



PRINCE GEORGE'S
COMMUNITY COLLEGE

PRINCE GEORGE'S COMMUNITY COLLEGE

REQUEST FOR PROPOSAL # RFP 21-12

FOR

Largo Campus and Extension Centers Security Service

Issue Date: April 30, 2021

NOTICE: Prospective Offerors who have received this document from a source other than the Issuing Office are advised to contact the Issuing Office and provide their name and email address in order to ensure that amendments to the Request for Proposal or other communications can be sent to them. This is a courtesy, not a requirement of the College, the College does not take responsibility if any Prospective Offeror is not informed of communication issued under this RFP. It is the sole responsibility of any Prospective Offeror to visit the College's website for all documents relating to this RFP. Visit: <https://www.pgcc.edu/community/doing-business-with-pgcc/procurement/>

PRINCE GEORGE'S COMMUNITY COLLEGE
301 Largo Road
Largo, Maryland 20774
www.pgcc.edu

SOLICITATION SCHEDULE

RFP #21-012

Issue Date:	April 30, 2021
Last Day for Questions:	May 17, 2021 10:00 AM ET
Responses to Questions by:	May 26, 2021 5:00 PM ET
Due Date for Responses:	June 7, 2021 at 10:00 AM ET
Oral Presentation/Discussion Session(s): If held and for invited shortlisted firms only	June 23 – 24, 2021 (projected)
Contractor(s) Selection Anticipated to be finalized:	July 9 2021 (projected)
Contract Commencement:	July 22, 2021 (and, upon Board approval)

Note: Proposals are to be provided by the due date and time noted above. Proposals are to be submitted electronically to Issuing Office Contacts noted in this RFP. Firm's shall receive an email confirmation of receipt. Confirmation of receipt does not constitute as acceptance of any submissions. Firms that do not receive an email confirmation are responsible to contact the Issuing Office, to ensure submissions were received for consideration.

PRINCE GEORGE'S COMMUNITY COLLEGE

RFP 21-12

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REQUEST FOR PROPOSALS

FOR

Main Campus and Extension Centers Security Service

SECTION I. GENERAL INFORMATION

Summary.

1.1. Solicitation. Prince Georges Community College (PGCC) requests proposals for Main Campus and Extension Centers Security Services (the “Services”) at the Prince George’s Community College in Largo, Maryland in addition to all four (4) extension centers and approximately ten (10) county-wide locations to patrol during the day, evening and Saturday (continuing education courses), as needed by the College. Interested and qualified firms are requested to provide proposals in accordance with the time frame, statement of work, and specifications as provided in this Solicitation.

It is anticipated that one (1) contract (the “Contract”) will result from this Solicitation #RFP-21-12. However, the College reserves the right to award multiple firms. The initial contract term shall not exceed \$245,000, unless Board approval is granted. The College also reserves the right to award a primary and secondary awardee, the primary firm shall be awarded the contract value in full. In the event the primary firm fails or is unable to provide the required services the College may issue a contract to the secondary firm. The secondary firm’s initial contract value shall not exceed \$245,000 and may require Board approval.

1.2. Procurement Regulations. This RFP shall be conducted in accordance with College’s Policies and Procedures. The procurement method is Competitive Sealed Proposals.

1.3. Background.

Established in 1958, Prince George Community College is an award winning fully accredited public two-year institution offering credit programs leading to an associate degree, certificate, or letter of recognition. With a student body of approximately, 38,000 the College prepares its students for transfer to a four-year institution or for an immediate career. PGCC also offers extensive lifelong learning opportunities and noncredit, continuing education to those seeking career training or retraining, working to boost basic skills or pursuing new areas of interest. In addition to the College’s academic focus towards student growth and achievement, the College culture is geared towards ensuring students succeed.

It is the policy of the College’s Board that in accordance with the legal requirement imposed on community colleges by the State of Maryland, The Annotated Code of the Public General Laws of Maryland, State Finance and Procurement Article, Title 16 §16-315, Fiscal Matters, Audits, each community college shall have an annual audit of its books of accounts, accounting procedures and principles.

2. Issuing Office.

2.1. Issuing Office:

Adrienne Smith, Procurement Coordinator
Email: asmith5026@pgcc.edu
Telephone No.: 301-546-0015

And

Gerald Green, Procurement Coordinator
Ggreen4413@pgcc.edu

2.2. The Issuing Office shall be the sole point of contact with the College for purposes of the preparation and submittal of proposals in response to this solicitation.

3. Questions and Inquiries.

All questions and inquiries regarding this procurement must be directed to the individual(s) referenced with the Issuing Office above. Questions must be submitted in writing via email to the individuals listed above. Inquiries will receive a written reply/confirmation, submitted inquiries that are not confirmed by the College may not have been received. It is the sole responsibility of potential proposers to ensure inquiries/questions are received for response. Copies of replies will be sent to all other Offerors, but without identification of the inquirer. All such questions and inquiries must be received by the date and time as listed in the Solicitation Schedule of this RFP.

Potential proposers are advised that the College reserves the right to use its best judgment in choosing to respond or not to respond to any questions received before or after the above stated cut-off date for questions.

4. Technical Proposal Submission. SUBMIT ONE PDF: “FIRM NAME_TECHNICAL PROPOSAL”

4.1. Proposals are to be provided to the Issuing Office in accordance with the Solicitation Schedule. Proposals that are submitted electronically must be attached to an e-mail in portable document format (.pdf). Hyperlinks to software products sent to PGCC’s Issuing Office that indicate that the Proposal is posted/available by the Proposer on an electronic site may be rejected or considered non-responsive (1) if contract terms and conditions (i.e., a Click-Through Agreement) are required to be accepted by PGCC in order to download the Proposal (2) the proposal is not easily accessible or (3) can be modified after submission. By providing the Proposal to PGCC electronically, the Proposer grants the College the unlimited right to generate additional electronic and/or paper copies for distribution solely for the purpose of evaluation and review.

The College may deem a submission non-responsive if received after the due date and time. The date time the email is received by the Procurement Officer shall be the official date and time of submission to Procurement, not the date and time the Proposer “sent”. It is essential submission are emailed well before the deadline time to ensure receipt before or by the designated time.

Technical Proposals are to be submitted under a separate PDF from the Price Proposal.

Fee/Price Proposal Submission. SUBMIT ONE PDF TITLED: “FIRM NAME_ PRICE PROPOSAL”

4.2. Proposals are to be provided to the Issuing Office in accordance with the Solicitation Schedule. Proposals that are submitted electronically must be attached to an e-mail in portable document format (.pdf). Hyperlinks to software products sent to PGCC’s Issuing Office that indicate that the Proposal is posted/available by the Proposer on an electronic site may be rejected or considered non-responsive (1) if contract terms and conditions (i.e., a Click-Through Agreement) are required to be accepted by PGCC in order to download the Proposal (2) the proposal is not easily accessible or (3) can be modified after submission. By providing the Proposal to PGCC electronically, the Proposer grants the College the unlimited right to generate additional electronic and/or paper copies for distribution solely for the purpose of evaluation and review.

The College may deem a submission non-responsive if received after the due date and time. The date time the email is received by the Procurement Officer shall be the official date and time of submission to Procurement, not the date and time the Proposer “sent”.

Price Proposals are to be submitted under a separate PDF from the Technical Proposal.

4.3 Neither Technical nor Price Proposals will be opened publicly. The identity of Offerors will not be disclosed prior to the Contract Award.

4.4 The Technical Proposal and/or Price Proposal, either individually or collectively, is considered by PGCC to be an Offer.

5. Minority Business Enterprises (MBE) and Local Businesses.

Minority participation is important to PGCC. Prince George’s Community College strongly encourages qualified local minority businesses and local business to provide goods and services for the performance of College functions. Minority Business Enterprises (MBE) firms are strongly encouraged to respond to this solicitation. An MBE is defined by the College as follow: A Minority Business Enterprise (MBE) is any legal entity, other than a joint venture, organized to engage in commercial transactions which is at least 51% owned and controlled by one or more minority persons (African Americans, Hispanics, American Indians, Asians, women and the physically or mentally disabled), or a non-profit entity organized to promote the interest of the physically or mentally disabled.

Although State certification is not required, Offerors shall be required to provide adequate proof that each MBE proposed/utilized meets the College’s requirement/status and be required to execute the College’s MBE Affidavit or other execute/provide other required documents determined by the College, at a later date.

Potential proposers that are not certified by the Maryland Department of Transportation (MDOT), are encouraged to initiate certification as soon as possible. For more information on the State’s MBE program or questions related to certification, please contact MDOT’s Office of Minority Business Enterprise/Equal Opportunity, telephone 800-544-6056 or view the MDOT website: <http://www.mdot.state.md.us/mbe/index.html>.

MBE Contract Participation Goal/Commitment: 15%

The MBE goal is the minimum percentage the awarded vendor will retain for MBEs of the total overall contract(s) value that is established for this solicitation/awarded contract, unless waived by the College.

This subcontracting goal will become part of the contract. The MBE goal may be fulfilled by an MBE prime, if awarded the contract.

Proposers are to provide within their proposal a completed and signed MBE Utilization Affidavit and include a completed MBE Participation Schedule. Proposers are strongly encouraged to include local (Prince George's County based company/ies) MBEs within your firm's proposal. The Procurement Officer may deem the proposal not susceptible of the award, if the MBE documents are not provided within the Technical Proposal.

6. Acceptance of Terms and Conditions.

By submitting a Proposal, an Offeror shall be deemed to have accepted the terms, conditions, and requirements set forth in this RFP. The RFP including all addenda in total shall be incorporated into the Contract by reference. Any exceptions to the terms and conditions shall be submitted as specified in the Response Requirements section of this Solicitation. Contract exceptions not provided in the format required under this RFP shall not be accepted nor be made part of any Contract, if awarded.

7. Contractual Agreement and Term.

It is intended that one (1) awarded firm will result from this Solicitation.

Any Contract arising from this RFP action shall commence on the date the Contract is executed on behalf of PGCC, or such other date as PGCC and the Contractor shall agree.

8. Confidentiality of PGCC's and Offeror's Information.

Refer to Appendix S, (Provided under a separate cover) for the terms of confidentiality of PGCC's and Offeror's information.

9. Post-Award Confidentiality.

Refer to Appendix C (Provided under a separate cover) for the confidentiality obligations of awardees and PGCC.

SECTION II. SCOPE OF WORK

2.1 Overview of Services.

1

The Contractor shall have significant expertise in the areas necessary to meet the needs and requirements set forth in this RFP, including, without limitation, the ability to provide innovative security guard solutions to meet the needs of the Prince George's Community College (PGCC).

The services of the Contractor shall provide uniformed personnel and security services for the interior and exterior of Prince George's Community College (PGCC) Largo MD location in addition to all four (4) extension centers and approximately ten (10) county-wide locations, during College activities.

Services may include but are not limited to:

2.2 Position and Personnel Requirements.

- A. PGCC estimates 1000 weekly hours for a site Supervisor, and one (1) fixed post and one (1) roving patrol force member positions in every classroom building on the Largo, Maryland in addition to all four (4) extension centers and approximately ten (10) county-wide locations . This may be increased or reduced as necessary based on business levels at the College. Any increases and reductions would be communicated with the Site Supervisor in writing at least fourteen (14) days in advance.
- B. Additional services to include at times additional temporary security that may be required to provide coverage for additional events at the PGCC. Additional temporary security services could occur on short notice and coverage could vary. Notification of additional security services shall be given to the Site Supervisor.
- C. A permanent full-time supervisor/coordinator shall be located on the premises to provide communication and direction to security staff 1000 hours weekly (estimated). This person shall not be assigned a post position. It is the responsibility of the Contractor to provide security guards and not to have the Site Supervisor stand at any specific post regularly or as fill in more than one (1) hour per occurrence or more than eight (8) hours in any week.
- D. College **shall not pay** an overtime billing rate or a separate holiday rate with exception of additional hours added by client and for only the security guards that worked at a PGCC location beyond 40 hours during 5 consecutive days. The College may pay holiday rates, with prior written approval from the College. Invoiced rates greater than the agreed to rates provided in the Contract require prior written approval from the College.
- E. Shall comply with the State of Maryland minimum standards, certifications, and licensing for Contract Security Guards.
- F. Shall have a local office with 24 hour-7 day service operated by Contractor and is able to provide a local response time of 30 minutes or less to provide replacement guards and/or site supervisors to the PGCC. Additionally, the College can request the removal of an assigned guard at any time for violating College policies and procedures; the removed guard cannot return or be re-assigned to any College location.

- G. Shall have a minimum of thirty (30) full time employees that can be available at any given time to provide support to the College. This minimum includes those security officers that are already scheduled for work. This number of employees will allow for replacement staff in the event of employee call offs or vacation and additional coverage of areas, as necessary.
- H. The Contractor shall not supplement labor with temporary labor from another company. All labor provided must be on the payroll of the Contractor
- I. College may require occasional or limited services for exterior areas to the main the Prince George's Community College in Largo, Maryland in addition to all four (4) extension centers and approximately ten (10) county-wide locations.
- J. The Contractor shall provide supervisors who are responsible for the supervision of all personnel provided by Contractor.

2.3 Background Investigations of Assigned Personnel Information Requirements.

- A. Employment history must include a five (5) year minimum. All employers must be contacted verifying employment records and eligibility for rehire.
- B. Character references must be individually contacted verifying character and suitability for a person for a position of trust.
- C. Police record check must verify applicant has never been convicted of a felony, or a misdemeanor involving moral turpitude.
- D. Criminal Background must be completed in all locations Applicant has lived, worked, and was a student within the last seven (7) years.
- E. Contractor's employees are not eligible for work at the PGCC if an employee has been convicted of, has charges currently pending, or has been granted diversion by any court, for any of the following: (1) any felony offense; (2) any crime involving force or moral turpitude; (3) any offense involving dishonesty or false statements; (4) any crime involving a controlled substance or (5) crime involving sexual abuse.
- F. Employee Screening Process must consist of each employee's qualifications (age, training, background check, etc.) must be verified with proper documentation. All documentation and necessary training are required before employee or agent is eligible to work at the College. Documentation must be provided when requested, on a case-by-case basis, within four (4) business days of request. The screening application must include:
- G. Contractor shall provide the history of all past items listed below until assigned to work at any PGCC campus, until approved by the College no security guard shall be assigned:
 - Bonding
 - Fingerprinting
 - Drug testing
 - Security Clearance

- Credit
- Prior employment discharge
- Criminal Record
- Specialized schooling
- Personal references must contain a minimum of three (3) people who are not related to the subject/proposed personnel to be assigned to the main the Prince George's Community College in Largo, Maryland in addition to four (4) extension centers.
- Five (5) year work history on all employments verified and unemployment periods verified with notarized statement.
- Medical history questionnaire.
- Educational history.
- Military history with honorable discharge verified by from DD 214. Employment agreement to drug test. Contractor must have a random drug screening policy in place.

2.3 Post Orders.

Within fifteen (15) days of the effective date, Contractor shall deliver to Prince George's Community College (PGCC) draft comprehensive Post Orders for all classroom buildings, Dukes Student Center, and the Extension Centers, for PGCC review and approval. PGCC shall review and return same to Contractor with instructions for revisions. Contractor will prepare completed and approved Post Orders and submit them to the PGCC within ten (10) days of receipt of the revisions. Post Orders shall include, but are not limited to:

- General Safety Procedures
- Emergency Procedures (including contact lists)
- Investigation, Incident and Emergency Report Procedures and Forms
- Shift Patrol Procedures
- Communication Procedures
- Dress and Grooming Standards
- Training Procedures including harassment training

2.4 List of Assigned Security Guard Personnel.

Contractor, prior to starting any work, must furnish PGCC with a complete list of all security personnel assigned, their assignment, and a copy of their application for employment. Records of criminal convictions, driving history, parking citations, military service, education and prior employment must be checked by Contractor prior to the assignment of any security personnel.

2.5 Training Plan.

No later than ten (10) days after the effective date, Contractor shall provide the PGCC with a draft Training Plan consisting of the following:

- The proposed curriculum for each required subject matter listed below in the Training Requirements;

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- The dates, times, and location of each block of instruction; and
- A resume for each instructor must be submitted seven days prior to the commencement of training.

PGCC shall review and return the draft Training Plan to Contractor with any instructions for revisions. Contractor shall deliver the completed Training Plan to the PGCC for its approval prior to the commencement of training required by this Contract.

In addition to the initial training required above, Contractor will provide 24 hours of training each year of the Contract to all Security Personnel used in performance of the Contract.

2.6 Training Requirements.

The vendor/contractor shall provide a comprehensive training plan to ensure that the following training requirements can be implemented and maintained throughout the duration of the contract.

A. Initial classroom training must include audio/visual training and testing on:

- The College Emergency Operations Procedures Manual
- Familiarization with PGCC College Police Emergency Communications procedures
- Familiarization\ with PGCC COVID-19 Safety Preventive Directives
- Premier Customer Services training
- Occupational hazards to maintain safety for employees;
- Incident Report preparation and submission
- Safe and effective patrol strategies
- The PGCC Sexual Harassment and Discrimination policy
- Fulfill Campus Security Authorities training requirements per the Clery Act
- Naloxone (Narcan) formal training
- Any other type of regulatory training required of PGCC contractor employees involved in providing safety and security services for the college community

B. Initial Post training shall include:

- A minimum for eight (8) to sixteen (16) hours training on each new assignment with a PGCC approved trainer or supervisory personnel in attendance.
- Sample document verifying training and percentage of current employees who have received this training must be submitted with proposal.

C. On-going training must include:

- No less than one (1) documented training session per month;
- Must provide proof of on-going training for each officer.
- Must have ongoing customer service training and sexual harassment training.
- Sample training material, all training topics and percentage of current personnel receiving this training must be submitted with proposal.

D. Training resources must include:

- Quarterly training packet containing vital, specific security guidelines provided to all personnel;
- All security officers shall be provided a comprehensive book on applicable General Orders, Standard Operating Procedures, regulations and Instructions
- A copy of the Emergency Operations Procedures manual.

- E. Training verification must include:
 - Documented results of all training in the employee's personnel file.
- F. Include percentage of current employees trained to this standard.
- G. All officers must be Basic CPR and First Aid Certified.
- H. Training programs must be designed, administered and monitored for effectiveness by a full-time training specialist
- I. Initial training program shall be available for review at College's discretion.
- J. Sample training information shall be provided with proposal.

2.7 Proof of Training.

Security Personnel.

Prior to assignment of any security personnel, Contractor shall provide proof of required training for all personnel. Such proof shall include an affidavit of training, on a form to be approved by the PGCC, signed by the Contractor and the affected personnel certifying that each type of training required by this Contract has been completed.

Training.

Contractor shall provide proof of attendance for at least 24 hours of annual training with attendance sheets signed off by all security personnel participating in training, along with the day, time, duration and training subject matter. Proof of attendance shall be submitted quarterly to the PGCC.

Affidavits.

Falsified affidavits of training shall be grounds for immediate removal and replacement of security personnel. Contractor is responsible for verifying the truth and accuracy of each affidavit. Contractor agrees that failure to verify training affidavits is a material breach of the Agreement.

2.8 Other Requirements.

Facility Patrol Plan.

Contractor shall provide security personnel to patrol the classroom buildings of PGCC and the Extension Centers, to ensure a high level of safety and security services to minimize trespassing, vandalism, and exposure to liability. On the effective date of the Agreement, Contractor shall provide a Facilities Patrol Plan to identify specific measures to prevent and minimize theft, vandalism, sabotage and trespassing at the PGCC, and procedures for Guards to respond to such incidents. The Facility Patrol Plan shall be subject to PGCC approval.

Proposed Uniform Design.

Contractor shall submit proposed security personnel uniform designs to PGCC for approval within ten (10) Days of the effective date.

Supervisor Contact List.

Upon the effective date Contractor shall provide a contact list with 24- hour contact information for all Supervisors.

Proposed form of Incident Report.

Upon the effective date Contractor shall provide a proposed form of Incident Report for PGCC approval.

Report Templates.

Upon the effective date, Contractor shall provide to PGCC templates for all reports that are required by this Contract (Incident Reports, Guard Timesheets, Lost/Stolen Item Reports, a Daily Security Report (DSR), Radio Logs, Guard Daily Reports, Monthly Invoices, and a matrix of Planned/Unplanned Scheduled Events to track date/time of event, location, number of guards, hours of service, etc.) for PGCC approval. The final approved report templates are incorporated by reference and shall become part of the Agreement as though fully set forth herein.

SECTION III.
Article 1. TECHNICAL PROPOSAL REQUIREMENTS

1. General Requirements

1.1 Submission.

Proposals are to be provided to the Issuing Office in accordance with the Solicitation Schedule. Proposals that are submitted electronically must be attached to an e-mail in portable document format (.pdf). Hyperlinks to software products sent to PGCC's Issuing Office that indicate that the Proposal is posted by the Proposer on an electronic site may be rejected or considered non-responsive if contract terms and conditions (i.e., a Click-Through Agreement) are required to be accepted by PGCC in order to download the Proposal. By providing the Proposal to PGCC electronically, the Proposer grants the College the unlimited right to generate additional electronic and/or paper copies for distribution solely for the purpose of evaluation and review.

The College may deem a submission non-responsive if received after the due date and time. The date time the email is received by the Procurement Officer shall be the official date and time of submission to Procurement.

Technical Proposals are to be submitted under a separate PDF from the Price Proposal.

1.2 Transmittal Letter: A transmittal letter prepared on the Offeror's business stationery must accompany the Technical Proposal. The letter should be an executive summary that clearly and concisely summarizes the content of the Technical Proposal. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and financial statements, contained in the Proposal. Include the Offeror's official business address and state in which it is incorporated or organized (if Offeror is not an individual). An appropriate contact name, title, phone number, and email address should also be provided for PGCC's use during the procurement process. Do not include price information in the transmittal letter.

1.3 Signing of Forms: A Proposal, if submitted by an individual, shall be signed by the individual. If submitted by a partnership, a Proposal shall be signed by such member(s) of the partnership with authority to bind the partnership. If submitted by a corporation, a Proposal shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary; if not signed by an officer, there must be attached a copy of a board resolution or that portion of the by-laws, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

1.4 Initial Technical Criteria:

Clear, concise, yet detailed responses to the technical criteria below are to be provided in the Technical Proposal. In addition, the Bid/Proposal Affidavit and Acknowledgement of Receipt of Addenda (if applicable) must be included. Standard sales material may be provided, but must be attached as an appendix rather than included within the body of the Proposal. *Offerors must paginate the Technical Proposal and are requested to provide tabs to separate responses to each of the technical criteria.*

The following information must be furnished in the Technical Proposal per this solicitation. Failure to include any of the items listed below may disqualify your firm's response. Offerors are requested to compile their Proposals in the same order. It is the Offeror's responsibility to tailor its response to demonstrate its qualifications to perform the scope of work specifically for PGCC.

1.5 Technical Response Requirements:

Firms are to provide one PDF organized exactly as outline and organized below, by TABs listed below. PDF that are too large to share via email, firms may provide a link to download the PDF.

Proposals that concisely present the information requested in the order and manner requested will be considered more favorably than a Proposal from an Offeror of commensurate qualifications that displays a lack of organization, conciseness, or attention to detail.

The Technical proposal should be divided by tabs referencing the sections provided below:

Tab 1: Table of Contents

Include a Table of Contents displaying the organization of the proposal being submitted.

Tab 2: Transmittal Letter This letter will summarize in a brief and concise manner, the proposer's understanding of the Scope of Work and make a positive commitment to provide the services during the contract term. The letter must be signed by an official authorized to make such commitments and enter into a contract with the College. The letter must indicate the official's title or authority. The letter should not exceed two pages in length.

Tab 3: Company and Company Profile

- A. Provide a brief history of the company including the required five or more years providing Security Services (the "Services) with emphasis on the required functions specified in the Scope of Work above.
- B. Provide a minimum of three (3) client references (contact name, company name, and telephone number including extension numbers). If available, higher education references are preferred, but not required. PGCC reserves the right to contact references not provided in the proposal.
- C. Provide the name and contact information of the person assigned to this Contract as the Account Manager/Representative.
- D. Provide example invoice and or report of how your firm will track and document assignments with respect to billing the College.

Tab 4: Technical Approach

- A. Provide a narrative of how your firm will provide and approach the requested services in the Scope of Work, set forth in this solicitation. Include the type of equipment and supplies utilized by your company.
- B. Describe in detail the hiring process your firm performs to ensure the maintenance and repair personal assigned to PGCC is adequately vetted, (i.e. background checks).

Tab 5: Pricing.

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Provide pricing inclusive of all services, equipment and supplies needed to perform the services as described in this solicitation. Vendors are to complete the Pricing Sheet included in this solicitation. See Pricing Sheet, attached.

The quoted rates and fees shall be valid for the initial term of the Contract and will remain in effect throughout the renewal terms of the contract, unless the Contractor submits a request in writing to the PGCC Procurement Office sixty (60) days prior to the end of each term. PGCC will have sole discretion to approve or deny rate increase requests. Rate increases above 3% will not be considered.

Tab 6:

• **Appendix A Forms**

1. Acknowledgement of Receipt of Addenda Form
 2. Bid Proposal/Affidavit
 3. Conflict of Interest Affidavit and Disclosure
 4. MBE Utilization Affidavit
 5. MBE Participation Schedule
 6. References
- **Acknowledgement of Receipt of Addenda Form:** If any addenda to the RFP documents are issued prior to the due date and time for Proposals, this form (found in Appendix A) must be completed, signed, and included in the Offeror's Technical Proposal.
 - **Proposal Affidavit:** Complete and sign the Proposal Affidavit enclosed in Appendix A and enclose with the Technical Proposal.
 - **Insurance:** Provide a copy of a Certificate of Insurance verifying your firm's Coverage for Professional Liability, Commercial General Liability, Workmen's Compensation, Automobile Liability Insurance, and Professional Liability.
 - **Acknowledgement of Review of Contract:** The PGCC Contract for this Procurement will contain the provisions in Appendix C as well as any additional terms required by the College. By submitting a Proposal, the Offeror warrants that they have reviewed Appendix C and will execute a contract: a) in substantially the same form; and b) with these terms and conditions upon request by PGCC. For accounting purposes only, PGCC will also issue a purchase order to the awarded Contractor.

Any exceptions to the Contract or terms and conditions are to be addressed and provided in this section of the Proposer's proposal/submission.

1.6 Modifications of Technical Proposal.

Offerors may modify their Technical Proposals by e-mail or facsimile communication at any time prior to the due date and time, provided that the Issuing Office is satisfied that a written confirmation of the modification with the signature of the Offeror was mailed prior to the Proposal due date and time. Technical Proposals may not be modified, supplemented, cured, or changed in any way after the due date and time, unless specifically requested by the College.

1.7 Contract.

The PGCC Contract for this Procurement will contain the provisions in Appendix C as well as any additional terms required by the College. By submitting a Proposal, the Offeror warrants that they have reviewed Appendix C and will execute a contract: a) in substantially the same form; and b) with these terms and conditions upon request by PGCC. For accounting purposes only, PGCC will also issue a purchase order to the awarded Contractor. Any exception to the Contract or terms and conditions are to be addressed and provided in this section of the Proposer's proposal/submission.

SECTION III
Article 2. TECHNICAL EVALUATION PROCESS

1. **Qualifying Proposals.**

1.1 **Procurement Officer Review:** **The Procurement Officer shall first review each Technical Proposal for compliance with the mandatory requirements of this RFP (i.e., susceptibility of award). Failure to comply with any mandatory requirements will normally disqualify a Proposal. The College reserves the right to waive a mandatory requirement when it is in its best interest to do so.**

Offerors responding to this solicitation must meet all requirements contained herein. If a Proposer does not meet all technical proposal submission requirements, the College may classify the Proposers' bid as unresponsive/unacceptable. Should a proposal be found unacceptable or if an offeror is found not responsible, the proposal will neither be scored nor considered further.

1.2 Evaluation and Selection Committee: All Qualifying Proposals will be reviewed by a PGCC Evaluation and Selection Committee (the "Committee") established by the Procurement Officer. As the procurement progresses, the Committee may seek input from other appropriate College staff or request additional technical assistance from any other source.

2. **Technical Evaluation of Qualifying Proposals.**

2.1 Initial Technical Evaluation: Following the Procurement Officer's qualifying review, the Committee shall conduct its evaluation of the technical merit of the Proposals in accordance with the Evaluation Criteria listed in Article 1, § 2, above. Minor irregularities contained in Proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the College's best interest. The decision for progressing in the procurement process will be made based on the strengths, weaknesses, advantages, and deficiencies that the Technical Proposals represent.

2.2 Shortlisting: In accordance with the Evaluation Criteria set forth in Article 1, § 2, a shortlist may be developed based on the Initial Technical Evaluation results. All Offerors will be notified of the results as they pertain to their respective Technical Proposal.

3. **Interviews/Oral Presentations/Discussion Sessions.**

3.1 Purpose: Based on the Evaluation Committee's Initial Technical Evaluation, the College may invite, without cost to itself, the shortlisted Offerors to an oral presentation/discussion session ("Discussion Session"). The purposes of the Discussion Session are as follows:

- (i) To provide the Offeror the opportunity to demonstrate its product/services;
 - (ii) To discuss/clarify any and all aspects of the Technical Proposal, in particular the proposed Services/product, options, approach/methodologies, implementation process, schedule, staffing of the contract, and ongoing support of the product and other applicable professional services;
 - (iii) To allow the College to meet the Offeror's key personnel and for these personnel to convey directly their experience and expertise in the proposed services/product and its implementation;
- and

PGCC RFP 21-12Main Campus and Extension Centers Security Service

(iv) To provide an opportunity to clarify the scope of services for the intended contract and discuss any items addressed in the Technical Proposal that may require additional clarification.

3.2 Format: The Discussion Session will be informal, as the College is not interested in a sales presentation by executives and business development staff; rather, the College is requesting evidence of the Offerors ability to meet the College's requirements and an interactive discussion with each of the shortlisted Offerors. It is important that those key personnel who are proposed to be assigned to the College fully participate in the presentation and discussion. Ample time will be available for the College and the Offeror to ask questions and discuss issues and concerns related to the product, the scope of the services, and the Offeror's capabilities and qualifications. We anticipate that the Discussion Session will be approximately 60-90 minutes in length, to be determined at a later date.

3.3 Date: The times and dates for the Discussion Session(s) will be set upon completion of the Initial Technical Evaluation; however, it is anticipated that the Discussion Session(s) will be conducted on the times and dates listed per the Solicitation Schedule, as well as on the cover of this RFP. Offerors are therefore advised to set this(ese) date(s) aside in its (their) entirety on the calendars of the appropriate key personnel.

4. Second Phase Technical Evaluation.

4.1 Criteria: Following the Discussion Session held with shortlisted Offerors, a Second Phase Technical Evaluation will be conducted. The Evaluation Committee will re-evaluate all criteria of the Technical Proposals of shortlisted Offerors, incorporating assessments of the Discussion Session and outcomes of reference checks, if performed. The College reserves the right to make a determination that an Offeror is not shortlisted prior to completing reference checks. The order of Evaluation Criteria remains the same.

4.2 Process: Further shortlists may result as the procurement progresses. At each phase of the process, those firms that do not remain shortlisted will not progress in the procurement. All Offerors will be notified of the results of the Technical Evaluation as they pertain to their respective Technical Proposals. It is PGCC's intent to incorporate references prior to establishing the final shortlist of proposals. However, the College reserves the right to modify scoring if pertinent information regarding a Proposer's capability is obtain prior to an award. Once a final shortlist of proposals is established, the Committee will rank the remaining Technical Proposals from highest to lowest.

SECTION III
ARTICLE 3. PRICE PROPOSALS

1. Submission.

Price Sheet(s) must be received at the Issuing Office by the specified due date and time per the Solicitation Schedule. Offerors must use the Price Sheet form included in Appendix B.

2. Content.

The Financial Proposal should consist of, but not limited to:

- Total Fee/Cost for services as described in this RFP- a fixed hourly rate by position for all services required.
- Other services at no cost

3. Evaluation.

The College may elect to request Best and Final Price Proposals (BAFO's).

The Committee will establish a financial ranking of the final Financial and Price Proposals from lowest to highest total offers. The pricing rating shall be incorporated/considered in the overall proposal score.

SECTION III
ARTICLE 4. FINAL EVALUATION, RANKING AND SELECTION

1. Recommendation of Award or Further Discussions.

The Committee may recommend an Offeror for contract award(s) based upon the Offeror's Technical Proposal and Price Proposal without further discussion. However, should the Committee find that further discussion would benefit the College, the Committee may recommend such discussions to the Procurement Officer. Should the Procurement Officer determine that further discussion would be in the best interest of the College, the Procurement Officer shall establish procedures and schedules for conducting discussions and will notify responsible Offerors.

2. Final Ranking and Selection.

2.1 Process: Following evaluation of the Technical Proposals and the Financial and Price Proposals (and Best and Final Offers, if applicable), the Evaluation and Selection Committee will make an initial overall ranking of the Proposals and recommend to the Procurement Officer the award of the contract(s) to the Offeror whose Proposal(s) is (are) determined to be the most advantageous to the College. The decision of the award(s) of the Contract will be made at the discretion of the Procurement Officer and will depend on the facts and circumstances of the procurement. All Offerors will be notified of the award(s) selection.

2.2 Basis for Award: Technical merit may have a greater weight than financial and price in the final ranking. Award may be made to the Offeror with a higher technical ranking even if its Financial and Price Proposal is not the lowest. The Procurement Officer retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the Offeror(s) that would best meet the needs of the College as set forth in the RFP.

2.3 Negotiations: The College may select for award one or more Offeror(s) to negotiate the terms and conditions of the Contract. The College reserves the right to make an award with or without negotiation. In the event negotiations between the selected contractor and the College fail to mutually agree on any terms and conditions, the College may rescind the award and conduct negotiations with the 2nd highest ranked firm/contractor. Additionally, if the Contractor fails to actively pursue the finalization and execution of the Contract, the College may rescind the Contract, at any time prior to the full execution of the Contract.

3. Debriefing.

3.1 Request: Unsuccessful Offerors may request a debriefing. A request must be submitted in writing to the Procurement Officer **within ten (10) days** after the date on which Offeror knows, or should have known, that its Proposal was unsuccessful. Debriefings shall be conducted at the earliest feasible time. Requests received after 10 days from the Offerors' notice may not be scheduled, as the College's sole discretion.

3.2 Discussion: Debriefings shall be limited to discussion of the Offeror's Proposal only and shall not include a discussion of a competing Offeror's Proposal. The debriefing may include information on areas in which the unsuccessful Offeror'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.

APPENDIX A

TECHNICAL PROPOSAL FORMS

- Acknowledgement of Receipt of Addenda Form
- Bid Proposal/Affidavit
- Conflict of Interest Affidavit and Disclosure
- MBE Utilization Affidavit
- MBE Participation Schedule
- References

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: _____

TECHNICAL PROPOSAL DUE DATE: _____ at X:XX AM/P.M.

RFP FOR: _____

NAME OF OFFEROR: _____

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 _____

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

Signature

Printed Name

Title

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 CONVICTIONS

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, or any of its employees directly involved in 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):

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, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(a) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(b) Been convicted of any criminal violation of a state or federal antitrust statute;

(c) 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 arising out of the submission of bids or proposals for a public or private contract;

(d) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(e) 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 (a), (b), (c), or (d) above;

(f) 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;

(g) 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 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):

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, or any of its employees directly involved in 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, excepts 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):

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 Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code 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):

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 PGCC RFP 21-12Main Campus and Extension Centers Security Service

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 offeror 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, Article 33, Sections 30-1 through 30-4 of the 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 Administrative Board of Election Laws 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.
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(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 programs 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 5 days after a conviction;

(i) Notify the procurement officer within 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 a conviction, impose either of the following sanctions or remedial measures on any 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 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

K. 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 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 resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

(If not applicable so state.)

(2) Except as validly contested, the business has 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 settlement.

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 or agent 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 or agent, any fee or any other consideration contingent on the making of the Contract.

M. Repealed.

N. ACKNOWLEDGEMENT

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 this 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 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 and Affiant)

CONFLICT OF INTEREST INFORMATION

A. Each solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of a contract shall provide notice of the requirement of this regulation.

B. "Conflict of interest" means that, because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the College or State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

C. "Person" has the meaning stated in COMAR 21.01.02.01B (64) and includes a bidder, offeror, Contractor, consultant or subcontractor or sub consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

D. If the Procurement Officer makes a determination prior to award that facts or circumstances exist giving rise or which could in the future give rise to a conflict in interest, the procurement officer may reject a bid or offer under COMAR 21.06.02.03B.

E. After award the College may terminate the contract, in whole or in part, if it deems such termination necessary to avoid an actual or potential conflict of interest. If the Contractor knew or reasonably could have been expected to know of an actual or potential conflict of interest prior to or after award and did not disclose it or misrepresented relevant information to the Procurement Officer, the College may terminate the contract for default, institute proceedings to debar the Contractor from further contracts, or pursue such other remedies as may be permitted by law or the contract.

F. A conflict of interest may be waived if the Procurement Officer, with approval of the agency head or designee, determines that waiver is in the best interest of the State. The determination shall state the reasons for the waiver and any controls that avoid, mitigate, or neutralize the conflict of interest.

G. Each bidder or offeror responding to a solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another College or State contract shall provide the affidavit and disclosures set forth in Subsection H of this regulation to the Procurement Officer with the bid or offer and such other times as may be required by the Procurement Officer.

H. The affidavits and disclosures required by Subsection G of this regulation shall be in substantially the same form as follows:

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B (64) and includes a bidder, offeror, Contractor, consultant, or subcontractor or sub consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or offeror warrants that, except as disclosed in D below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explains in detail--attach sheets if necessary):

E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror will immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the Procurement Officer of any contrary action to be taken.

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.

By: _____
(Signature of Authorized Representative and Affiant)

Printed Name: _____

Date: _____

Title: _____

Federal Employer Identification Number (FEIN): _____

BOARD OF TRUSTEES OF PRINCE GEORGE'S COMMUNITY COLLEGE

MINORITY BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT

I hereby declare and affirm that I am the _____
(Title)

and the duly authorized representative of _____

(Name of Bidder)

1. I further declare and affirm that the Bidder acknowledges the Minority Business Enterprise participation goal of not less than the percent provided in the solicitation (____%) of the total contract amount, and commits to make a good faith effort to achieve the goal.

Therefore, I will not be seeking a waiver pursuant to MBE provisions included in this solicitation.

OR

I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with the provisions included in the solicitation or as requested by the College at a later date.

2. If requested and/or required under this solicitation by PGCC to submit a– MBE Participation Schedule with our firm's Technical Proposal, I acknowledge that I will/have identify/ied the MBE's that meet the College's MBE status and goal requirements, per the solicitation documents.

3. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 working days of receiving notice of the potential award or from the date of conditional award, whichever is earlier.

(a) Outreach Efforts Compliance Statement

(b) Subcontractor Project Participation Certification

(c) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

4. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided (or will be provided) not less than the same information and amount of time to respond as were (are) non-MBE subcontractors.

5. I understand that my failure to comply with the requirements of this solicitation and the contract may result in my being assessed liquidated damages as stated in the Contract issued with this solicitation.

6. I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT THIS AFFIDAVIT WITH INITIAL TECHNICAL PROPOSAL

**MBE Participation Schedule
(for submission with Technical Proposal)**

This document must be included with the Proposal offer. If the Offeror fails to submit this form with the Proposal offer as required, the Procurement Officer may deem the bid non-responsive or shall determine that the Offer is not reasonably susceptible of being selected for award.

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	Total Contract Amount \$
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	

USE THE ATTACHED CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION: _____ % \$ _____

TOTAL AFRICAN-AMERICAN MBE PARTICIPATION: _____ % \$ _____

TOTAL ASIAN-AMERICAN MBE PARTICIPATION: _____ % \$ _____

TOTAL HISPANIC-AMERICAN MBE PARTICIPATION: _____ % \$ _____

TOTAL WOMAN-OWNED MBE PARTICIPATION: _____ % \$ _____

TOTAL OTHER MBE PARTICIPATION: _____ % \$ _____

<p>Document Prepared By: (please print or type) Name: _____ Title: _____</p>

MBE Participation Schedule, continued

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	

REFERENCES

EACH BIDDER MUST LIST BELOW AT MINIMUM, THREE CUSTOMERS OF A SIMILAR SIZE AND PROJECT WITH STATED TIMELINES COMPLETED WITHIN THE LAST THREE YEARS. FAILURE TO SUBMIT REFERENCES WITH BID RESPONSE MAY LEAD TO THE DISQUALIFICATION OF BIDDER. HIGHER ED. REFERENCES ARE PREFERRED

1. Customer Name: _____
Address: _____
Contact Person: _____
Phone Number: _____
Email Address: _____

2. Customer Name: _____
Address: _____
Contact Person: _____
Phone Number: _____
Email Address: _____

3. Customer Name: _____
Address: _____
Contact Person: _____
Phone Number: _____
Email Address: _____

The offeror represents, and it is a condition precedent to acceptance of this proposal, that the offeror has not been a party to any agreement to submit a fixed or uniform price. Sign where applicable below.

A. INDIVIDUAL PRINCIPAL

In Presence of Witness: _____

FIRM NAME _____
ADDRESS _____
TELEPHONE NO. _____
SIGNED _____
PRINTED NAME _____
TITLE: _____

B. CO-PARTNERSHIP PRINCIPAL

(Name of Co - Partnership)
ADDRESS _____

TELEPHONE NO. _____

In Presence of Witness:

_____ as to

Printed Name: _____
BY _____
(Partner)

_____ as to

Printed Name: _____
BY _____
(Partner)

C. CORPORATION

(Name of Corporation)
ADDRESS _____

TELEPHONE NO. _____

Attest:

[Printed Name of Corporate (or Assistant Corporate) Secretary]

[Corporate (or Assistant Corporate) Secretary Signature for Identification]

BY: _____

Signature of Officer and Title

Printed Name

Title

APPENDIX B
Price Proposal Documents and Forms

- Price Sheet

Security Services

Pricing Sheet: **Solicitation #** _____

Due Date:

Firm/Contractor: _____

Responses must include all pricing/fees associated with providing the Services. You may add additional sheets as necessary.

The Quantity represents the anticipated type and number of positions required during one (1) work week (M-F). Saturdays are TBD and as needed upon request. Firms are to input the fixed hourly rate/s in each applicable field. Submitted Hourly and Holiday rates are fixed. Holiday rates apply only towards the days observed by the College. The following holidays are observed by the College: – New Year’s Day, Martin Luther King Jr., Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

The College shall not pay overtime for any assigned personnel, unless the College provides prior written approval. If overtime is approved, Proposer’s fee shall not exceed the fixed Overtime Rate provided in your firm’s Proposal.

Pricing may include but are not limited to:

Anticipated Security Staffing for the Largo Campus					
	M – F 8AM 5PM	Sat.			
Position Title	Quantity	Quantity	Hourly Rate	Holiday Rate	Overtime Rate (if all hours and the over time hours were worked at PGCC)
Security Site Supervisor	1	TBD			
Security Officers	19	TBD			
TOTAL	20				

Anticipated Security Staffing for the Skilled Trade Center (STC)					
	M – F 8AM 5PM	Sat.			
Position Title	Quantity	Quantity	Hourly Rate	Holiday Rate	Overtime Rate (if all

					hours(40) and the over time hours were worked at PGCC)
Security Officers	3	TBD			
TOTAL	3				

Anticipated Security Staffing for the Laurel College Center (LCC)

	M – F 8AM 5PM	Sat.			
Position Title	Quantity	Quantity	Hourly Rate	Holiday Rate	Overtime Rate (if all hours (40) and the over time hours were worked at PGCC)
Security Officers	3	TBD			
TOTAL	3				

Anticipated Security Staffing for the University Town Center (UTC)

	M – F 8AM 5PM	Sat.			
Position Title	Quantity	Quantity	Hourly Rate	Holiday Rate	Overtime Rate (if all hours (40) and the over time hours were worked at PGCC)
Security Officers	3	TBD			
TOTAL	3				

Anticipated Security Staffing for the Westphalia Training Center (WTC)

	M – F 8AM 5PM	Sat.			
Position Title	Quantity	Quantity	Hourly Rate	Holiday Rate	Overtime Rate (if all hours

					(40) and the overtime hours were worked at PGCC)
Security Officers	3	TBD			
TOTAL	3				

Anticipated Security Staffing for Langley Park-McCormick Elementary School

	M&W 6PM 10PM	Sat.			
Position Title	Quantity	Quantity	Hourly Rate	Holiday Rate	Overtime Rate (if all hours (40) and the overtime hours were worked at PGCC)
Security Officers	1	TBD			
TOTAL	1				

Anticipated Security Staffing for Rosa Parks Elementary School

	M-TH 6PM 10PM	Sat.			
Position Title	Quantity	Quantity	Hourly Rate	Holiday Rate	Overtime Rate (if all hours (40) and the overtime hours were worked at PGCC)
Security Officers	1	TBD			
TOTAL	1				

Anticipated Security Staffing for Northwestern High School

	M-TH 6PM 10PM	Sat.			
Position Title	Quantity	Quantity	Hourly Rate	Holiday Rate	Overtime Rate (if all hours (40) and the overtime hours were worked at PGCC)
Security Officers	1	TBD			
TOTAL	1				

Anticipated Security Staffing for Mary Harris Mother Jones Elementary School

	Tu-Th 6PM 10PM	Sat.			
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Position Title	Quantity	Quantity	Hourly Rate	Holiday Rate	Overtime Rate (if all hours (40) and the overtime hours were worked at PGCC)
Security Officers	1	TBD			
TOTAL	1				

Anticipated Security Staffing for Templeton Elementary School					
	M&W 6PM 10PM	Sat.			
Position Title	Quantity	Quantity	Hourly Rate	Holiday Rate	Overtime Rate (if all hours (40) and the overtime hours were worked at PGCC)
Security Officers	1	TBD			
TOTAL	1				

Anticipated Security Staffing for Ascension Lutheran Church					
	M–Th 6PM 10PM	Sat.			
Position Title	Quantity	Quantity	Hourly Rate	Holiday Rate	Overtime Rate (if all hours (40) and the overtime hours were worked at PGCC)
Security Officers	1	TBD			
TOTAL	1				

Anticipated Security Staffing for Eleanor Roosevelt High School					
	M&W 6PM 10PM	Sat.			
Position Title	Quantity	Quantity	Hourly Rate	Holiday Rate	Overtime Rate (if all hours (40) and the overtime hours were worked at PGCC)
Security Officers	1	TBD			
TOTAL	1				

Discounts:

**Firm may include other types of fees not listed and include any discounts. All pricing provided by the Contractor shall be fixed for the life of the Contract.*