REQUEST FOR PROPOSAL # BC-20847-P
FOR
UNARMED GUARD SERVICES: THE COLUMBUS CENTER

ISSUE DATE: SEPTEMBER 28, 2012

<table>
<thead>
<tr>
<th>SIGNIFICANT MILESTONES</th>
<th>TIME:</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Date</td>
<td>2:00 PM</td>
<td>Friday, September 28, 2012</td>
</tr>
<tr>
<td>Pre-Proposal Meeting</td>
<td>3:00 P.M.</td>
<td>Friday, October 5, 2012</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The Columbus Center</td>
</tr>
<tr>
<td></td>
<td></td>
<td>701 E. Pratt Street</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Baltimore, MD 21202</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>4:00 PM</td>
<td>Thursday, October 11, 2012</td>
</tr>
<tr>
<td>Technical Proposals Due Date</td>
<td>2:00 PM</td>
<td>Thursday, October 25, 2012</td>
</tr>
<tr>
<td>Price Proposals Due Date</td>
<td>2:00 PM</td>
<td>Anticipated to be</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Wednesday, December 5, 2012</td>
</tr>
</tbody>
</table>

**WARNING:** Prospective bidders who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address in order that amendments to the Request for Proposal or other communications can be sent to them. Any Prospective Proposer 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.
UNARMED GUARD SERVICES: THE COLUMBUS CENTER
RFP # BC-20847-P

TABLE OF CONTENTS

SECTION I: SUMMARY INFORMATION

SECTION II: GENERAL INFORMATION FOR VENORS

SECTION III: TECHNICAL & SPECIFICATIONS

SECTION IV: EVALUATION AND SELECTION PROCEDURES

SECTION V: INFORMATION REQUIRED IN VENDOR PROPOSALS

SECTION VI: APPENDICES

APPENDIX A – TECHNICAL PROPOSAL FORMS

APPENDIX B – PRICE PROPOSAL FORM

APPENDIX C – CONTRACT FORMS

APPENDIX D – SMALL BUSINESS RESERVE INFORMATION
UNARMED GUARD SERVICES: THE COLUMBUS CENTER
RFP # BC-20847-P

SECTION I: SUMMARY INFORMATION

A. SMALL BUSINESS RESERVE (SBR). THIS IS A SMALL BUSINESS RESERVE PROCUREMENT. Only those proposers registered as a State of Maryland Small Business will be considered (See Appendix D for additional information).

B. SUMMARY STATEMENT

The University of Maryland Baltimore County (UMBC) seeks a trained uniform contract security guard service to provide unarmed security service at UMBC, Columbus Center Building, located at 701 E. Pratt Street, Baltimore, MD 21202.

The successful contractor should have a minimum of two years (2) experience in institutional security services, surveillance and asset protection and is responsible for all the security services identified in these specifications including the management, staffing, and operating of uniformed Security Guard Service. The contractor shall supply all guards equipped to perform their duties, providing replacements when necessary; provide direct daily supervision of the security guard(s) duty performance; provide an audit trail showing that rounds are being made; and liaison with the Columbus Center’s Facilities Management to keep the Columbus Center operating with minimum damage or loss through theft, fire, vandalism, and other related acts.

C. ISSUING OFFICE

Delores R. Pertee
University of Maryland Baltimore County
Department of Procurement
Administration Building, Room 301,
1000 Hilltop Circle
Baltimore, MD  21250
Voice: (410)-455-3915
FAX: (410) 455-1009
E-mail: dpertee@umbc.edu

The sole point of contact in the University for the purpose of this RFP is the issuing office. Any questions with regard to any aspect of this proposal must be directed to Delores R. Pertee in writing.

D. QUESTIONS AND INQUIRIES

Questions and inquiries should be directed to the individual referenced with the Issuing Office above. All such questions and inquiries must be received by 4:00 p.m., Thursday, October 11, 2012. Inquiries will receive a written reply. Copies of replies will also be sent to all other proposers, but without identification of the inquirer.
E. **DELIVERY OF PROPOSALS**

Proposals must be delivered to:

University of Maryland Baltimore County  
Department of Procurement  
1000 Hilltop Circle, Administration Building, Room 301  
Baltimore, MD 21250  
Attention: Delores R. Pertee

F. **PROPOSAL CLOSING DATE**

In order to be considered, the original and four (4) copies [for a total of five (5) sets] of the **Technical Proposal** must arrive at the issuing office by **Thursday, October 25, 2012, no later than 2:00 p.m.**

**NOTE:** All UMBC mail goes through the UMBC mailroom, so please leave sufficient time for the mail distribution. A mailed (via US Post Office) proposal is not considered "received" until the document reaches the above room at UMBC. Proposals delivered to the campus central mail facility or to locations other than Room 301 in the UMBC Administration Building will not be considered "received" by UMBC until they arrive at Room 301 in the Administration Building and are clocked in. The University will not waive delay in delivery resulting from the need to transport a proposal from another campus location to Room 301, or error or delay on the part of the carrier.

Proposals received after the established closing date and time cannot be considered. Proposers are advised that a proposal is not considered "received" until it is delivered to the specific location; that is, a proposal must be received in Room 301 by the due date in order to be considered. Proposers must allow sufficient time, therefore, to insure that their proposal is "received" in accordance with this paragraph.

G. **PRE-PROPOSAL MEETING**

A Pre-proposal meeting will be held on **Friday, October 5, 2012 at 3:00 p.m.** at the Columbus Center, 701 E. Pratt Street, Baltimore, MD 21202 in the Main Lobby. A site tour will be conducted following the meeting.

While attendance at the Pre-Proposal Conference is not mandatory, information presented may be very informative; therefore, all interested vendors are encouraged to attend in order to be able to better prepare acceptable proposals. If your firm plans to send representatives, please call the issuing office by Wednesday, October 3, 2012. We ask that a maximum of two (2) representatives from each company attend this meeting.

Appropriate auxiliary aids and services for qualified individuals with disabilities will be provided upon request. Please call Delores Pertee (at 410-455-3915) with specific requests at least five (5) business days prior to the conference.
H. DURATION OF PROPOSAL OFFER

Proposals are to be held valid for 120 days following the closing date for this RFP. This period may be extended by mutual agreement between the vendor and the University.

I. CONTRACT TERM

The contract shall be for a period of one (1) year beginning on January 1, 2013 and ending on April 30, 2014. The University shall have the option to extend the contract for five (5) additional one-year terms, said option(s) to be exercised at the sole discretion of the University. In the event the University elects to exercise any one or more of the said one-year options, the Contractor shall be notified in writing at least sixty (60) days prior to the commencement of the additional one-year term involved.

For a Multi-Year Contract or any contract where pricing adjustments may be contemplated during the contract term or subsequent optional extensions terms (unless otherwise stated that price changes will not be permitted), it will be the responsibility of the Contractor to request a price increase, if any, at least ninety (90) days prior to the end of the then current contract term. Any price increase not received by that time, will not be considered and pricing in the renewal term will remain as stated during the just completed contract term. A price increase, if any shall not exceed the Consumer Price Index for “All Urban Consumers” as published by the U.S. Department of Labor Statistics. For purposes of calculating the potential increase, the Consumer Price Index for the period ending on June 30th will be used. For example, if the contract term ends November 31, 2013, the price index as of June 30, 2013 will be used. Statistics will be referenced as a cap for negotiating purposes only. Contractor is not to assume that any price increase will be applied to yearly renewals.

J. EVALUATION OF OFFERS

A contract award will be made to the responsible proposer(s) whose proposal best meets the needs of the University as determined by the Procurement Officer. All proposals will be evaluated by a University Evaluation Committee. After considering the factors set forth in this RFP, the committee will make recommendations for the award of the contract to the vendor(s) whose proposal is/are determined to be the most advantageous to the University.

K. PROPOSAL ACCEPTANCE

The University reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP, to waive minor irregularities, to negotiate in any manner necessary to best serve the interest of the University. Further, the University reserves the right to make a whole award, multiple awards, a partial award or no award at all. Proposers judged by the procurement officer not to be responsible or proposers whose proposals are classified as not reasonably susceptible of being selected for award shall be so notified. The University reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services.
L. **FORMATION OF AGREEMENT/CONTRACT OR ISSUANCE OF PURCHASE ORDER**

The Contract to be entered into as a result of this RFP (the “Contract”) shall be by and between the proposer as contractor and the University in the form of a University Contract and shall contain the provisions included herein as [Appendix C](#) (Contract), as well as, any additional terms required by UMBC or the State of Maryland. By submitting an offer, the Contractor warrants that they have reviewed [Appendix C](#) (Contract) and will execute a contract on that form upon request by UMBC. Proposers must understand and acknowledge that UMBC, as an agency of the State of Maryland, cannot indemnify the Contractor, submit to binding arbitration, or agree to pay the Contractor’s attorney’s fee.

The Contract to be entered into as a result of this RFP (the “Contract”) shall be by and between the Proposer as contractor and the University and shall consist of (1) the terms, conditions and specifications of this RFP and any appendices, amendments, additions or changes thereto; (2) the Standard Contract found in [Appendix C](#), and (3) the Proposer’s response to the RFP and any amendments or changes thereto.

M. **ORDER OF PRECEDENCE**

The contract between the parties will be embodied in the contract documents, which will consist of those items named in “K” above, listed in their order of precedence. Modifications to the Order of Precedence of those items will not be accepted in order to protect the University against obscure, unrecognized conflicts between the solicitation and a Proposer’s proposal. In the event of a conflict, the terms of the University Contract shall prevail.

N. **PROPOSAL AFFIDAVIT AND CERTIFICATIONS**

State procurement regulations require that proposals contain certifications regarding non-collusion, debarment, cost and price, etc. The affidavit form, which should be completed by all respondents and returned with their respective responses, is included in [Appendix A](#) of the RFP.

O. **PIGGYBACK CLAUSE**

UMBC is a member of the University System of Maryland (“USM”) and as such, UMBC reserves the right to extend the terms, conditions, and prices of this contract to other institutions of the USM. Furthermore, on occasion, other State educational institutions (e.g., St. Mary’s College, Morgan State University, Baltimore City Community College) may desire to take advantage of this contract. Each of the piggyback institutions will issue their own purchasing documents. UMBC assumes no obligation on behalf of the piggyback institutions. Proposers must set forth their willingness and ability to extend this contract and the terms, conditions and prices stated herein to these other institutions.

In addition, UMBC reserves the right to extend the terms, conditions and prices of this contract to other departments and auxiliary locations that are part of the University.

**END OF SECTION I**
UNARMED GUARD SERVICES: THE COLUMBUS CENTER
RFP # BC-20847-P

SECTION II: GENERAL INFORMATION FOR VENDORS

A. PURPOSE

The purpose of this RFP is to provide information to vendors interested in preparing and submitting proposals to meet the requirements for providing unarmed security guard services as described herein. Proposals will be received for the services specified herein or attached hereto under the terms, conditions and general specifications of this proposal.

B. GENERAL INFORMATION FOR VENDORS

1. Proposals must be made in the official name of the firm or individual under whom business is conducted (showing official business address) and must be signed by a duly authorized person.

2. Each proposer must furnish all information required by the proposal request. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent of the corporation must be accompanied by evidence of their authority.

3. At the Pre-Proposal conference, potential proposers will have an opportunity to: (1) ask and receive answers to all questions regarding the specifications and general conditions, and (2) receive any additional information relating to this contract.

4. This Request for Proposals creates no obligation on the part of the University to award the contract or to compensate proposers for proposal preparation expenses.

5. The University reserves the right to award a contract based upon the proposals received without further negotiations. Vendors should therefore not rely on having a chance during negotiations to change their offer.

6. Before the award of a contract, UMBC may require the proposer to submit evidence of any information related to the financial, technical, and other qualifications and abilities of the proposer.

C. ADDENDA TO THE RFP

Any additional information not addressed in this RFP in response to an inquiry received by the Procurement Officer will be answered in writing as an addendum to the RFP. Copies of the addenda will be posted to the eBid Board at www.umbc.edu/adminaffairs/procurement/EBidB.shtml. It is the responsibility of the vendor to check the website frequently until the opening date for addendums, amendments and changes. Reasonable efforts will be made to avoid the identification of Proposers in any
addenda. For purposes of this RFP, there shall be no other communication between UMBC and Proposers other than as described in this paragraph.

RECEIPT OF THE ADDENDA, AMENDMENT AND/OR CHANGE ISSUED MUST BE ACKNOWLEDGED IN WRITING BY PROSPECTIVE PROPOSERS AND EACH INCLUDED IN THE TECHNICAL PROPOSAL. An “Acknowledgement of Receipt of Addendum” Form (found in Appendix A) for all amendments, addenda, and changes issued shall be required from all vendors submitting a proposal.

D. CANCELLATION OF THE RFP

The University may cancel this RFP, in whole or in part, at any time.

E. ORAL PRESENTATION

Vendors who submit proposals will be required to make individual presentations to University representatives in order to discuss their proposals. (See Section IV, Item C-2, for further details.).

F. INCURRED EXPENSES

The University will not be responsible for any costs incurred by any vendor in preparing and submitting a proposal, delivery of or return of representative samples (if applicable).

G. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the vendor’s offer to meet the requirements of the RFP.

H. ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a proposal in response to this RFP, the firm accepts the terms and conditions set forth in this RFP.

I. PROCUREMENT REGULATIONS

This RFP and any resulting contract shall be governed by the USM Procurement Policies and Procedures and the State Finance and Procurement Article of the Annotated Code of Maryland and by State Procurement Regulations, Code of Maryland Regulations Title 21, as applicable.

J. MULTIPLE PROPOSALS

Vendors may not submit more than one proposal.
K. ALTERNATE SOLUTION PROPOSALS

Vendors may not submit an alternate to the solution given in this RFP.

L. TELEGRAPHIC/FACSIMILE PROPOSAL MODIFICATIONS

Vendors may modify their proposals by telegraphic or facsimile communication at any time prior to the due date and time set to receive proposals provided such communication is received by the University prior to such time and, provided further, the University is satisfied that a written confirmation of the modification with the signature of the proposer was mailed prior to the time and date set to receive proposals. The communication should not reveal the proposal price but should provide the addition or subtraction or other modification so that the final prices, percent or terms will not be known to the University until the sealed proposal is opened. If written confirmation is not received within two (2) days from the scheduled proposal opening time, no consideration will be given to the modification communication. No telephone, telegraphic, or facsimile price proposals will be accepted.

M. CONTRACTOR RESPONSIBILITIES

The University shall enter into contractual agreement with the selected offering vendor(s) only. The selected vendor(s) shall be responsible for all products and/or services required by this RFP. Subcontractors, if any, shall be identified and a complete description of their role relative to the proposal shall be included. The University’s intent is not to direct the use of any particular vendor, however, the vendor will not contract with any such proposed person or entity to whom the University has a reasonable objection. Notification of such objection will be made by the University within 15 days of contract. The vendor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them.

N. PUBLIC INFORMATION ACT

Proposers must specifically identify those portions of their proposals, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the University under the Public Information Act, Part III, Title 10, State Government Article, Annotated Code of Maryland.

Vendors must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret (it IS NOT sufficient to preface your proposal with a proprietary statement). Failure to comply may result in rejection of your proposal.

O. MINORITY BUSINESS ENTERPRISE NOTICES

State-certified Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation. Minority participation is very important to UMBC and to the State of Maryland. For more information on the State’s MBE program, please see the MDOT website, at http://www.mdot.state.md.us/mb/index.html.
P. **ARREARAGES**

By submitting a response to this solicitation, a 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, including the payment of taxes and employee benefits and that it shall not become so in arrears during the term of the contract if selected for contract award.

Q. **TAXES**

The UMBC is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes, except as noted in applicable sections of COMAR. Exemption Certificates shall be provided upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, Contractor shall pay the Maryland Sales tax and the exemption does not apply.

R. **RFP RESPONSE MATERIALS**

All written materials submitted in response to this RFP become the property of the University and may be appended to any formal documentation, which would further define or expand the contractual relationship between the University and the successful vendor(s).

S. **DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

Unsuccessful proposers may request a debriefing. If the proposer chooses to do so, the request must be submitted in writing to the Procurement Officer within ten days after the proposer knew, or should have known its proposal was unsuccessful. Debriefings shall be limited to discussion of the specific proposer’s proposal only and not include a discussion of a competing proposer’s proposal. Debriefings shall be conducted at the earliest feasible time.

The debriefing may include information on areas in which the unsuccessful proposer’s proposal was deemed weak or insufficient. The debriefing may NOT include discussion or dissemination of the thoughts, notes or ranking from an individual evaluation committee member. A summarization of the procurement officer’s rationale for the selection may be given.

T. **MARYLAND PUBLIC ETHICS LAW, TITLE 15**

The Maryland Public Ethics Law prohibits, among other things: State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from (i) submitting a bid or proposal, (ii) negotiating a contract, and (iii) entering into a contract with the governmental unit with which the individual is affiliated per the Maryland Code, State Government Article, SS 15-502.

If the bidder/proposer has any questions concerning application of the State Ethics law to the bidder/proposer’s participation in this procurement, it is incumbent upon the bidder/proposer
to see advice from the State Ethics Commission; Office of the Executive Director, 9 State Circle, Suite 200, Annapolis, MD 21401, 410-974-2068 or toll free 1-877-669-6085.

The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the bidder/proposer to obtain advice from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics Law.

The resulting contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the vendor or any State of Maryland employee in connection with this procurement.

U. **Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.** ("HIPAA") and **Maryland Confidentiality of Medical Records Act** (Annotated Code of Maryland, Health – General Article '4-301 et seq. ("the Act"). INTENTIONALLY OMMITTED – Not Applicable

V. **JOINT VENTURE PROPOSERS** [N/A]

W. **PAYMENTS BY ELECTRONIC FUNDS TRANSFER**

By submitting a response to this solicitation, the Proposer agrees to accept payments by electronic funds transfer unless the State Comptroller’s Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds ("EFT") Registration Request Form. Any request for exemption shall be submitted to the State Comptroller’s Office for approval at the address specified on the COT/GAD X-10 form and shall include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form can be downloaded at: [http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf](http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf)

**END OF SECTION II**
UNARMED GUARD SERVICES: THE COLUMBUS CENTER
RFP# BC-20847-P

SECTION III: TECHNICAL REQUIREMENTS & SPECIFICATIONS

I. INTRODUCTION AND GENERAL REQUIREMENTS:

UMBC seeks a trained uniform contract security guard service to provide unarmed security service and required equipment for The Columbus Center. The purpose of these services is to protect the personnel, the facility and its contents from damage or loss through theft, fire, vandalism, and other related acts. In addition, the Security Guards are responsible for managing traffic and deliveries to the loading dock area.

The Columbus Center was constructed in 1995 and purchased by the State for the use of the University System of Maryland (USM) in 1999. The building consists of approximately 260,000 gross square feet offering a mix of office, laboratory, laboratory support, and conferencing space. Access to the facilities by the tenants is 24 hours a day, 365 days a year.

The Columbus Center is managed by the University of Maryland Baltimore County (UMBC), and is currently occupied by UMBC, The University of Maryland, Baltimore (UMB), The University of Maryland Center for Environmental Science (UMCES), and two tenants (Intralytix and the National Aquarium in Baltimore).

A. Definitions: Throughout this contract, the following terms shall mean:

1. UMBC - University of Maryland Baltimore County
2. Site - specific UMBC property or other location where contract guard service is to be performed.
3. Contract Administrator - The Columbus Center’s Facilities Director or designee is the representative authorized to administer this contract.
4. Contract Representative – A representative of the contract guard service authorized to administer this contract. For purposes of this contract a Shift Supervisor/Supervisor is considered a Security Contract Representative.
5. Contract Guard Service - the agency contracted to perform the work described in this specification.
6. Supervisor - an employee of the contract guard service that is responsible to the Facilities Director for the operation, administration and direction of the guard force at facilities.
7. Shift Supervisor - an employee of the contract guard service who works in direct support of the supervisor to ensure contract compliance and guard force performance during a particular shift at a single site.
8. Guard Force - employees of the contract guard service assigned to perform the work specified at one or more sites.
9. Proprietary Information - any material, document or other information designated that shall not be released without the written authority of UMBC.
10. Equipment - items used by the contractor in the performance of this contract.
11. **Background Checks** - checks which consist of, but not be limited to, the following elements: employment, education and criminal histories, military service check, reference checks, verification of identity, Motor Vehicle Administration check (for positions requiring a driver’s license), and a credit check.

12. **Behavior Observation** - techniques used by UMBC personnel, contract guard service supervisors, and others to detect degradation in performance, impairment or changes in an individual’s behavior which may indicate the need to evaluate an individual’s fitness for duty. It also refers to training programs in these techniques. All individuals are subject to behavior observation. All observations made by UMBC personnel will be documented.

13. **Fitness for Duty** - reporting to work in a physical or mental condition that does not compromise or in any way jeopardize the general public or other workers, does not compromise the integrity of the plant or its personnel, and promotes public health and safety. Specifically, this means reporting for work in a condition that is free from alcohol and/or illegal drugs, the effects of these substances, and including conditions caused by the use of prescription and over-the-counter drugs which could compromise public health and safety.

**B. Scope**

1. All contract guard service personnel shall carry out the function of security operations on site and in a manner which conforms to the highest standards of the private security service industry, applicable regulatory rules and guidelines, and the specifications of this Contract.

2. Uniformed guard force personnel shall perform duties, such as property patrol (foot), person and vehicular access control, personnel escort, ensuring compliance of UMBC reporting requirements, written or verbal instructions received from the Facilities Director or designee, site security plans, contingency plans, all post orders, procedures, rules and regulations, and various other security-related assignments as required by UMBC.

3. The position of guard and that of site supervisor or shift supervisor cannot be held by the same individual unless authorized by the Facilities Director.

4. The contractor shall comply with the Occupational Safety and Health Act of 1970, and all amendments thereto, all other Federal, State and Local laws pertaining to the health and safety of its employees, and all established safety procedures identified by UMBC.

5. All guard personnel shall at all times be considered and recognized as employees of the contract guard service and not UMBC.

**C. Limitations/Exclusions**

UMBC reserves the right to have any employee of the contract guard service removed if the employee has performance deficiencies or if the guard service employee violates the rules and regulations of UMBC. Such instruction is not to be construed as either a limitation of the continued employment or an order of termination of employment of
the employee by the contract guard service. In the case of such instruction, the contract guard service shall comply with and discontinue the assignment of any such employee before the next scheduled tour of duty except where the grounds for such instruction involves a violation of law or breach of UMBC regulations which may expose others to an unreasonable risk of harm.

D. Assumptions

1. The use of the terms will, shall, must, or similar words implies a requirement or commitment.
2. The use of the terms can, may, and should imply an option or recommendation.

II. TECHNICAL PERFORMANCE REQUIREMENTS

A. Detailed Work Scope

1. The contract guard service:
   a. Shall furnish a qualified, trained, and uniformed security guard force with required equipment to ensure the safety of the designated UMBC facilities and protect them from malicious damage, trespassing, or sabotage, protect UMBC personnel, contract employees, tenants and authorized visitors from physical harm, and protect all on site material and equipment from unauthorized use, loss, theft, pilferage and vandalism.
   b. Shall prepare and submit full reports of incidents which are considered security breaches or violations of UMBC’s regulations, post orders or safety practices.
   c. Shall adhere to applicable post instructions which provide detailed and unique operating requirements and procedures for each post covered by this contract.
   d. Shall adhere to all applicable written orders and procedures which provide detailed and unique operating requirements and procedures for each site.
   e. Shall be financially responsible for the loss or damage of equipment furnished to them by UMBC if such loss or damage is caused by other than normal wear and tear.
   f. Shall perform such other security related support functions as requested by UMBC and coordinated and approved through the Facilities Director.

2. The Guard Force of the contract guard service:
   a. Shall check personnel and vehicular entry and enforce the UMBC pass identification system to control access to and egress from the specified
facility and other locations identified through a supplemental guard coverage report.

b. Shall maintain a continuous patrol of the specified areas during the hours identified, including all parking lots and buildings. During such patrol, the guard force shall check all designated gates, doors, and windows. If any of these items are found to be unlocked or unsecured, the guard force shall secure same to the best of their ability.

c. Shall endeavor to prevent the occurrence of fires, explosions and other catastrophes by appropriate action and by close observation of the buildings, machinery, vehicles, electrical equipment, and personnel and shall upon discovery of an unsafe condition or practice, notify UMBC’s police dispatcher.

d. Shall provide escort service on the facility as established by UMBC or as deemed necessary by the Facilities Director.

e. Guards shall patrol the exterior perimeter of the building as needed and remove any persons loitering or sleeping on the property. Guards shall notify Baltimore City Policy as necessary if assistance is required.

3. Employees of the contract guard service shall not be permitted entry to UMBC properties except to perform assigned guard or supervisory duties.

4. Employees of the contract guard service shall not accept instructions or directions, verbally or otherwise, except under emergency or other unusual conditions, from any person other than the Facilities Director or designee.

B. Personnel Standards

1. The contract guard service shall comply with specific security force personnel selection criteria. The selection criteria shall be provided by the contract guard service and reviewed and approved by the Facilities Director. Selection of guard force personnel shall include consideration of character traits, motivation, and the ability to perform those mental and physical tasks required of guard force personnel.

2. All guard force personnel shall possess mental and emotional stability and have the capability of exercising sound judgment. In addition, the following requirements shall apply to all contract guard service personnel:

   a. be able to read and fully comprehend work instructions
   b. be able to write in a legible and understandable fashion
   c. be able to speak and write English in a satisfactory fashion so as to be able to communicate in person, by telephone or by radio
   d. be a minimum age of 21 years
   e. possess a high school diploma or equivalent GED
   f. obtain a security guard clearance identification card from the State of Maryland
   g. pass a chemical test and analysis for the detection of the illegal use of or abuse of drugs, contraband substances, and marijuana; and
h. not have a criminal conviction which carries a penalty of more than six (6) months.
i. have a minimum of 2 years’ experience (military service may be substituted).

3. The contract guard service shall complete the following background investigation of all guard force personnel:

a. Verification of identity
b. Employment history (past five years)
c. Education history
d. Military service
e. Criminal history
f. Reference checks (3 developed--those given to you on an application)
g. Motor Vehicle Administration check
h. Credit check

4. Shift supervisors shall have at least one (1) year of experience in a security-related supervisory capacity.

5. The contract guard service shall not, in any twenty-four (24) hour period, assign any person to perform guard services who has already performed guard services, in any capacity, in excess of twelve (12) hours within that 24-hour period or in excess of sixty (60) hours per week.

NOTE: Any of the above employment/suitability criteria, other than that required by law, may be waived when submitted in writing by the contract guard service to the Facilities Director if such waiver shall be in the best interest of UMBC. Selection criteria will not be submitted with bid (see Section XI Bid Submission).

C. Schedule

The initial contract period shall be for one year beginning January 1, 2013 through April 30, 2014 with UMBC reserving the right to exercise its sole option to renew the contract for five (5) additional one (1) year terms.

D. Working Conditions

1. The contract guard service shall furnish security officers to work at the Facilities per the schedule in the Duties and Responsibilities Matrix at the end of this section.

2. The contract guard service must be available to provide twenty-four hour guard service during emergency closure of UMBC or as required by UMBC.

3. Changes or additions to guard force coverage shall be made by the Facilities Director. A 48-hour notice of the change or addition will be furnished except where prohibited by time and/or circumstances.
E. Equipment

1. The contract guard service shall furnish equipment necessary for guards to perform their duties.
2. The contract guard service shall furnish each guard with any and all equipment (including hard hats and safety equipment) required by OSHA, MOSHA, or any other State, Federal or local laws.
3. The contract guard service shall furnish each post with a functioning flashlight.
4. The contract guard service shall ensure that special details, requested by the supplemental guard coverage report, maintain continuous communications, at all times, between UMBC supervisors, patrols, and/or the police dispatcher and provide a vehicle if shelter is not available. Each occurrence shall be billed separately.
5. The contract guard service shall receive, secure, and account for all keys issued in the performance of this specification. Duplicate or replacement keys must be requested through the Facilities Director. Keys issued for duty performance will not be removed from any UMBC facility. Any expense incurred by UMBC as a result of removal, loss, or mishandling of a key, shall be reimbursed by the contract guard service.
6. The contract guard service shall be responsible for the loss or damage of equipment furnished by UMBC that has resulted from negligence, willful misconduct, or unauthorized use. Additionally, the contract guard service shall be responsible for losses due to theft, vandalism, or misuse of UMBC equipment by the contract guard service employee. A sales bill will be prepared by UMBC as the mechanism for payment under this section by the contract guard service.
7. The guard force shall not possess firearms or weapons while on duty or on UMBC property under this contract, including but not limited to pepper mace, chemical mace, and batons.

F. Uniforms

1. The contract guard service shall provide the uniforms in quantities required for all of its guard force at zero (0) expense to the individual guard.
2. All guards shall be uniformly attired.
3. Headgear (hard hats) must be worn as required and name must be clearly identifiable.
4. Uniform clothing shall fit properly and be clean.
5. Each guard shall be furnished with a badge and identification card.
6. All guards shall wear sturdy uniform compatible, plain toe, leather soled, laced shoes of leather or leather-like material. Shoes must meet safety requirement, be clean, in good repair and shined. Socks shall be uniform compatible.
7. All guards shall be clean-shaven. A mustache shall be permissible if kept within small and neat. Beards and chin whiskers are not permitted.
8. All guards shall have their hair neatly trimmed and groomed.
9. Guards shall not wear a hooded sweatshirt or other hooded garment, excluding issued uniform equipment. Uniform compatible earmuffs may be worn if weather conditions warrant.

III. DOCUMENTATION REQUIREMENTS

A. General

1. At least two (2) working days prior to UMBC granting any employee of the contract guard service access to any UMBC facility, the contract guard service shall provide UMBC with certification that the contract guard service has the following documentation regarding the employee:
   a. Documentation file checklist
   b. Results of the successful drug screening
   c. Copy of applicant’s birth certificate
   d. Copy of applicant’s high school diploma or GED
   e. Copy of applicant’s DD214 if applicable
   f. Verification of proper licenses (for some posts)
   g. Shift supervisor - proof of one continuous year of supervisory experience

   The above documentation shall be retained by the contract guard service for each employee assigned to the UMBC contract for at least 12 months after termination of his/her employment and is subject to audit by UMBC as requested during normal business hours.

2. In addition to the certification, the contract guard service shall provide UMBC with one (1) 12 inch square photograph of the head and shoulders of each guard and include full name, date of birth, and social security number.

3. The contract guard service shall provide, at the beginning of each month, an updated listing of the guard force working at UMBC facilities.

4. The contract guard service shall provide hard copy documentation of rounds required by post orders.

5. The Contractor shall be responsible for the communication and enforcement of these policies and procedures to all guards assigned under this contract.

IV. RIGHT OF ACCESS

A. UMBC or its agent shall have right of access to the contract guard service’s facilities and records for inspection or audit at any time.

B. UMBC or its agent shall have right of access to contract guard service’s records for duplication/reproduction to substantiate acceptability of the work.

C. The contract guard service shall maintain all records pertaining to this contract for a period not less than one calendar year after the completion of this agreement. UMBC shall have right of access to these records during this period.
V. PERFORMANCE DEFICIENCIES

A. Failure to Perform

Failure to perform responsibilities or failure to comply with UMBC’s rules and regulations as noted below shall result in a monetary deduction being made to the contract guard service’s billing in the amount specified. The Facilities Director shall notify the contract guard service of his intent to make such deduction. For each occurrence of the below listed performance deficiencies, a $100.00 fine, except where noted, shall be assessed the contract guard service:

B. Technical Performance Requirements (per Section II above)

1. Failure to perform training or maintain training certifications (Section II, F.2).
2. Allowing a guard to work in excess of ten (10) hours in any twenty-four (24) hour period without an eight (8) hour break between shifts, or more than sixty (60) hours in a work week, except in a temporary or emergency situation, when approved by the Facilities Director.
3. Assigning an employee to work that does not conform to the personnel standards.
4. Failure to provide a contract representative on-site within one hour upon request.

C. Documentation Requirements

1. Failure to provide monthly security staff updates.
2. Failure to maintain document file per Section III above.

D. General Requirements - The security guard service shall have minimum performance requirements prohibiting the following activities:

1. Lateness - failure of guard to arrive for duty at designated time or failure to call in within the first 15 minutes of shift -- $25.00/each quarter hour interval.
2. Sleeping on duty - Strictly prohibited
3. Failure to properly check identification as required by post orders.
4. Failure to properly document and maintain access control logs.
5. Failure to provide a guard, for a post or shift or allowing any post to be unmanned for more than one (1) hour -- $100.00 for initial hour plus $50 for each hour thereafter that post remains unmanned.
6. Allowing a guard to work who is not both physically and mentally capable, i.e., having consumed alcoholic beverages or other types of intoxicants or drugs prior to going or while on duty.
7. Failure to maintain equipment.
8. Allowing a guard to work who is not wearing the prescribed uniform which will be in a clean and neat order.
E. Breach of UMBC Rules and Regulations

All contract guard service personnel shall adhere to UMBC rules and regulations. Committing any of the following infractions shall result in removal from the job and denial of future UMBC assignment:

1. Drinking, possession, or having an odor of alcoholic beverages while on duty.
2. Being under the influence or in possession of any intoxicants or illegal drugs while on duty.
3. Unauthorized use or possession of firearms or unauthorized weapons of any kind.
4. Fighting or disorderly conduct.
5. Leaving place of assignment before being properly relieved (abandoning post).
6. Destruction of property.
7. Falsification of records or reports.
8. Theft or unauthorized removal of property from UMBC premises (violations may also result in prosecution).
10. Making false statements (verbal or written).
11. Failure to follow safety rules (horseplay, smoking in prohibited areas, not wearing safety equipment required by UMBC).
12. Sleeping while on duty (violations will also result in fine).
13. Failure to write required reports or make rounds prescribed by UMBC written and verbal procedures.
14. Failure to properly identify person(s) entering property (violation will also result in fine).
15. Failure to perform duties specified in post orders (violation will also result in a fine).
16. Improper or careless use of property or equipment (violation will also result in a fine).
17. Failure to wear the proper uniform in the prescribed manner (violation will also result in fine).
18. Unauthorized conduct of personal business, gambling, or solicitation while on duty.
19. Unauthorized or misuse of telephones. Telephones are for business or emergency use only. Violation will also result in the contract guard service being billed for telephone charges.
20. Unauthorized reading of literature or material not connected with the job or listening to a radio or watching T.V. unless authorized by the Facilities Director for safety reasons.
21. Congregating with other security personnel at any post unless performing assigned duties.
22. Conduct unbecoming a guard or prejudicial to the standards of the security industry.
NOTE: UMBC’s rights or remedies shall not be limited in the event UMBC’s actual damages exceed the amount withheld from billing, or in the event UMBC fails to require performance of any term or provision of this contract.

VI. BENEFITS

A. UMBC requests that consideration of the current staff in place be considered for employment with the successful contractor.

B. The Contractor must allow full-time staff members, 10 paid holidays per contract term. These days include: New Year’s day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day and 2 elected holidays.

C. The Contractor must allow full-time staff members 5 paid vacation and 5 sick days per contract term. Please provide a complete description of your company’s vacation, sick and other leave policies under Section V, Item C-1.

VII. CHANGE/DEVIATION CONTROL

A. The contract guard service shall not assign any of their rights or obligations under this contract, or subcontract for the performance of any work specified herein, nor shall there be any change to or deviation from the requirements of this procurement specification, without the expressed written approval of UMBC. Any apparent conflict in the specification or its references shall be brought to the attention of UMBC for clarification, and the contractor shall not proceed prior to definitive instructions from UMBC. All requests for clarification, changes to or deviations from the requirements of this specification shall be submitted in writing to:

   UMBC
   Department of Procurement
   1000 Hilltop Circle
   Baltimore, MD 21250

   Approval will be provided by a change order, if approved by UMBC.

VIII. CONTINUITY OF SERVICES

A. The contract guard service shall be responsible for its own labor relations with any labor organization representing or seeking representation among its employees. In the event that the contract guard service has knowledge that an actual or potential labor dispute prevents or threatens to prevent timely performance under the contract, the contract guard service shall immediately give notice thereof to the Facilities Director. Such notice shall include all relevant information concerning this dispute. The contract guard service shall recognize its responsibility to guard and protect our plants, premises, material, facilities, properties, and personnel. In the event it is faced with a strike, threatened strike, stoppage of work, or other interferences, the contract guard service shall make every effort to see that its guard force personnel will continue to
report for duty, remain at their posts, discharge their duties in the regular manner, and discharge such other protection duties as are determined to be necessary and proper under such circumstances by the Director. In the event the guard force does not perform as specified under this contract, UMBC may hire outside guards for the duration of the contingency.

B. This contract may be terminated in whole or in part by UMBC for cause, immediately upon written notice being sent to the contract guard service by registered mail. Also, this contract may be terminated in whole or in part by UMBC without cause, as of the last day of any calendar month, upon written notice being sent to the contract guard service by registered mail at least thirty (30) days prior to the effective date thereof. Payment for work done up to and including the termination date shall constitute full satisfaction of all the contract guard service’s claims.

IX. PROPRIETARY INFORMATION

All information with respect to UMBC which is acquired by the contract guard service, whether as a result of direct disclosure by UMBC or otherwise, shall be treated as proprietary information obtained in confidence. None of this information shall be disclosed by the contract guard service or its employees, unless prior written authorization is obtained from the appropriate UMBC representative or unless required by Federal or State law.

X. ADMINISTRATIVE REQUIREMENTS

A. Inspections

1. The contract guard service shall provide 24 hour coverage to perform site supervisory functions.
2. A contract guard service employee, equal to at least the position of Supervisor, shall conduct an unannounced, biannual performance evaluation at each site. The performance evaluation shall:
   a. Verify guard on shift has received proper basic and on-site training,
   b. Verify appearance and decorum of security officer is in accordance with contract,
   c. Ensure that post orders are up-to-date; and
   d. Verify that the guard service’s management is making required visits/inspection.

   A copy of this evaluation shall be submitted to Facilities Director.

XI. ADDITIONAL INFORMATION

The following documents, listed in order of importance, must be provided in the Technical Proposals and will be evaluated for conformance with the specifications, and must pass the Technical Evaluation Phases in order to move into the Pricing Evaluation Phase.
A. Statement of Approach  
B. References  
C. Company Profile  
D. Certificate of Insurance  

XII. DUTIES AND RESPONSIBILITIES

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The contractor’s office shall have a telephone line that is a local/toll free call from the Columbus Center.</td>
</tr>
<tr>
<td>2</td>
<td>All contractor employees performing work on this contract must wear a uniform, as described below, and display credentials while working.</td>
</tr>
<tr>
<td>3</td>
<td>All contractor employees shall report in proper uniform (consistent with the time of year and weather conditions), equipped to perform their duties.</td>
</tr>
<tr>
<td>4</td>
<td>Equipment shall include an owner provided means of communication, e.g. radio, cell phone, etc. (see Communications Equipment for further detail).</td>
</tr>
<tr>
<td>5</td>
<td>Contractor personnel shall present a neat, clean, and thoroughly professional appearance.</td>
</tr>
<tr>
<td>6</td>
<td>All contract personnel shall be dressed in a work uniform with an identification patch indicating both the company name and the employee’s name and carry a photo-identification card or wear a clip-on photo-identification badge containing at a minimum the company name, company address and the employee’s name.</td>
</tr>
</tbody>
</table>
| 7    | Uniforms shall include but not be limited to the following:  
  - Trousers  
  - Shirt, either long or short sleeve  
  - Necktie  
  - Shoes, lace type with plain toe and standard heel, color shall be black  
  - Inclement weather clothing (i.e. raincoat, cap, gloves, etc.) as needed or loading dock post or exterior building rounds. |
| 8    | The contractor and/or his/her personnel shall identify themselves to any student, faculty, staff member, tenant or guest requesting identification. |
| 9    | **Duties**  
The contractor shall, in their response (Statement of Approach) provide a schedule matrix showing how the contractor intends to cover the posts for the times required below.  

It shall be the responsibility of the Contractor to provide sufficient personnel to Monitor and patrol the facility and adjacent grounds during the following hours as noted below:  

- **Supervisor:** Monday – Friday 7:00:00 a.m. – 3:00 p.m. either post, Pratt Street Lobby Security Desk or Loading Dock (8 Hours/day).  
- **Security Officer(s)** Balance of time (12:00am – 11:59 pm seven days per week including holidays) is to be filled with one or more security officers providing coverage of the posts noted for the times noted.  
- **Front Desk Hours:** 12:00am – 11:59pm seven days per week, including holidays.
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>● Loading Dock Hours: 7:00:00 a.m. – 5:00 p.m. (10 Hours/day, Monday through Friday, excluding University Holidays)</td>
</tr>
</tbody>
</table>
|     | ● University Holidays  
A list of UMBC holidays will be provided to bidders  

Note: University holiday designations will remain the same as noted, however the days on which the holiday is honored will vary in subsequent contract years. |
<p>| 10  | Maximum normal shift duration for any post or position shall not exceed 10 hours. |
| 11  | Respond immediately to any unauthorized act such as intrusion, theft, damage, etc. to minimize the results of such incidents. Immediately contact local police. |
| 12  | Assist students, faculty, and staff in contacting local emergency services as required, e.g. mugging, assault, medical emergency, etc. |
| 13  | Patrol the facility during typically unoccupied periods (nights and weekends) using a predetermined path at unscheduled times. Guard shall perform a minimum of three (3) unscheduled rounds of the building interior and exterior per shift. Provide an audit trail showing that the rounds are being made. |
| 14  | Control personnel access to the facility, maintaining a list of individuals who enter the building during typically unoccupied hours, 7:00:00 p.m. – 7:00:00 a.m. and anytime on weekends (7:00:00 p.m. Friday through 7:00:00 a.m. Monday). |
| 15  | Perform escort assistance to and from the parking areas during hours of darkness, as required and/or requested. |
| 16  | Man a central security control desk except when performing other official duties. Answer telephones and greet visitors professionally and politely. |
| 17  | Assist as required during after hours and weekend events at the Columbus Center. Guide visitors to designated meeting rooms and keep visitors in assigned areas of the building. |
| 18  | Report facilities problems such as broken water pipes, lighting problems, leaks, housekeeping issues, etc. to Facilities Management and Engineering (Phone numbers/contacts to be provided by Facilities Management) |
| 19  | Operate existing security system via PC. Operate existing video system. Monitor security cameras. Training for personnel will be provided by the Program Manager. |
| 20  | Operate existing Honeywell Fire Panel and PC operating software in response to alarms and trouble status alerts. Silence alarms when proper, determine defective devices, assist fire department, perform “fire watch” when necessary. Training for personnel will be provided by the building’s fire alarm monitoring contractor. |
| 21  | Operate existing photo badge id production software, maintain electronic and paper files of personnel access card information. Training for personnel will be provided by Facilities Management. |
| 22  | Maintain building door cylinder/key inventory, maintain existing electronic and paper files of personnel key distributions and inventories. |
| 23  | Facilitate authorized entry into locked areas for conference room set-up., repair, cleaning, misplaced tenant/occupant keys, etc. |
| 24  | Facilitate proper parking and maintain list of violations. Direct cars to proper parking, issue warnings, and initiate towing when necessary. |</p>
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>25</strong></td>
<td>Receive, sign for, and electronically log all deliveries at the loading dock and notify lab and office employees of deliveries as they arrive. Perishable deliveries are to be refrigerated or frozen as appropriate. Reminder calls are to be made daily for all packages that are not picked up. Secure all packages when leaving loading dock post for any reason. Contractor shall assume all responsibility for lost or stolen packages.</td>
</tr>
<tr>
<td><strong>25</strong></td>
<td>Respond to a call from the University’s Facilities Management or other designated University personnel within a maximum of five (5) minutes time from the time of the original call was placed to the contractor, the contractor’s service, or the contractor’s paging service. The contractor’s on-site personnel must report in person to the Center’s central security control desk within a ten (10) minute period.</td>
</tr>
<tr>
<td><strong>26</strong></td>
<td>Respond to reasonable and security related direction from the University’s Facilities Management and designated Columbus Center staff</td>
</tr>
</tbody>
</table>
| **27** | Supervisor Responsibilities:  
- Properly trained and perform all duties as specified.  
- Are in proper uniform and present a neat appearance  
- Maintain a continued state of readiness and up to date training |
| **28** | **Communications Equipment**  
The contractor’s on-site staff will be provided with a mobile phone to be used to conduct official business and or emergency contact during one’s shift. Mobile phones will be signed for and transferred to next shift. Mobile phones are not to leave the Columbus Center property for any reason.  
Computers are not to be used for personal purposes including, but not limited to, internet access / surfing, chat, watching television or movies, personal email, etc.  
Use of the mobile phone for personal reasons will result in disciplinary action(s).  
Each post is provided with a telephone  
Telephones are to be used for official business only.  
Use of the owner provided telephones to conduct personal business is unacceptable and will result in disciplinary action(s).  
Employees are not to use personal cell phones while on duty. |
| **29** | **Supervision**  
Contractor shall describe their procedure for direct daily supervision of the security guard(s) duty performance, insurance of requirements, corporate oversight, and liaison with the University’s Facilities Management regarding performance and problem resolution |
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Contractor’s site supervisor shall be responsible for the production and distribution of photo-id’s using owner supplied equipment.</td>
</tr>
<tr>
<td></td>
<td>Site supervisor shall also be responsible for key distribution and maintenance of all written and electronic files detailing transactions of keys and access cards.</td>
</tr>
<tr>
<td>30</td>
<td><strong>Transportation</strong></td>
</tr>
<tr>
<td></td>
<td>The Center at times is prone to heavy pedestrian traffic. Every precaution shall be exercised to avoid injuring people or disrupting traffic</td>
</tr>
<tr>
<td></td>
<td>All contractor and contractor employee vehicles used in the performance of the work on this contract shall comply with all rules and regulations as dictated by the Maryland Department of Motor Vehicles.</td>
</tr>
<tr>
<td></td>
<td>The contractor and his/her employees shall be subject to all Columbus Center traffic and parking regulations and restrictions and shall be responsible for any fines and/or restrictions due to violations.</td>
</tr>
<tr>
<td></td>
<td>Parking costs are the responsibility of the employee and/or guard service. The University will not provide parking permits or reimburse parking costs as a part of this contract. There is no onsite parking available for security guards.</td>
</tr>
<tr>
<td>31</td>
<td><strong>Keys, Identification Cards, and Security</strong></td>
</tr>
<tr>
<td></td>
<td>The safety and security of all faculty, staff, students, tenant employees and visitors at the Columbus Center is a serious concern. It is, therefore, of the utmost importance that the contractor and his/her representatives honor our security procedures and take diligent care of any Columbus Center keys and/or access cards under their control. It is the policy of the Columbus Center that:</td>
</tr>
<tr>
<td></td>
<td>The contractor’s personnel assigned to the Columbus Center shall be required to sign at shift change for receipt of the appropriate keys and/or access card(s) and/or communications equipment from the previous shift.</td>
</tr>
<tr>
<td></td>
<td>Each person shall be responsible for the security key ring and/or access card(s) until he/she has turned it over at the end of his/her shift. The contractor’s personnel shall maintain diligent care of the keys and/or access card(s) to avoid their loss and shall account for them at the end of each shift.</td>
</tr>
<tr>
<td></td>
<td>If the key and/or access card are lost, stolen, or damaged the person to whom the card is assigned shall report it to the University’s Facilities Management immediately. A charge may be assessed for replacing lost or stolen keys or cards and replacing locks should the Center decide that security has been breached</td>
</tr>
<tr>
<td></td>
<td>No temporary contractor or subcontractor shall sign keys and/or access cards out or take keys and/or access cards off the Center grounds.</td>
</tr>
<tr>
<td></td>
<td>No one shall duplicate or cause to be duplicated any key or access card on the Columbus Center system. Anyone acquiring or attempting to acquire a Columbus Center key or access card by fraudulent means or for unauthorized purposes will face criminal charges.</td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
</tr>
<tr>
<td>------</td>
<td>-------------</td>
</tr>
<tr>
<td><strong>32</strong> Facility Access</td>
<td>Access to the building is unrestricted to building tenant employees displaying a proper photo identification access card 24 hours per day. Visitors shall be escorted at all times by their host and/or tenant contact beyond the main lobby. No visitors are to wander the building unattended. Tenant employees entering the building after 7:00 pm and before 7:00 a.m. shall be required to sign-in at the front desk.</td>
</tr>
<tr>
<td><strong>33</strong> Replacement Guard(s) and/or Extra Guard(s)</td>
<td>The contractor must be able to provide qualified replacement guards within one (1) hour of notification of need for replacement or extra guards. Qualified replacement guards must be thoroughly familiar with the duties and responsibilities of the contract as specified herein. UMBC may request additional guard services to meet increased temporary needs resulting from special events, higher than normal visitor traffic and/or increased workload. All such requests that are made at least twenty four (24) hours in advance of the date/time required shall be billed at the regular guard rate.</td>
</tr>
<tr>
<td><strong>34</strong> Reports</td>
<td>Maintain a chronological log of events. The Contractor shall Provide written incident reports in their standard format, as well as documenting rounds in University-provided log book.</td>
</tr>
<tr>
<td><strong>35</strong> State Right to Reject or Remove Guards</td>
<td>Upon written notice from the University’s Facilities Management, the Contractor must agree to remove from service any employee who, in the opinion of the University’s Facilities Management, is considered unable to perform the required guard service under this contract.</td>
</tr>
</tbody>
</table>

**XIII. INSURANCE**

The successful vendor will be required to document proof of insurance for Commercial General Liability, Worker's Compensation, and Automobile Insurance. The University of Maryland Baltimore County and the State of Maryland are to be named as an “additional insured” on all but Worker's Compensation Insurance.

**NOTE:** INSURANCE MUST BE ON A PRIMARY BASIS. CONTRACTUAL REQUIREMENTS MUST BE CLEARLY INDICATED ON CERTIFICATE OR BY ENDORSEMENTS.
A. The following conditions for insurance must be met by the Vendor:

1. The Contractor shall not start work under this contract until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by the procurement officer; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required by the subcontract has been obtained and approved by the contractor and University of Maryland Baltimore County. Approval of insurance required of the contractor and subcontractors for the University will be granted only after submission to the University of original certificates of insurance signed by an authorized representative of the insurers or, alternately, at the University's request, certified copies of the required insurance policies.

2. All insurance policies required hereunder shall be endorsed to include the following provision; "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until forty-five (45) days prior written notice has been given to the University of Maryland Baltimore County".

3. No acceptance and/or approval of any insurance by the University of Maryland Baltimore County shall be construed as relieving or excusing the Contractor, or the surety or bond, if any, from any liability or obligation imposed upon either or both of them by the provision of the Contract Documents.

4. NAMED ADDITIONAL INSURED - The University of Maryland Baltimore County and the State of Maryland (including their elected or appointed officials, agents and employees) are to be named as additional insured under all coverage except Workers Compensation Insurance and the certificates of insurance (or the certified policies, if requested), must so indicate through inclusion of appropriate endorsement. Coverage afforded under this paragraph shall be primary to any other insurance of self-insurance, whether or not such other insurance or self-insurance is stated as primary, excess or contingent, as respects the above additional insured, their elected and appointed officials, agents and employees.

5. Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within ten (10) days of receipt of written notice at any time during the contract term, the University shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the University for the entire additional cost of procuring substitute performance and the cost of performing the incomplete portion of the Contract at time of termination.

6. Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering service exclusion that would preclude University of Maryland Baltimore County or participation institutions from supervising or inspecting the operations of the contractors as the end result.

7. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of agents or subcontractors and anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall be as fully responsible to University of Maryland Baltimore County for the actions of the subcontractors and of persons employed by them as it is for actions of persons directly employed by Contractor.

8. All required insurance coverage must be acquired from insurers allowed to do business in the State of Maryland and acceptable to University of Maryland Baltimore County. The insurers must have a policyholders’ rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.
9. The University of Maryland Baltimore County will consider deductibles or self-insured retention as part of its review of the financial stability of the proposer. Any deductibles or self-insured retention shall be disclosed in the Contractor's proposal and shall be assumed by the Contractor.

B. The Contractor shall purchase the following insurance coverage:

1. **Commercial General Liability** Insurance or its equivalent, for bodily injury, personal injury and property damage, including loss of use. It is preferred that coverage be provided on an "occurrence" basis. Such Commercial General Liability policy shall include the following extensions:
   a. Contractual Liability including protection for the Contractor for claims arising out of liability assumed under this contract.
   b. Personal injury liability including coverage for offenses related to employment, and for offenses assumed under this contract (deletes any standard employment and contractual exclusions if contained in the personal injury coverage section).

   NOTE: INSURANCE MUST BE ON A PRIMARY BASIS. CONTRACTUAL REQUIREMENTS MUST BE CLEARLY INDICATED ON CERTIFICATE OR BY ENDORSEMENTS

2. **Workers Compensation** - statutory benefits are required by Maryland law or other laws as required by labor union agreements, including standard Other States coverage; Employers Liability coverage.

3. **Business Automobile Liability** which will pay for liabilities arising out of accidents involving the ownership, operation, maintenance or use of any owned, hired, or non-owned motor vehicles, uninsured motorists’ insurance and automobile contractual liability.

4. The coverage shall be written for not less than the following limits of liability. Limits can be furnished by a combination of primary and excess (umbrella) policies.

   a. Commercial General Liability Insurance including all extensions -
      i. $2,000,000 property damage and shall cover public property and private property;
      ii. $2,000,000 personal injury;
      iii. $2,000,000 per accident

   b. Workers Compensation insurance - statutory requirements. Employers liability insurance - $1,000,000 each accidental injury; and $1,000,000 each employee, $1,000,000 policy limit for disease.

4. **Tort-Claim Act** - It is agreed that the contractor and its insurers will not raise or use, in the adjustment of claims or in the defense of suits against any participating USM institution, any immunity of the insured from tort liability, (including Maryland Tort Claim Act), including any limitation of liability, unless requested by any participating institution.

5. Additional information: The awarded firm will provide all endorsements from the insurer itself (rather than the agent); and there will be a request to see all coverage declaration pages together with all endorsements (to confirm compliance with the coverage requirements.)
A CERTIFICATION LETTER FROM THE INSURER (RATHER THAN THE AGENT) THAT ALL REQUESTED COVERAGES ARE AVAILABLE AND WILL BE PROVIDED TO THE CONTRACTOR UPON AWARD OF THIS CONTRACT SHOULD BE PROVIDED WITH THE TECHNICAL PROPOSAL.

END OF SECTION III
SECTION IV: EVALUATION AND SELECTION PROCEDURES

A. EVALUATION AND SELECTION COMMITTEE

All vendors’ proposals received by the closing deadline will be evaluated. The Procurement Officer shall establish an Evaluation and Selection Committee to review and rate the proposals. The Committee shall be composed of the Procurement Officer and any other individuals that the Procurement Officer may appoint. The Committee may request additional technical assistance from any source.

B. EVALUATION PROCEDURE

Qualifying Proposals – The Committee shall first review each proposal for compliance with the mandatory requirements of this RFP. Failure to comply with any mandatory requirement will disqualify a vendor’s proposal. The University reserves the right to waive a mandatory requirement when it is in its best interest to do so. The vendor must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP.

C. EVALUATION OF PROPOSALS

1. Initial Technical Evaluation: Technical Proposals will be evaluated by the University's Evaluation and Selection Committee before Price Proposals are requested of Proposer. Those Technical Proposals not achieving at least 75% of the technical points available for Initial Phase will not continue or advance further in the procurement process. Proposer’s whose technical proposal achieves the required, minimum technical score of 75% or better of the available technical points will continue in the procurement process and be asked to participate in an Oral Presentation Session at the University.

Technical scoring will be based upon information provided in response to the desirable items in this RFP.

Upon completion of the initial technical evaluation, all proposers will be notified as to the results of the initial technical evaluation of its firm's technical proposal.

2. Oral Presentations:

Those Proposers whose Technical Proposals achieve the required 75% minimum or better technical score will be requested to participate in an Oral Presentation at the University. The due date and time of the Oral Presentation will be set by the University upon completion of the initial evaluation of the Technical Proposals. It is anticipated, however, that Oral Presentations will be conducted on or about Tuesday, November 27, 2012. The date will be
verified by addendum sent to the applicable proposers at the time it is requested. All proposers are requested to set this date aside for this session on the Management/Contract Representative and the Supervisors’ calendars so as to avoid any conflicts.

The purposes of the presentation are as follows:

(i) To allow the University to meet the Proposer's Key Personnel;
(ii) To allow the University to review and discuss aspects of selected areas of the Proposer's Technical Proposal (see 3.1 below); and
(iii) To provide an opportunity to clarify the University's scope of services to be provided by the successful vendor.

At this time, it is anticipated that each proposer will be requested to have the following personnel attend the oral presentation: the Contract Representative and Shift Supervisors, as well as, any individuals who are needed to assist in the description of any part of the products and services proposed for this RFP.

At the time the Oral Presentations are scheduled, the University will confirm in writing with each Proposer the specifics of these sessions inclusive of the topics, time periods, and requested personnel.

Following the Oral Presentations, the University will conduct the Second Phase Technical Evaluation as described below.

3. Second Phase Technical Evaluation:

3.1 Following the Oral Presentations, a second technical evaluation will be conducted in which all categories of the technical proposal will be re-evaluated based on the Oral Presentation Session. Key Personnel and Firm References will be incorporated during this evaluation. The order of importance of the technical criteria will remain the same.

3.2 Proposers must maintain a minimum technical score of 75% of the available technical points in the Second Phase Technical Evaluation in order to advance in the procurement. Upon completion of the Second Phase Technical Evaluation, all Proposers will be notified as to the results this evaluation.

4. Price Proposal Phase:

4.1 Only those Proposers who maintain the minimum technical score of 75% or better in the Second Phase Technical Evaluation will be requested via written addendum to submit a Price Proposal.
4.2 The due date and time for Price Proposals to be submitted to the University is anticipated to be on or about Wednesday, December 5, 2012 at 2:00 p.m. Price Proposals will be opened privately.

4.3 The University may elect to request Best & Final Price Proposal(s).

D. **MINIMUM TECHNICAL SCORE**

Vendors must **achieve a minimum technical score of 75% of the total points available** for the technical evaluation in order to be considered for further evaluation. Vendors not achieving this minimum technical score will not be considered for the award.

E. **FINANCIAL EVALUATION**

The separate price volume of each qualified proposal will be evaluated following the completion of the technical evaluation. **Price Proposals will not be opened publicly.** Price Proposals will be evaluated based on the best total price to the University.

The University will establish a financial ranking of the proposals from lowest to highest total offers. If a numerical rating is utilized, the lowest evaluated total offer will receive 100% of the points awarded to the financial portion with subsequently higher quotes receiving proportionally lower points.

F. **FINAL RANKING AND SELECTION**

The resulting scores from the technical and price evaluation of proposals will be used as a guide in determining the successful proposer(s). The Evaluation and Selection Committee will choose from among the highest rated proposals which will best serve the interests of the University in accordance with the University System of Maryland Procurement Policies and Procedures. **Technical merit will be given a greater weight than cost in the final ranking.**

G. **CRITERIA FOR TECHNICAL EVALUATION**

The criteria that will be used by the committee for the technical evaluation of the proposals for this specific procurement are listed below in **order from most important to least.** Each committee member will score the proposals on each major criterion.

**TECHNICAL PROPOSAL**

Evaluation Criteria:

1. Statement of Approach - [Refer to Section V, Item C-1]

2. Documentation - [Refer to Section V, Item C-2, C-3, and C-4]
3. Financial Statement [Refer to Section V, Item C-5]

END OF SECTION IV
SECTION V: INFORMATION REQUIRED IN VENDOR PROPOSALS

A. TRANSMITTAL LETTER

A transmittal letter prepared on the vendor’s business stationery should accompany the proposal. The purpose of this letter is to transmit the proposal; therefore, it should be brief. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and financial offers, contained in the proposal.

B. TWO VOLUME SUBMISSION

The selection procedure for this procurement requires that the technical evaluation of the proposals is to be conducted before the Price Proposals are reviewed by the Committee. Consequently, each proposal must be submitted as two separate volumes as indicated below. Failure to do so may constitute disqualification of a vendor’s proposal.

C. VOLUME I – TECHNICAL PROPOSAL

This volume should be prepared in a clear and precise manner. It should address all appropriate points of this RFP except financial information. This volume consists of and must contain the following sections:

1. Statement of Approach to the Contract
2. Completed Forms from Appendix A
3. Certification to provide insurance as required
5. Bid/Proposal Affidavit

Items #1, #2 and #3 listed below are considered “Desirable” (D) for purposes of evaluation. It is important that all information requested be provided and each form be completed.

1. (D) Statement of Approach to the Contract

The Contract Guard Service is required to have unarmed security officers on-site. The guard service is also required to have a supervisor for each shift and a supervisor for the contract. Neither supervisor is required to be on site with the security officer, but they are to be available if needed during each shift.

The Contract Guard Service should submit a narrative on who they are and how they will handle the contract to provide security for the facility, property and individuals described herein. The plan must include a schedule for guard supervision by the Contract Guard Service. The plan must provide a comprehensive discussion of a plan of action and should include:
a. **Personnel Standards**: Contract Guard Service is to describe “how” they will comply with the specific security force personnel selection criteria, as well as, complete the background investigation of all guard force personnel. How is this process confirmed to UMBC?

b. **Benefits**: Describe, in detail, the benefit package that your company currently offers or will offer under this contract.

c. **Training**: Contract Guard Service is to describe and explain “how” their personnel will be trained. What are the frequency and the topics of training?

d. **Staffing**: Provide a listing of guards and Supervisors that will be assigned to this contract. The list shall include the name, training/certification, whether supervisor or guard, and number of years of service with your company. Indicate if the current guard staff in place would be considered for employment with your company. Three (3) references must be provided for each person serving in a Security Contract Representative/Shift Supervisor capacity.

e. **Documentation/Reporting**: Contract Guard Service is to describe the processes in place now, or to be used, for providing Incident or other Reports and Documentation to UMBC. Describe those reports and documents.

f. **Timeline**: Contract Guard Service is to describe the plan and timeframe needed to transition into this contract.

2. (D) **Firm Experience**:

2.1 Complete an "**Experience Form**" (found in Appendix A) for three (3) contracts where these services have been performed within the last three (3) years; and provide the dollar value of each contract. At least one (1) of these contracts should be in a higher academic environment. All are to be similar in size and scope to The University of Maryland Baltimore County.

List the following on each:

- Name and address of contract location;
- Number of years the contract has been in place;
- Owner's name, address, telephone and contact person;
- Brief description of the scope of the contract and the services performed by your firm;
- Name(s) of the responsible **Account Representative** within your organization who manages the contract.

2.2 References: Provide at least three (3) references (preferably those from the experience list above in 2.1) of contract locations where these services have been performed within the last three (3) years. Provide contact name, address, telephone number and account name and location for each reference. It is imperative that accurate contact names and phone numbers be given for the
contracts listed. All references should include a contact person who can comment on the firm's ability to handle a contract of this type.

The University reserves the right to verify all information given if it so chooses, as well as, to check any other sources available including itself even if not provided as a reference by the Proposer. Such references will be held in the strictest confidence.

3. (D) **Company Profile/Background Information:** Complete the “Company Profile Form” found in Appendix A which includes a description of your company and its history, as well as, the management and ownership structure.

4. (D) **Key Personnel:** The Account Manager is defined as the University's primary point of contact on a day-to-day basis and the person who will manage the contract for the vendor. The Account Manager for this contract must be a direct employee of the proposing firm and must speak English.

   4.1 Complete a "Key Personnel Form" (found in Appendix A) on the person proposed for the **Account Representative** for this contract inclusive of their qualifications, number of years with the firm, and prior experience inclusive of the role the person played on other contracts.

   4.2 Provide three (3) references (preferably those provided in 4.1. above) on the Account Manager. Such references must be able to comment on the person's performance in the role assigned in this proposal. All references will be held in the strictest confidence.

The University reserves the right to verify all information given if it so chooses, as well as, to check any other sources available including itself even if not provided as a reference by the Proposer. Such references will be held in the strictest confidence.

   4.3 List the name(s) of the Account Manager’s Back-up for extended absences.

5. (D) **Financial Stability of the Company:** Submit a statement indicating the financial stability and ability to manage this account. Such a statement may consist of one of the following: a current Financial Report (preferred) or a Dun and Bradstreet Report with D&B rating noted; or, a narrative of the past five years' business profile; etc. Statements shall be current. All information will be kept confidential.

6. **Completed Bid/Proposal Affidavit** with Addendum (found in Appendix A).

7. **Acknowledgement of Receipt of Addenda Form:** (found in Appendix A) In the event addenda to the solicitation documents are issued prior to the due date and time for proposals, this form is to be completed and enclosed with the proposal.
Any other information that may be relevant but does not fall in the above format should be provided as an appendix to this volume. Minor irregularities in the proposals, which are deemed immaterial or inconsequential in nature, may be waived whenever it is determined to be in the best interest of the University.

If company literature or other publications are included and intended to respond to an RFP requirement, the response in this volume should include reference to the document name and page.

Technical volumes containing no such citations will be considered complete and without need to refer to other documents, i.e., the Evaluation and Selection Committee will not be required to refer to any additional documents for the vendor responses to RFP requirements during the evaluation process.

D. VOLUME II – PRICE PROPOSAL

Price Proposals are NOT being requested at this time. An addendum will be issued to those firms who achieved the 75% minimum technical score or better. This volume must be submitted in a sealed envelope separate and apart from the technical volume. The envelope shall have the Proposer's name, the contract name and the RFP number prominently displayed, together with the words "PRICE PROPOSAL". It must contain the following:

1. (D) **Price Proposal Form**: Complete the Price Proposal Form in Appendix B. The Price Proposal shall be filled out completely in ink or typed. Any erasures and/or alterations to the Proposer's pricing shall be initialed in ink by the signer. *Please note, however, that no changes, alterations or additions to the Price Proposal Form are permitted.*

2. Price Proposal Due Date/Time: The due date and time for the Price Proposal is anticipated to be **Wednesday, December 5, 2012 at 2:00 p.m.** Price Proposals will be opened privately.

3. Price Proposals will be evaluated based on the total lump sum for providing the guard services.

E. SUBMISSION

1. Vendors must submit the required number of copies of his/her Technical Proposals by the closing time and date specified in Section I, Item F of the RFP.

2. The Technical Proposal should contain:
   A. Transmittal Letter
   B. Responses to Section V, Items C1-C5
   C. Appendix A Forms

END OF SECTION V
VI. APPENDICES

APPENDIX A – TECHNICAL PROPOSAL FORMS

APPENDIX B – PRICE PROPOSAL FORM

APPENDIX C – CONTRACT FORMS

APPENDIX D – SMALL BUSINESS RESERVE INFORMATION
APPENDIX A

TECHNICAL PROPOSAL FORMS

Key Personnel /References
Firm Experience/Reference Form
Company Profile
Bid Proposal Affidavit
Acknowledgement of Receipt of Addenda Form
APPENDIX A
UNARMED GUARD SERVICES: THE COLUMBUS CENTER
RFP # BC-20847-P

KEY PERSONNEL FORM

1. PERSON’S NAME: ________________________________________________

2. TITLE: ___________________________________________________________

3. ROLE/TITLE ON THIS PROJECT: ________________________________
   Describe the role of this person on this contract, including services to be provided directly and/or
   services to be supervised as provided by others.
   __________________________________________________________________
   __________________________________________________________________
   __________________________________________________________________

4. EDUCATIONAL BACKGROUND:

<table>
<thead>
<tr>
<th>Institution</th>
<th>Degree/Diploma/Certificate</th>
<th>Major (if any)</th>
<th>Year received</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. EMPLOYMENT HISTORY*: (*NOTE: If a person has more than three (3) employers in his/her
   employment history, please provide complete employment history via supplemental page(s) attached to
   this form.)

5.1 CURRENT EMPLOYER’S NAME: _______________________________________

   Dates of Employment: Start: ___________ End: ___________

   Position Held (Role) Duration By Date
   ____________________________________________ ___________
   ____________________________________________ ___________
   ____________________________________________ ___________
   ____________________________________________________________________
   ____________________________________________________________________
   ____________________________________________________________________
5.2 PRIOR EMPLOYER'S NAME: _____________________________________________
Address: ______________________________________________________________________
Contact Person: _____________________________________________________
Telephone Number: _____________________________

Dates of Employment: Start: ______________ End: ________________
Position Held (Role) Duration By Date
________________________________________________________________________
________________________________________________________________________

5.3 PRIOR EMPLOYER'S NAME: _____________________________________________
Address: ______________________________________________________________________
Contact Person: _____________________________________________________
Telephone Number: _____________________________

Dates of Employment: Start: ______________ End: ________________
Position Held (Role) Duration By Date
________________________________________________________________________
________________________________________________________________________

NOTE: If a Proposer finds the space provided to be insufficient, he/she can attach additional pages to this form as he/she finds appropriate and just indicate on the this form to see “attached pages”.

END OF FORM
UNARMED GUARD SERVICES: THE COLUMBUS CENTER – RFP # BC-20847-P

FIRM EXPERIENCE FORM

EXPERIENCE FORM (Complete for three (3) similar/relevant contracts.)

Proposer’s Name: ________________________________

Client’s Name: ________________________________

Client’s Address: ________________________________

Client’s Contact Person: __________________________

Client’s Telephone Number: _______________________

Client’s eMail Address: ___________________________

TYPE OF CONTRACT: (Check all that apply)

  ___ Academic / Higher Education (at least 1 should be in a higher academic environment)

  ___ Other: ________________________________

  ___ Hospital

  ___ Government Agency

Project/Contract Dollar Size: $ ________________

Project/Contract Term:  From: ________________

                      To: _______________________

Names of Proposing firms Account Representative this project/contract: ________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________
APPENDIX A
UNARMED GUARD SERVICES: THE COLUMBUS CENTER
RFP-BC-20847-P

COMPANY PROFILE FORM
Page 1 of 2

1. SBR (Small Business Reserve) Number: ____________

2. COMPANY NAME: ______________________________________________________
   ADDRESS __________________________________________________________________
   __________________________________________________________________________
   TELEPHONE NUMBER:____________________  FAX NUMBER: ____________________
   DATE OF INCORPORATION: _____________  # OF YEARS IN BUSINESS: ___
   STATE OF INCORPORATION: _______
   NUMBER OF EMPLOYEES:          Security Officers _________
                                    Clerical/support staff _______
                                    Other _______

3. TYPE OF ORGANIZATION:
   ___Corporation   ___Partnership   ___Individual   ___Joint Venture

4. OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:
   _________________________________________________________________________
   _________________________________________________________________________

5. NAMES OF PRINCIPAL(S) AND TITLE(S):
   _________________________________________________________________________
   _________________________________________________________________________

6. ADDRESS OF OFFICE THAT WILL PROVIDE SERVICES TO UMBC, AND THE NUMBER OF EMPLOYEES (if same as above, indicate below)
   _________________________________________________________________________
   Number of employees, and roles at this location: ________________
COMPANY NAME: ____________________________________________________________

7. TYPE(S) OF WORK PERFORMED AND SERVICES PROVIDED BY THE COMPANY:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

8. ANNUAL SALES:

2011 $ ________________________
2010 $ ________________________
2009 $ ________________________

9. HISTORY OF THE COMPANY (if preferred, an attachment to this form can be provided. If this is the case, please indicate below to “see attached”):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

END OF COMPANY PROFILE FORM
BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT: I am the ____________________ (title) and the duly authorized representative of ____________________ (business) and that I possess the legal authority to make this Affidavit on behalf of myself and the Business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONDITIONS

I FURTHER AFFIRM THAT:
Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies (as is defined in Section 16-101 (f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business) (use attachments as necessary):
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:
Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:
(a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
(b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
(2) Been convicted of any criminal violation of a state or federal antitrust statute;
(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. 1961 et seq., or the Mail Fraud Act, 18 U.S.C. 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
(4) Been convicted of a violation of the State Minority Business Enterprise Law, SS 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
(5) Been convicted of a violation of the SS11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) - (5) above;
(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or
(8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in SSB and C (1) – (7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment) (use attachments as necessary):
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

RFP#BC-20847-P  Page 47
D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension) (use attachments as necessary):

________________________________________________________________________________________________________

________________________________________________________________________________________________________

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Section 16-101, et seq., of the State Finance and Procurement Article of the Annotated Codes of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification) (use attachments as necessary):

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a Contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or proposer or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.
I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§ 14-101 through 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate $100,000 or more shall, file with the State Board of Elections a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.
(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
   (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
   (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
   (c) Prohibit its employees from working under the influence of drugs or alcohol;
   (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
   (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
   (f) Establish drug and alcohol abuse awareness program to inform its employees about:
      (i) The dangers of drug and alcohol abuse in the workplace;
      (ii) The business' policy of maintaining a drug and alcohol free workplace;
      (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
      (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
   (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by J (2) (b), above;
   (h) Notify its employees in the statement required by J (2) (b), above, that as a condition of continued employment on the contract, the employee shall:
      (i) Abide by the terms of the statement; and
      (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than five (5) days after a conviction;
   (i) Notify the procurement officer within ten (10) days after receiving notice under J (2) (h) (ii), above, or otherwise receiving actual notice of a conviction;
   (j) Within 30 days after receiving notice under J (2) (h) (ii), above, or otherwise receiving actual notice of conviction, impose either of the following sanctions or remedial measures on an employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
      (i) Take appropriate personnel action against an employee, up to and including termination; or
      (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
   (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of J (2) (a) - (j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in J (4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:
   (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
   (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.11 or 21.07.03.15, as applicable; and
The violation of the provisions of COMAR 21.11.08 or this certification in connection with contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. Except as validly contested, the business had paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final payment under any contract relating to this bid/proposal affidavit.

2. The business named above is a __________ sole proprietorship, __________ partnership, or __________ corporation formed under the laws of the State of __________. [For entities not formed under the laws of Maryland.] I further affirm that the business named above is registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its current resident agent is filed with the State Department of Assessments and Taxation as:

   Name: ___________________________________
   Address: ________________________________

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

M. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of the accompanying bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution, and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: ____________________________________ EIN or SS#: __________________________

By: _____________________________________ Solicitation#: __________

   (Authorized Representative and Affiant)

12.0021 (Rev. 11/05)

END OF FORM
RFP NO.: BC-20847-P

TECHNICAL PROPOSALS
DUE DATE: THURSDAY, OCTOBER 25, 2012 AT 2:00 P.M.

RFP FOR: UNARMED GUARD SERVICES: THE COLUMBUS CENTER

NAME OF PROPOSER: ________________________________

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No. ____ dated _________
Addendum No. ____ dated _________
Addendum No. ____ dated _________
Addendum No. ____ dated _________
Addendum No. ____ dated _________
Addendum No. ____ dated _________

As stated in the solicitation documents, this form is included in our Technical Proposal.

__________________________________________
Signature

__________________________________________
Printed Name

__________________________________________
Title

__________________________________________
Date

END OF FORM
APPENDIX B

PRICE PROPOSAL FORM

Price Proposal Form
Dear Ms. Pertee:

The undersigned hereby submits the Price Proposal as set forth in RFP# BC-20847-P dated 09/28/12 and the following subsequent addenda:

<table>
<thead>
<tr>
<th>Addendum</th>
<th>Dated</th>
</tr>
</thead>
<tbody>
<tr>
<td>________</td>
<td>______</td>
</tr>
<tr>
<td>________</td>
<td>______</td>
</tr>
<tr>
<td>________</td>
<td>______</td>
</tr>
</tbody>
</table>

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to complete the work as described in this RFP and subsequent Addenda as noted above. By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of this RFP including any issued addenda.

A. The contract guard service shall furnish two (2) security officers to work at the Columbus Center during the following hours:

1. **Supervisor:** Monday – Friday, 7:00 a.m. – 3:00 p.m., at either post, Pratt Street Lobby Security Desk or Loading Dock (8 hours/day)

2. **Security Officer(s):** Balance of time (24 hours per day), seven days per week, including holidays is to be filled with one or more security officers providing coverage of the posts noted for the times noted.
PROPOSER: ___________________________________________________

B. Hourly Rates

<table>
<thead>
<tr>
<th>Role</th>
<th>Regular Hourly Rate</th>
<th>2(^{nd}) Shift Hourly Rate</th>
<th>3(^{rd}) Shift Hourly Rate</th>
<th>Emergency Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervisor</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Security Officer</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

C. Annual Costs

1. Supervisor: $__________________
2. Front Desk Coverage: $__________________
3. Loading Dock Coverage: $__________________

Total Written in numbers: $__________________
Total Written in words: ________________________________________________

We understand that by submitting a Response we are agreeing to all of the terms and conditions included in the RFP documents. We understand that the University reserves the right to award a contract for all items, or any parts thereof, or no contract at all based on available funding.

We understand that the Bid/Proposal Affidavit submitted as part of the original technical offer remains in effect.

The undersigned hereby certifies that he/she is a duly authorized office of the Proposer and can bind the Proposer to the prices quoted herein.

____________________________________________
Proposer (Company Name)

____________________________________________
Authorized Signature

____________________________________________
Print Name

____________________________________________
Title

Page 2 of 2
END OF FORM
APPENDIX C

CONTRACT FORMS

(These forms will be completed with the successful contractor only--do not return with the Technical Proposal.)

Contract
Contract Affidavit
CONTRACT
BETWEEN
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
AND

By this Contract, made as of the day of ____________, 2012, by and between The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland, agency of the State of Maryland (“University”), 1000 Hilltop Circle, Baltimore, Maryland 21250, and ____________________________ (“Contractor”), for ____________, the parties hereby agree as follows:

1. **TERM OF CONTRACT:** The term of this Contract shall begin on ______ and end on _______.

2. **SCOPE OF CONTRACT:** The Contractor’s obligations and duties under this Contract shall include, but are not limited to, the terms, conditions and specifications contained in RFP No. ______ and any amendments or changes thereto as well as the Contractor's proposal submitted in response to the aforementioned RFP (collectively referred to hereinafter as the “Contract Documents”). These obligations and duties are subject to the unilateral right of the University to order, in writing, changes in the work within the scope of the Contract.

3. **COMPENSATION AND METHOD OF PAYMENT:**
   A. As compensation for satisfactory performance of the work described in Paragraph 2, above, the University will pay the Contractor $___________.
   B. The Contractor's Federal Tax Identification Number or, where applicable, Social Security Number is ________________.
   C. The Contractor shall be paid only for items or services that are specifically named in this Contract. No additional costs for items or services will be paid by the University without its prior express written consent.

4. **DELIVERY:** Delivery shall be made in accordance with bid/RFP specifications. The University reserves the right to test any materials, equipment, supplies or services delivered to determine if the specifications have been met. The materials listed in the specifications shall be delivered FOB the point or points specified prior to or on the date specified in the solicitation. Any material that is defective or fails to meet the terms of the specifications shall be rejected. Rejected materials shall be promptly replaced. The University reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement plus applicable expenses, if any.

5. **NON-HIRING OF EMPLOYEES:** No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.

6. **RESPONSIBILITY OF CONTRACTOR:**
   A. The Contractor shall perform the services with that standard of care, skill and diligence normally provided by a Contractor in the performance of services similar to the services hereunder.
B. Notwithstanding any review, approval, acceptance or payment for the services by the University, the Contractor shall be responsible for professional and technical accuracy of its work, design drawings, specifications and other materials furnished by the Contractor under this Contract.

7. DISSEMINATION OF INFORMATION:
   A. During the term of this Contract, the Contractor shall not release any information related to the services or performance of the services under this Contract nor publish any final reports or documents without the prior written approval of the University.
   B. The Contractor shall indemnify and hold harmless the University, its officers, agents and employees, from all liability which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, documents, or materials pertaining in any way to this Contract by the Contractor, its agents or employees.

8. OWNERSHIP OF DOCUMENTS AND MATERIALS: The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs graphics, mechanical, artwork, and computations prepared by or for it under the terms of this Contract shall at any time during the performance of the services be made available to the University upon request by the University and shall become and remain the exclusive property of the University upon termination or completion of the services. The University shall have the right to use same without restriction or limitation and without compensation to the Contractor other than that provided by this Contract. The University shall be the owner for purposes of copyright, patent or trademark registration.

9. PATENTS, COPYRIGHTS AND TRADE SECRETS:
   A. If the Contractor furnishes any design, device, material, process or other item which is covered by a patent or copyright or which is deemed proprietary to or a trade secret of another, Contractor shall obtain the necessary permission or license to use such item.
   B. Contractor will defend or settle, at its own expense, any claim or suit against the University alleging that any such item furnished by Contractor infringes any patent, trademark, copyright, or trade secret. Contractor also will pay all damages and costs that by final judgment may be assessed against the University due to such infringement and all attorneys’ fees and litigation expenses reasonably incurred by the University to defend against such a claim or suit. The obligations of this paragraph are in addition to those stated in paragraph 16 below.
   C. If any products furnished by Contractor become, or in Contractor’s opinion, are likely to become, the subject of a claim of infringement, Contractor will, at its option: (1) procure for the University the right to continue using the applicable item; (2) replace the product with a non-infringing product substantially complying with the item’s specifications; or (3) modify the item so it becomes non-infringing and performs in a substantially similar manner to the original item.

10. DISPUTES: This Contract shall be subject to the provisions of University System of Maryland Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer’s decision. Any dispute that is not subject to the
jurisdiction of the Maryland State Board of Contract Appeals, as provided in the University System Procurement Policies and Procedures, shall be brought in and heard by the courts of the State of Maryland, and the parties voluntarily consent to the exclusive jurisdiction of the courts of this State for any such proceeding.

11. **NONDISCRIMINATION IN EMPLOYMENT**: The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

12. **CIVIL RIGHTS ACT 1964**: Vendors and Contractors providing materials, equipment, supplies or services to the State under this Contract herewith assure the State that they are conforming to the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1988, and the Civil Rights Act of 1991, and Section 202 of Executive Order 11246 of the President of the United States of America as amended by Executive Order 11375, as applicable.

13. **AFFIRMATIVE ACTION**: The Contractor and all subcontractors shall develop and maintain affirmative action plans directed at increasing the utilization of women and members of minority groups on State public works projects, pursuant to the Executive Order 11246 of the President of the United States of America and guidelines on Affirmative Action issued by the Equal Employment Opportunities Commission (EEOC) 29 C.F.R. part 1608 and the Governor of Maryland’s Executive Order 01.01.1993.16.

14. **CONFLICT OF INTEREST LAW**: It is unlawful for any University officer, employee, or agent to participate personally in his official capacity through decision, approval, disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, child, brother, or sister, has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of Article 40A, §3-101 et seq of the Annotated Code of Maryland.

15. **CONTINGENT FEE PROHIBITION**: The Contractor, Architect, or Engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, Architect, or Engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

16. **INTELLECTUAL PROPERTY**: Contractor agrees to indemnify and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.

17. **SOFTWARE CONTRACTS**: “N/A”
18. **EPA COMPLIANCE:** Materials, supplies, equipment and services shall comply in all respects with the federal Noise Control Act of 1972, where applicable. Power equipment, to the greatest extent possible, shall be the quietest available. Equipment certified by the US EPA as a Low Noise Emission Product pursuant to the Federal Noise Control Act of 1972 shall be considered to meet the intent of the regulation. The Contractor must supply and have immediately available to their employees spill containment equipment/supplies necessary to contain any hazards they may introduce to the job site. The Contractor is responsible for any and all costs incurred by the University in remediating spills or releases of materials he/she introduced onto the job site.

19. **MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS:** If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

20. **TERMINATION FOR DEFAULT:** If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the University may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the University's option, become the University's property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

21. **TERMINATION FOR CONVENIENCE:** The performance of work under this Contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.
22. **TERMINATION OF MULTIYEAR CONTRACTS**: If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State’s rights or the Contractor’s rights under any termination clause in the Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

23. **DELAYS AND EXTENSIONS OF TIME**: The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a State Contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a sub-contractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

24. **VARIATIONS IN ESTIMATED QUANTITIES**: [Delete is not applicable - if contract does not contain estimated quantity items.] No equitable adjustment shall be permitted in favor of either the State of Maryland or the Contractor in the event that the quantity of any pay item in this Contract is an estimated quantity and the actual quantity of such pay item varies from the estimated quantity stated in the Contract.

25. **LIQUIDATED DAMAGES**: [To be included where deemed appropriate by the Procurement Officer or insert “N/A”] Time is an essential element of the Contract and it is important that the work be vigorously prosecuted until completion. For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the contract, the Contractor shall be liable for liquidated damages in the amount(s) provided for in the solicitation, provided, however, that the due account shall be taken of any adjustment of the specified completion time(s) for completion of work as granted by approved change orders.

26. **SUSPENSION OF WORK**: The procurement officer unilaterally may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the University.

27. **PRE-EXISTING REGULATIONS**: In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.
28. **FINANCIAL DISCLOSURE**: The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

29. **POLITICAL CONTRIBUTION DISCLOSURE**: The Contractor shall comply with Article 33, Sections 14-101 through 14-104, of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year under which the person receives in the aggregate $100,000 or more shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of $500 to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

30. **RETENTION OF RECORDS**: The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the University hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.

31. **AUDIT**: The University reserves the right to request an independent review of the Contractor’s financial operations and overall contract compliance (“Review”). The Review would be at the Contractor’s expense and comprised of an agreed upon procedures engagement by an independent certified public accountant with a protocol acceptable to both parties at the time of the request.

32. **COMPLIANCE WITH LAWS**: The Contractor hereby represents and warrants that:
   A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
   B. It is not in arrears with respect to the payment of any monies 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 that it shall not become so in arrears during the term of this Contract;
   C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
   D. It shall obtain at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.
33. **COST AND PRICE CERTIFICATION:** By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:
   A. A negotiated contract, if the total contract price is expected to exceed $100,000, or a smaller amount set by the procurement officer; or
   B. A change order or contract modification, expected to exceed $100,000, or a smaller amount set by the procurement officer.
   C. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

34. **TRUTH-IN NEGOTIATION CERTIFICATION:** [Mandatory provision for architectural services or engineering services contracts exceeding $100,000. It shall be in substantially the same form as follows: or insert “N/A” if not applicable.] The Contractor by submitting cost or price information, including wage rates or other actual unit costs, certifies to the best of its knowledge, information and belief, that:
   A. the wage rates and other factual unit costs supporting the firm's compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;
   B. if any items of compensation were increased due to the furnishing of inaccurate, incomplete or noncurrent wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The University's right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and
   C. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or noncurrent wage rates and other factual costs.

35. **PAYMENT OF UNIVERSITY OBLIGATIONS:** Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the University's receipt of a proper invoice from the Contractor. Each such invoice must reflect the Contractor's federal tax identification number. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited.

36. **SET-OFF:** The University may deduct from and set-off any amounts due and payable to the Contractor any back-charges or damages sustained by the University by virtue of any breach of this Contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.
37. **INDEMNIFICATION**: The University shall not assume any obligations to indemnify, hold harmless, or pay attorneys’ fees that may arise from or in any way be associated with the performance or operation of this Contract.

38. **PROHIBITION AGAINST SHIFTING MARYLAND INCOME TO OUT-OF-STATE AFFILIATES**: Contractor may not, for any period during the Contract term, seek to reduce the amount of Contractor’s income subject to Maryland income tax by payments made to an affiliated entity or an affiliate’s agent for the right to use trademarks, trade names, or other tangible property associated with Contractor. Contractor agrees that during the course of this Contract it shall not make any such royalty or similar payments to any affiliated company; and if any such royalty or similar payments are made, Contractor and the affiliated company shall file separate Maryland income tax, under a formula that reasonably apportions the income of the affiliated company among the states, including Maryland, in which the Contractor does business. Contractor agrees that it is authorized to bind its affiliated entities to the terms hereof.

39. **USE OF CONTRACTOR’S FORMS NOT BINDING ON STATE**:
   A. The use or execution by the University of any forms, orders, agreements, or other documents of any kind, other than the Contract documents, used pursuant to or in the administration of any contract awarded by the University to the Contractor, shall not bind the University to any of the terms and conditions contained therein except those provisions:
      (1) Generally describing for the purposes of ordering: equipment or services to be provided, locations, quantities, delivery or installation dates, and, to the extent consistent with the Contract Documents, prices; and
      (2) not otherwise inconsistent with the Contract Documents.
   B. Any such form, order, or others document shall not vary, modify, or amend the terms and provisions of the Contract Documents, notwithstanding any provision to the contrary in such document, unless all of the following conditions are met:
      (1) the document expressly refers to the particular document and provision of the Contract Documents being modified and plainly and conspicuously identifies any modifications thereto as a modification; and
      (2) the document is executed on behalf of the University by the procurement officer; and
      (3) execution of the document is approved by the procurement authority whose approval is required by law.

40. **ASSIGNMENT**: This Contract and the rights, duties, and obligations hereunder may not be assigned or subcontracted by Contractor without the prior written consent of the University.

41. **WAIVER OF JURY**: UNIVERSITY AND CONTRACTOR, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY ARE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS CONTRACT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES WHO ARE NOT PARTIES TO THIS CONTRACT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY UNIVERSITY AND CONTRACTOR, WHO HEREBY REPRESENT AND WARRANT THAT NO
REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY AN INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

42. **MARYLAND LAW**: This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflicts of law or choice of law principles.

43. **FORCE MAJEURE**: If either party’s performance(s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond that party’s control, then each party’s obligations with respect to the affected performance(s) shall be excused and neither party will have any liability in connection therewith.

44. **SUCCESSORS AND ASSIGNS**: This Agreement will bind upon and inure to the benefit of the parties hereto and their respective personal representatives/successors and assigns. Successors and assigns shall agree to assume in writing the obligations under this Contract.

45. **COMPLIANCE WITH FERPA**: The University agrees that, for purposes of the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) as amended (“FERPA”), the Contractor will be considered a contractor to whom functions and services have been outsourced by the University. As a result of these function and services, the Contractor might have access to educational records, as defined by FERPA. Contractor agrees that it shall not re-disclose personally identifiable educational records that it receives from the University pursuant to this Agreement, unless such disclosure is authorized to perform the functions and services provided through this agreement or is authorized under FERPA. Contractor expressly warrants and represents that it shall not use the student information or educational records provided by the University for any purpose other than to comply with the terms of this Agreement with the University. Contractor shall indemnify and hold harmless the University from and against any and all claims, suits, proceedings, costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs, attorney's fees, and other reasonable expenses of litigation, which may arise out of, relate to, or be a consequence of, an unauthorized disclosure of educational records. Contractor will, upon discovery, or receipt of notice, of a potential, or actual, material unauthorized disclosure of educational records, immediately report said occurrence to the University. Contractor will work with the University to remediate the unauthorized disclosure (or anticipated unauthorized disclosure) at the expense of Contractor. The terms of the remediation are the sole and exclusive determination of the University.

46. **CONTRACT CONTROLS**: It is mutually agreed that any attached contract, or addenda thereto, by and between the University and the Contractor pertaining to this Contract is supplemental and subordinate to this University of Maryland, Baltimore County Contract. The terms and conditions of this University of Maryland, Baltimore County Contract shall, at all times and in all events and situations, be controlling.
47. **CONTRACT AFFIDAVIT:** The Contract Affidavit required by the USM Procurement Policies and Procedures, consisting of Authorized Representative statement, Certification of Corporate Registration and Tax Payment, and Certain Affirmations Valid is attached and is a part of this Contract that must be executed by an authorized representative of the Contractor.

48. **ENTIRE AGREEMENT:**
   A. This Contract constitutes the entire agreement of the parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the parties with respect to the subject matter hereof. This Contract is intended by the parties as the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement.
   B. Headings: All headings are for reference purposes only and must not affect the interpretation of this Contract. All references to days in this Agreement mean calendar days, unless otherwise expressly stated. All references to including mean including without limitation.
   C. Partial Invalidity. Any provision of this Contract which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.
   D. Notices. Any notice required to be given hereunder shall be deemed to have been given either when served personally, by facsimile, or when sent by first class mail addressed to the parties at the addresses set forth in this Agreement.
   E. Counterparts. This Contract may be executed simultaneously, in two (2) or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to any other counterpart.

   (Signatures to be placed on the following page)
IN WITNESS WHEREOF, the parties have caused this Contract to be executed on their behalf by the undersigned as of the date first shown above.

Contractor: ____________________________

___________________________
Witness

___________________________
Signature

_____________________________
Typed/Printed Name

___________________________
Title

___________________________
Date

_____________________________
Telephone Number

University of Maryland Baltimore County

___________________________
Witness

___________________________
Signature

_____________________________
Typed/Printed Name

___________________________
Title

___________________________
Date

_____________________________
Telephone Number
CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE
I HEREBY AFFIRM THAT:

I am the (title) _____________________________and the duly authorized representative of (business) __________________________________and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT
I FURTHER AFFIRM THAT:

(1) The business named above is a (__domestic) (___foreign) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its current resident agent is filed with the State Department of Assessments and Taxation is:

Name: _______________________________________________________

Address: ___________________________________________________________________

City, State, Zip: ___________________________________________________________________

(2) Except as validly contested, the business had paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID
I FURTHER AFFIRM THAT:

To the best of my knowledge, information and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated ___________ 20____, and executed by me or for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _______________________________  By:  __________________________________

(Authorized Representative & Affiant)

12.00061  (04/02)

END OF FORM
APPENDIX D

NOTICE TO BIDDERS/OFFERORS
SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve procurement for which award is limited to certified small business vendors. Only businesses that meet the requirements set forth in State Finance and Procurement Article, §§ 14-501, Annotated Code of Maryland, and who are registered with the Department of general Services Small Business Reserve Program are eligible for award.

For the purposes of a Small Business Reserve procurement, a small business is a for-profit business, other than a broker, that meets the following criteria:

- It is independently owned and operated;
- It is not a subsidiary of another business;
- It is not dominant in its field of operation;
- Its wholesale operations did not employ more than 50 persons, and its gross sales did not exceed an average of $2,000,000 in its most recently completed 3 fiscal years;*
- Its retail operations did not employ more than 25 persons, and its gross sales did not exceed an average of $2,000,000 in its most recently completed 3 fiscal years;*
- Its manufacturing operations did not employ more than 100 persons, and its gross sales did not exceed an average of $2,000,000 in its most recently completed 3 fiscal years;*
- Its service operations did not employ more than 100 persons, and its gross sales did not exceed an average of $2,000,000 in its most recently completed 3 fiscal years;*
- Its construction operations did not employ more than 50 persons, and its gross sales did not exceed an average of $7,000,000 in its most recently completed 3 fiscal years.*

*If a business has not existed for three years, the employment and gross sales average(s) is the average for each year or part of a year during which the business has been in existence.

Further information on the certification process is available at www.dgs.state.md.us and click on the Small Business Reserve hyperlink.

END OF APPENDIX D

END OF RFP DOCUMENT