract at the Temple Hills Office of the Division of Parole and Probation requires one (1) uniformed, visibly unarmed guard for an estimated annual total of 7,348 hours of unarmed security guard service at one (1) site in Temple Hills Maryland. **This site requires forty-nine (49) hours per week of security services that may be worked by more than one individual. The Division of Parole & Probation will not pay for overtime (see Section 29).**

3. TERM OF THE CONTRACT

The term of this contract shall be for a period of for three (3) years, beginning March 1, 2011 to February 28, 2014

4. PRE-BID CONFERENCE and SITE VISIT

Each bidder is encouraged to attend the scheduled site visit on Thursday January 20, 2011 at 10:00 a.m. in the Conference Room at the Temple Hills Office of the Division of Parole & Probation, located at 4235 28th Avenue, Suite 600, Temple Hills Maryland 20748. At the

scheduled site visit, each bidder will be permitted to examine the building, familiarize himself/herself with the full nature and extent of the work and obtain answers to questions about or clarifications of the contract. As part of a responsibility determination, bidders may be required to schedule a site visit with the contact person identified on the ITB to inspect specific conditions at the facility in detail to ascertain that their bid price represents the scope of work identified in the bid document. For more site visit information, contact Gwendolyn Hudson at (410) 585-3540

6. HOURS AND SCHEDULE OF WORK

49 hours per week represents the maximum number of hours anticipated for the scope of this contract at the Temple Hills Office of the Division of Parole & Probation:

Monday, and Thursday - 8:00 a.m. to 7:00 p.m.

Tuesday, Wednesday and Friday - 8:00 a.m. to 5:00 p.m.

7. STATE HOLIDAYS

State holidays which will be observed by the Division of Parole and Probation and the Contractor, include:

New Year's Day	Columbus Day
Martin Luther King's Day	State and Presidential Election Days
Presidents Day	Veteran's Day
Memorial Day	Thanksgiving Day & the Day after
Independence Day	Christmas Day
Labor Day	

All other additional days authorized by the Governor of Maryland, plus Official General Election holidays and Service Reduction Days, will also be observed.

8. CONTRACT MONITOR

The Agency's Contract Monitor for the contract shall be Gwendolyn Hudson, Manager of Leases and Facilities or her designee. After contract award all questions shall be referred to this person. Ms. Hudson may be contacted at 410-585-3540. In the event of a dispute, the Procurement Officer shall be the point of contact.

9. CONTRACTOR'S PROJECT MANAGER

- 9.1 The Contractor shall provide the name and a current telephone number of a **"Project Manager"** who will serve as the Contractors representative and will be the primary contact to the Contract Monitor and the Field Supervisor of the Agency. This person must be available during normal business hours 8:00 a.m. to 7:00 p.m. in case of emergency to make all necessary arrangements for guard services.
- 9.2 The Contractors Project Manager shall be responsible for the entire security plan for the agency and will represent the Contractor in all matters of concern including:
 - a. Supervision of the site and any/all shifts.

- b. Preparation of schedules and submission of copies of schedules to the Contract Monitor or designee.
- c. Meet with the Contract Monitor or designee on a weekly basis and communicate problems or issues affecting any aspect of security operations.
- d. Assure the post and site is covered as directed by these specifications, and that the guards are properly relieved.
- e. Contractors Project Manager must have two (2) years of experience supervising organization procedure and policies.
- f. Conduct daily review of Log, making note(s) of any rounds missed and assure that proper notations were made.
- g. Assure that the guard(s) is thoroughly trained prior to the assignment of guard(s) to a post independently.
- h. Follow all instruction and directions from the Contract Monitor or designee.
- i. Assure that daily time sheets are completed for the guard(s).

10. PROCEDURES FOR SECURITY AND BACKGROUND CHECKS

- 10.1 Background checks must be submitted for all security guards assigned to work at the Temple Hills Office of the Division of Parole & Probation under this Scope of Work. Prospective guards with criminal records or who are found to be on probation will not be acceptable for the work.
- 10.2 The Contractor must submit to the Contract Monitor or designee all documents listed below that is necessary for background investigations that are conducted prior to hiring of guards at the Temple Hills Office of the Division of Parole & Probation.
 - a. Fingerprint reports from the State and Federal authorities
 - b. First Aid and CPR Certifications – must be certified by the American Red Cross and the American Heart Association.
 - c. Hand Held Body Scanner Certification
 - d. Training Certification
 - e. MS100 form or equivalent employment application
 - f. Maryland State Police Criminal Records Check
 - g. Copy of Maryland driving record

- h. List of Contractor's employees who may visit any work-site during contract period, and who have access to the work-site in the performance of contract work.
- 10.3 If the agency finds any prospective employee unsuitable or unfit for his/her assigned duties, the Contractor shall be advised the reason for unsuitability. Such an employee cannot continue to work or be assigned to work under this contract.
- 10.4 The Contract Monitor shall have and exercise full and complete control over granting, denying, withholding or terminating clearances for employment under the contract.

11. STANDARDS AND QUALIFICATIONS OF GUARDS

11.1 Each guard assigned must meet the following general requirements:

- a. Must be at least 21 year of age;
- b. Must be a citizen or a registered resident alien.
- c. Must be a high school graduate or equivalent, with at least two (2) years experience in security enforcement work;
- d. Must have the ability to meet and deal positively and courteously with the general public;
- e. Must speak, read and write English fluently;
- f. Must be able to read, understand and apply printed rules and directions;
- g. Must maintain poise and self-control;
- h. Must be able to stand and/or walk for an entire shift;
- i. Must be capable of self-defense;
- j. Must be able to climb stairs, and run;
- k. Standard First Aid Card - American Red Cross - each employee shall be required to maintain a current First-Aid Card, and may be required to show the card upon request. Those not possessing such a card will be required to complete a standard first-aid course within reasonable time frame, at the discretion of the Contract Monitor.

C. P. R. and/or A. E. D. - American Red Cross or Heart Association certification shall be required. Each employee shall maintain current status and will display such card to the Contract Monitor upon request.
- l. Must not have a criminal record or be on probation; and

- m. Shall be required to maintain current First Aid and CPR certifications and show cards upon request.

Any type of military service to be credited toward meeting the above requirements may be accepted with proper documentation.

- 11.12 Medical – the Contractor shall insure that all guards assigned are in good health and are physically and mentally capable of performing their duties.

12. TRAINING

12.1 General

The Contractor shall submit to the Division of Parole & Probation and the Contract Monitor or designee written evidence that is acceptable to the Division of Parole & Probation that verifies that each guard assigned to this facility has been trained as specified under this section.

12.2 Contractor

The Contractor shall certify to the Division of Parole & Probation and the Contract Monitor or designee that the following minimum training has been acquired annually by each guard assigned to this facility. Training will include:

12.2.1 Standard First Aid

- a. Each employee must have successfully completed a standard First Aid Course certified by the American Red Cross and be able to show the personal certification to the Division of Parole & Probation.
- b. Each employee must maintain a current First Aid certification while employed under this contract.

12.2.2 C.P.R.

- a. Each employee must have successfully completed a one-person C.P.R. course certified by the American Red Cross or the Heart Association and be able to show the personal certification to the Division of Parole & Probation..
- b. The employee must maintain a current C.P.R. certification while employed under this contract.

12.2.3 Hand Held Body Scanner

- a. Guards shall be properly trained in the use of a hand held body scanner. The guard shall scan office visitors (all non-Parole and Probation staff) using the hand held scanner. The Division of Parole & Probation shall

provide the scanner and resolve problems due to manufacturer's normal maintenance procedures (battery replacement and threshold adjustment).

- b. Guards shall pick up the scanner from the office designee at the start of each workday and return it to such person at the close of each workday.
- c. Guards shall be responsible that the scanner is fully operational at all times. Guards shall report any malfunctioning of the equipment immediately to the office designee.
- d. Guards are responsible for all damages to the equipment that is not termed under the vendor's normal maintenance. This includes but not limited to lost or stolen scanners while assigned to guard, misuse or mishandling of equipment.

12.2.4 Site Training

General - to be eligible to perform under this contract, each employee must meet the following training requirements and submit to the Contract Monitor or designee written evidence that each employee assigned to this facility has been trained as specified under this section.

- a. The Contractor is to develop a training course and post orders, which the Contractor is to give to each guard before a guard begins work at the site

The policies and procedures for responding to the following situations:

- 1. Emergency alarms
 - 2. Fire alarms
 - 3. Bomb and incendiary device threats and their discovery
 - 4. Fire and rescue actions for sick and injured persons.
 - 5. Police contact
- b. The following items are the training responsibilities of the Contract Monitor or designee under this contract for the general type of work performed by the Division of Parole & Probation at this facility:
 - 1. The floor plans of the facility which show emergency evacuation routes; the location and type of each fire alarm; locations of utility cut-off valves and switches; utility systems controls; specific instructions pertaining to security control systems; and, the Occupant Emergency Evacuation Plan, including a detailed review of the exact responsibility of the guard post.
 - 2. The list of the persons and phone numbers to contact in the event of an emergency.
 - 3. A tour of the facility.

4. Sign-in and out procedures.
 5. Rules and regulations governing public buildings and grounds.
 6. Post assignment.
 7. The Contractor is to obtain the Division of Parole & Probations approval of the training course and post orders.
- c. All replacement guards shall meet the same training requirements, and the Contractor shall be responsible to train new and replacement employees in the areas required. The contractor shall have thirty (30) days to complete the training after hiring of replacement guards and must notify the Contract Monitor or designee in writing when training is completed.

13. PROCEDURES, RULES AND REGULATIONS FOR GUARDS

Rules, regulations and procedures that are to be followed by the Contractors guard(s) are specified hereafter. The Division of Parole & Probation may require that the Contractor **immediately remove** any guard under the contract who is found to be unfit for security duty. A guard(s) can be determined to be unfit when he or she is involved in situations that are similar, but not limited, to the following:

- 13.1 Permitting visitors to sit at guard's desk, congregating at guard's desk and/or having personal visits during guard's shift
- 13.2 Conducting personal business while on duty, reading books, newspapers or magazines; watching TV; listening to the radio or excessive telephone misuse, texting, talking on personal cell phone, ears covered with earphones/plugs.
- 13.3 Engaging in casual conversation or fraternizing with visitors, staff and other guards while on duty.
- 13.4 Bring pets or children to work or babysitting while on duty.
- 13.5 Not being properly trained to work a post.
- 13.6 Neglecting his or her duty by sleeping on duty.
- 13.7 Refusing to render assistance or failing to cooperate in upholding the integrity of the security program at the worksite.
- 13.8 Confiscating money inadvertently left in the facility or on its property, lending or borrowing money to or from State employees or any soliciting on State property.
- 13.9 Allowing State employees to park without a parking permit.

- 13.10 Falsifying reports, both verbal and written or concealing material facts by willful omission from official documents or records.
- 13.11 Removing State property from the site or removing keys, supplies, furniture or equipment from the Division of Parole & Probation facility.
- 13.12 Being involved with theft, vandalism or any other criminal activity.
- 13.13 Destroying State property including official documents or records.
- 13.14 Engaging in disorderly conduct.
- 13.15 Using abusive or offensive language, quarreling, intimidating someone by words or actions or physically fighting
- 13.16 Participating in activities, which interfere with the normal and efficient operation of the State facility and/or unreasonable delaying or failing to carry out assigned tasks.
- 13.17 Engaging in the unauthorized use of a phone, photocopy machine, desk, office equipment and other State property unless under extreme emergency situations consistent with the Agency's approval and telephone policy.
- 13.18 Engaging in any unauthorized investigation or detective work.
- 13.19 Selling, consuming, or being under the influence of intoxicants, drugs or substance which produces similar effects.
- 13.20 Surrendering keys to any unauthorized individual without the prior approval from the Office Manager or disclosing PIN numbers, elevator codes, door cipher codes, or other such security codes of the agency.
- 13.21 Carrying weapons such as knives, mace or firearms or misusing equipment, Baton, Hand Scanner.
- 13.22 Violating security procedures or regulations.
- 13.23 Smoking in the building, except as the general public may be allowed or chewing tobacco while on duty.
- 13.24 Eating meals at the guard station or taking unauthorized breaks without the prior approval from the Office Manager.
- 13.25 Making verbal or written statements regarding incidents, situations or circumstances at the facility without the express approval of the Office Manager.

14. REPLACEMENT OF GUARDS

The successful bidder must be able to furnish qualified replacements and/or extra guards within one (1) hour of notification of the need for replacement or extra guard. Qualified replacements

and/or extra guards shall be thoroughly familiar with the duties and responsibilities of guards at this facility, or must be so instructed by the Contractor's supervisor at the facility in such a manner as to insure that the guard is thoroughly familiar with all duties and responsibilities of that assignment. The supervisor must remain at the facility to supervise the new guard's activities for no less than one (1) hour after the end of such training to insure the new guard is able to fully perform the full range of duties in a professional manner.

15. GUARD RELIEF AND LENGTH OF TOUR

- 15.1 All guards shall report for duty and begin their shift operation at the time specified under these specifications and shall remain on duty until properly relieved. Nothing in the contract shall be deemed to permit the guard to leave his/her post for any reason.
- 15.2 It is understood by both parties hereto that personnel performing guard duties must be mentally and physically alert at all times. No guards shall be assigned to perform guard duty under this contract who have worked in excess of sixteen (16) hours within a twenty-four (24) hours working day, except in the case of extreme emergency and only with the approval of the Contract Monitor or designee.
- 15.3 No employee of the Contractor may work at this facility unless he or she has not worked for at least (8) hours before coming on duty.
- 15.4 The Contractor shall ensure that meals are not consumed by guards at their assigned posts and that coverage is provided for all periods during which a guard is absent from his/her assigned post for breaks and meals either authorized by the Contractor or required by law.
- 15.5 The Division of Parole & Probation will only pay for hours when the guard is at his or her post and available for duty.

16. GUARD'S UNIFORMS AND APPEARANCE

The Contractor is responsible for insuring that each guard's uniform, equipment and personal appearance meets the following requirements:

- 16.1 Each guard shall arrive ready for duty completely uniformed.
- 16.2 The uniform shall consist of at least the following items:
 - a. Uniform jacket;
 - b. Name tag;
 - c. Shirt;
 - d. Tie/Belt (as designed by the uniform firm);
 - e. Trousers;
 - f. Shoes;
 - g. Winter coat or rain gear as the season and weather dictate;
 - h. Visible Baton.
- 16.3 All guards assigned to the site shall wear the same type of uniform.

- 16.4 Each guard's uniform must fit properly, be in good repair, be clean and be pressed where appropriate.
- 16.5 Each guard's shoes must be shined.
- 16.6 All uniforms and equipment must comply with OSHA, MOSHA and other local, State and Federal statutes.
- 16.7 All guards shall have an acceptable hairstyle, similar to police standards.
- 16.8 Only hand held scanner will be provided by the agency.
- 16.9 Guard uniform expense, according to the Maryland Annotated Code, Labor and Employment Article, Section 20503, provides that employers pay the cost, maintenance and upkeep of uniforms, and cannot pass those costs on to the employee. This provision supplies to uniforms bearing the logo, patch, or any other special identifying features unique to the company.

17. GUARD LOG

- 17.1 Each guard must sign in at the beginning of each shift in a guard sign-in/out book, which the Division of Parole & Probation shall furnish. Each guard must print his or her own name only and the date and time that he or she started work.
- 17.2 Each guard must sign out at the end of his or her shift in the guard sign-in/out book. Each guard must print the time that he or she stopped work.
- 17.3 Each guard assigned to the facility must maintain a daily log book of all unusual incidents.
- 17.4 The entry of any false information in the guard sign-in/out book, or the daily log is ground for denying clearance from the employee who is responsible for entering the false information as a means to obtain employment at the facility.
- 17.5 Each guard must report for duty and begin his or her shift operation at the time specified. Nothing in the contract shall be deemed to permit a guard to leave his or her post until properly relieved. A guard leaving his or her post without being properly relieved is grounds for denying payment to the Contractor for the time the guard was not at his/her post.
- 17.6 The Division of Parole & Probation will only pay for hours when the guard is at his or her post and available for duty.

18. LICENSING REQUIREMENTS

The Contractor must have a current license issued by the Maryland State Police and provide evidence to the State of the following qualifications:

- 18.1 copy of Contractor's Maryland Business License.

- 18.2 A copy of the Guard license.
- 18.3 COMAR TITLE 19, subtitle 4 of the Maryland Code Annotated Business Occupation & Profession Article.

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

Two (2) exceptions:

First, a licensed security guard agency may provide an uncertified individual if the security guard agency has submitted the application, fingerprint cards, 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 Correctional Training Commissions as a police officer, the security guard is not required to also be certified as a security guard.

19. GUARD RECOGNIZED AS EMPLOYEE OF THE CONTRACTOR

All persons performing work under this contract are, at all times, employees under the control of the Contractor. **No State Employees shall perform any work under the contract.**

20. STATE'S RESPONSIBILITIES

Prior to the beginning of the Contractor's performance, the Contract Monitor or designee from the office listed in the Scope of Work shall inform the Contractor of the following information:

- 20.1 The general type of work performed by the Temple Hills Division of Parole & Probation at the facility.
- 20.2 The floor plans of the facility which show emergency evacuation routes, the location and type of each fire alarm; utility systems controls; specific instructions pertaining to security control systems; and the Occupant Emergency Evacuation Plan, including a detailed review of the exact responsibility of the guard post.
- 20.3 A list of the persons and phone numbers to contact in the event of an emergency.

21. CONTRACTOR'S RESPONSIBILITY

Prior to the beginning of its performance, the Contractor shall also develop site and site training policies (see Section 12.2.4) and specific procedures for responding to the following situations.

- 21.1 Emergency alarms;
Fire Alarms;
Bomb and incendiary device threats and their discovery;
Fire and rescue actions for sick and injured persons;

Police contact.

- 21.2 The Contractor shall annually, or more frequently as necessary, review the site policies and procedures and modify them to meet current needs.
- 21.3 The Contractor is to develop the policies and procedures in consultation with the Division of Parole & Probation and, the Contractor is to obtain the Division of Parole & Probations approval of all policies and procedures.

22. CHANGES AND MODIFICATIONS

Changes to the scope of this contract cannot be made without the approval of the DGS Procurement Officer. Any proposal for additional services that **exceed** the scope of the contract may not be performed. Any change and request for addition or deletion in services, including a material change, **that exceed or that do not exceed** the scope of this contract must have the written approval of the DGS Procurement Officer. The Division of Parole & Probation must submit in writing a request for a change to the contract and this change shall be modified by means of a change order modification to the Blanket Purchase Order.

23. PAYMENT TO THE CONTRACTOR

- 23.1 At the end of each calendar month, the Contractor shall render to the Division of Parole & Probation, their invoice in triplicate for work done during the month along with the original copy of the log in sheet for the office listed under **SCOPE OF WORK**. 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 on the face of each invoice billed to the State.
- 23.2 The 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 and the payment called for shall not exceed (1/12) of the total sum of the bid. The State will only pay for the hours actually worked at the site.
- 23.3 The Division of Parole & Probation shall not be responsible for any invoice submitted prior to the last day each month as called for in 23.1 above, or after the 15th of the following month for which the service was rendered.
- 23.4 To avoid mailing problems, please address all invoices to the following:

Maryland Department of Public Safety and Correctional Services
Accounts Payable
300 East Joppa Road
Suite 1000
Towson, MD 21286

24. ADJUSTMENT IN PAYMENT FOR FAILURE TO PERFORM

- 24.1 In the event the contractor fails to comply with any of the terms of this contract, the Division of Parole & Probation reserves the right to deduct from any monies due the

Contractor, or in any other manner obtain reimbursement, for any cost that the Division incurs to have other personnel perform the duties for which the Contractor is obligated under this contract.

- 24.2 Upon the occurrence of any of the acts or omissions listed below, or elsewhere in the Specifications, there shall be an equitable adjustment of the Contract Guard Service charges to fairly reflect the reduced value of its services.
- a. For any guards working at the site that have not been properly trained in advance of assignment, their time shall be deducted from the total number of hours worked;
 - b. Improper or incomplete dress of a security guard;
 - c. Failure to allow the State to exercise its right of selection of security guard personnel prior to placing a security guard in service;
 - d. The State having to utilize State personnel to provide security when the Contractor fails to do so under the provisions of this contract;
 - e. The Contractor fails to adequately train extra replacement guards as prescribed by the Specifications;
 - f. Failure to furnish equipment or to maintain equipment in proper working order.

25. REDUCTIONS FOR FAILURE TO MEET THE MINIMUM PERFORMANCE EXCEPTIONS

25.1 The following reductions shall be used in adjusting the Contractor's invoice when the Contractor fails to perform as required or performed below the expectation as required in these specifications:

1st Occurrence: **Written documentation notice from the Contract Monitor to the Contractor.**

2nd Occurrence **Written documentation and an automatic \$100.00 deduction of payment.**

3rd Occurrence **Written documentation and an automatic \$500.00 deduction of payment.**

- a. Failure to maintain complete records of all hours of the security guard assigned to the facility engaged in working for which payment is computed on the basis of actual hours worked.
- b. Failure to maintain complete records, reports and logs of events occurring on the assigned post for each tour of duty.
- c. Falsification of any entries in the guard log by the Contractor's personnel.

- d. Failure to conduct a proper background investigation of all security guards assigned to the site, including educational requirement.
- e. Failure to provide coverage per the work schedule listed under Section 6, Hours, and Schedule of work.

25.2 The continual occurrences referenced above may result in Termination of the Contract for Default by the Procurement Officer.

26. STATE RIGHTS

Nothing in these conditions shall be deemed to limit the State's rights 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 right to enforce performance of the provisions for subsequent occurrences.

In addition to any other remedies permitted elsewhere in this contract, the Division of Parole & Probation reserves the right to refuse to pay for any period of time when the Contractor fails to comply with any of the terms of this contract.

27. CONTRACTOR'S INSURANCE

27.1 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 conduct caused by any acts of the Contractor's employees.
- b. Such Workmen's Compensation Insurance as in required by the Laws of the State of Maryland.

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

28. QUALIFICATIONS OF BIDDERS

28.1 Prior to submitting a bid for the work described by the specifications, the bidder shall have no less than three (3) complete and consecutive years of experience in providing the services for uniformed guards and must have serviced buildings of the type and size that is required and outlined in this specifications. The experience must have been for services provided within the past five (5) years. The experience of officials gained prior to the formation of a corporation or other business entity can be considered in evaluation of the

bidders qualifications. Please submit with your bid at least three (3) and no more than five (5) references of companies or organization for which the bidder provided services. Each reference must include the following:

- a. Name and complete address of business or company
- b. Name of the contact person and current phone number
- c. Term and length of each contract
- d. Size and type of facility (square footage)
- e. Type of services provided
- f. List of coverage provided (24 hours, 8 hours etc)

28.2 In order to be considered, the bidder must be experienced in the provision of office and commercial security unarmed guard service. The bidder must demonstrate sufficient staff availability and organizational abilities to provide consistent and continuous services as required in these specifications.

Note: Failure to provide the above information may result in your bid being determined non-responsible.

29. **HOURLY RATES**

29.1 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 is to be performed. The State shall not be responsible to pay overtime rates made necessary due to the Contractor's failure to provide guards at non-overtime rates. The Contractor Monitor or his/her designee must approve overtime, which is the responsibility of the agency, in advance.

29.2 **The Contractor shall be responsible for paying overtime rates in accordance with the Fair Labor Standards Act (FLSA) which requires an employer to pay overtime at 1-1/2 times an employee's "regular rate" for work in excess of 40 hours per week.**

29.3 The non-overtime rate 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.

30. **TO BE SUBMITTED WITH THE BID**

The following documents are required to be submitted online with the bid response, for the bid opening currently scheduled for February 3, 2011 @ 3:00 p.m.:

- a. References (see Section 28);
- b. * Required completed Bid Proposal Affidavit (online attachment);
- c. A bid confirmation and a breakdown of your bid, to include: Guard hourly billing rate, expenses, materials and supplies, taxes overhead, profit, etc...
- d. Completed Small Business Reserve Affidavit.
- e. Copy of Guard License

31. BID PROPOSAL AFFIDAVIT

The bid/proposal affidavit may be submitted with the bid electronically or mailed or hand carried to the attention to the Procurement Officer (Joseph Palechek, 301 W. Preston St., Rm. M-4, Baltimore, MD 21201), prior to the bid opening. Failure to submit the bid/proposal affidavit with your bid or prior to the bid opening may deem your bid non-responsive.

32. SMALL BUSINESS RESERVE

This is a Small Business Reserve (SBR) Procurement for which award will be limited to Certified Small Business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§ 14-501 - 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract.

33. SMALL AND MINORITY BUSINESS ENTERPRISE GOAL

The Maryland State Department of General Services adheres to the State of Maryland Small and Minority Business policies. Small Business Reserve vendors that are also Minority Business Enterprises vendors are encouraged to respond to this solicitation as the prime.

34. LIVING WAGE REQUIREMENTS

A solicitation for services under a State contract valued at \$100,000.00 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's wage requirement is contained in this solicitation (see Attachment Z entitled "Living Wage Requirements for Service Contracts"). If the Bidder fails to submit and complete the required documentation under State law, the State may determine a Bidder to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least **\$12.28** per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total value are performed in the Tier 2 Area, a Bidder shall pay each covered employee at least \$9.23 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, Baltimore County and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation (#001IT818345) has been deemed to be a Tier 1 contract.

See the LIVING WAGE attachments to this solicitation
Read all attachments thoroughly and retain for future reference

35. BASIS OF AWARD

The contract will be awarded to the responsible bidder submitting the lowest responsive base bid. The State reserves the right to make adjustments to the estimated hours and schedule, prior to award based on fund availability.

36. BASE BID

The Base Bid shall be the total three (3) years price for the provision of unarmed uniformed guard services as detailed in these specifications and calculated as follows:

Line 001	\$ _____ X	7,348 Hours =	\$ _____
Hourly Billing		Estimated Hours	Base Bid
Rate		Three (3) years	