BLANKET PURCHASE ORDER
STATE OF MARYLAND

********** STATE OF MARYLAND **********

BPO NO: 001B5400008 **PRINT DATE:** 06/25/14 **PAGE:** 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1800792214
STRATEGIC PROTECTIVE SERVICES INC
4485 FORBES BLVD

LANHAM, MD 20706
(301)577-7500

REFER QUESTIONS TO:

GWENDOLYN HUDSON
(410)767-7662
GWENDOLYN.HUDSON@DGS.STATE.MD.US

ITB: 001IT819436

EXPR DATE: 06/30/17
POST DATE: 06/04/14

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: 110,354.40

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

N00	15	G3010	92% GEN, 8% FED	0819	72300	$36,784.80
N00	16	G3010	92% GEN, 8% FED	0819	72300	$36,784.80
N00	17	G3010	92% GEN, 8% FED	0819	72300	$36,784.80

THIS IS A SMALL BUSINESS RESERVE (SBR) CONTRACT.
SBR CERTIFICATION # SB12-2247

HOURLY BILLING RATE - $11.79

RETAIN SECTIONS A, B, C, FOR FUTURE REFERENCE.

VENDOR CONTACT: MR. DARYL Q. DAMERON 301-322-9587

LINE #	STATE ITEM ID	U/M	UNIT COST
0001	99046-GRDURM	HR	11.7900

SECURITY GUARDS SERVICE

THE CONTRACTOR SHALL FURNISH ALL LABOR, EQUIPMENT, SUPPLIES, TRAINING AND UNIFORMS NECESSARY TO PERFORM UNARMED SECURITY GUARD SERVICES FOR THE WORCESTER COUNTY DEPARTMENT OF SOCIAL SERVICES LOCATED AT 299 COMMERCE STREET, SNOW HILL, MARYLAND 21863, BEGINNING JULY 1, 2014 THROUGH JUNE 30, 2017 WITH METHODS AND CONDITIONS SPECIFIED WITHIN SECTION C-DETAILED SPECIFICATION.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER
STATE OF MARYLAND

********** STATE OF MARYLAND **********

BPO NO: 001B5400008 **PRINT DATE:** 06/25/14 **PAGE:** 02

LINE #	STATE ITEM ID	U/M	UNIT COST

THE CONTRACTOR SHALL PROVIDE TWO UNARMED UNIFORMED SECURITY GUARDS MONDAY THROUGH FRIDAY AS FOLLOWS: ONE (1) FULL-TIME GUARD FROM 8:00

A.M. UNTIL 4:30 P.M. AND ONE (1) PART-TIME GUARD FROM 10:00 A.M. UNTIL 2:00 P.M.

HOURLY RATE: $11.79
ESTIMATED CONTRACT HOURS PER (3) THREE YEARS: 9,360

END OF ITEM LIST

THE BLANKET PURCHASE ORDER (BPO) ISSUED AS A RESULT OF THE INVITATION TO BID (ITB) AND ANY SUBSEQUENT AMENDMENTS, MODIFICATIONS OR OPTIONS ISSUED RELEVANT TO THE ITB OR BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS AND SPECIFICATIONS ISSUED WITH THE ITB AND ARE INCORPORATED IN AND MADE PART OF THE BPO.

STATE YOUR FEDERAL TAX IDENTIFICATION # _____

IF THE STATE OF MARYLAND OR OTHER REGULATOR BODY REQUIRES A LICENSE OR CERTICATE TO PERFORM THE SERVICES REQUIRED, PLEASE PROVIDE THE LICENSE NUMBER AND DATE OF ISSUANCE.

106-3797	JULY 31, 2014
LICENSE NUMBER	DATE OF EXPIRATION

IF YOU ARE A DEPARTMENT OF TRANSPORTATION CERTIFIED MINORITY BUSINESS, PLEASE PROVIDE YOUR CERTIFICATION NUMBER.

NA
MDOT'S MBE CERTIFICATION NUMBER

******** LAST PAGE ********

AUTHORIZED BY: Gwendolyn Hudz **DATE:** 6/25/14
BUYER AUTHORIZED DESIGNEE

FMIS-5 (4/96)

SECTION C – SPECIFICATIONS
WORCESTER COUNTY
DEPARTMENT OF SOCIAL SERVICES
UNARMED SECURITY GUARD SERVICES

Final

Solicitation#: MDDGS31013551

ITB#: 001IT819436

PROJECT TITLE: Unarmed Guard Services for the Worcester County Department of Social Services

TYPE OF WORK: The Contractor shall supply all labor, supplies, materials, training, uniforms and equipment necessary to provide one (1) full-time and (1) part-time uniformed security guard at the Worcester County Department of Social Services in strict conformance with the standards specified in these Specifications.

LOCATION OF WORK: Worcester County Dept. of Social Services
299 Commerce Street
Snow Hill, Maryland 21863

Small Business Reserve (SBR) Solicitation Only

3. **ADDENDA TO THE ITB**

If it becomes necessary to revise any part of this ITB addenda will be published on EMM.

4. **CANCELLATION OF THE ITB**

The State may cancel this ITB, in whole or in part, at any time before the opening of the bids.

5. **INCURRED EXPENSES**

The State will not be responsible for any costs incurred by any vendor in preparing and submitting a bid.

6. **FINANCIAL DISCLOSURE BY PERSONS DOING BUSINESS IN THE STATE**

Vendors and Contractors providing materials, equipment, supplies of services to the State of Maryland herewith agree to comply with State Finance and Procurement Article 20-201 through 21-203, Sections of the Annotated Code of Maryland which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate $100,000 or more during a calendar year shall, within 30 days of the time when the $100,000 is reached, file with the Secretary of State a list containing the names and addresses of its resident agent, each of its officers, and any individual or entity who is a beneficial owner of 5 percent or more of the contract in business.

7. **PUBLIC INFORMATION ACT NOTICE**

Bidders should give specific attention to the identification of those portions of their bids which they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the State under the Maryland Public Information Act, State Government Article, Sections 10-611 through 10-628 of the Annotated Code of Maryland.

8. **DEFINITIONS**

OWNER	As used herein, shall mean The Department of Human Resources (DHR) a State Agency.
BUILDING	Worcester County Department of Social Services
CONTRACTOR	As used herein shall mean the Contractor hired by the Owner to maintain and provide services as described herein theses Specifications who shall be responsible for all management, and its personnel performing under this Contract.

3.3 **Full-Time Guard:**

- Physical Location/Post
  299 Commerce Street, Snow Hill, Maryland 21863

- Standard Work Schedule
  7:30 a.m. – 4:00 p.m. Monday through Friday.

- Work Hours
  8 ½ hour shift with a 30 minute unpaid lunch break

- Locations and Schedules

Parking Lot and Grounds Patrol	7:30 a.m. - 7:40 a.m.
Building Patrol	7:40 a.m. - 7:45 a.m.
Reception Area and Building Patrol	7:45 a.m. - 3:50 p.m.
Back Door Entrance Patrol	3:50 p.m. - 4:00 p.m.

3.4 **Part-Time Guard:**

- Physical Location/Post
  299 Commerce Street Snow Hill, Maryland 21863, and
  424 W. Market Street, Snow Hill, Maryland 21863

- Standard Work Schedule
  10:00 a.m. – 2:00 p.m. Monday through Friday.

- Work Hours
  4 hour shift with no lunch break.

- Locations and Schedules
  10 a.m. – 1:15 p.m. 424 W. Market Street
  1:30 p.m. – 2:00 p.m. 299 Commerce Street

4. TERM OF THE CONTRACT

This contract shall provide uniformed unarmed guard services for a period of three (3) years, beginning July 1, 2014 through June 30, 2017.

5. PRE-BID CONFERENCE AND SITE VISIT

Each Bidder is encouraged to attend the scheduled Pre-Bid conference and Site Visit conference on **Monday, March 31, 2014 at 10 a.m.** Although it is not mandatory (See Section A, Paragraph 7). **The Pre-Bid Conference will be held at the Worcester County Department of Social Services, located at 299 Commerce Street, Snow Hill, Maryland 21863**. As part of a responsibility determination, Bidders may be required to schedule a site visit with the contact person identified on the IFB to inspect specific conditions at the facility in detail to ascertain that their bid price represent the scope of work identified in the bid document. For more site visit information, contact **Mike Hill, Local DSS Project Manager at (410) 677-6890**.

Note:
Failure to provide the above information may result in your bid being determined not-responsible

7. **LOCAL DSS PROJECT MANAGER**

The Local DSS Project Manager for this project is Mike Hill, Assistant Director for Administration. The Local DSS Project Manager will work directly with the Contractor; and will be the day-to-day contact with the Contractor during the contract term. The Local DSS Project Manager will work with the DHR Contract Administrator to ensure Contractor compliance under this contract.

8. **DHR CONTRACT ADMINISTRATOR**

The DHR Contract Administrator for this project is Rosa Uddeme, DHR Police Colonel. The DHR Contract Administrator will work directly with the Contractor; and will also monitor the vendor's performance under this contract. The DHR Contract Administrator will coordinate with the WORDSS Local DSS Project Manager on the assignment and supervision of guards assigned under this contract. The DHR Contract Administrator shall also conduct periodic inspection of guards and guard operations at LDSS facilities.

9. **CONTRACTOR'S PROJECT MANAGER**

On the effective start day of the contract, the Contractor shall provide the name, current telephone number, and email address of a "Project Manager" who will serve as their representative and will be the primary contact with WORDSS. This person must be available during normal business hours 7:45 a.m. to 4:45 p.m. and at any other time in case of emergencies to make all necessary arrangements for guard services.

The Project Manager shall:

9.1 Meet with the DHR Contract Administrator and the WORDSS Local DSS Project Manager or designee, twice a year to review at minimum security guard performance, security guard training and certifications updates, and discuss communication between the Agency and the Contractor. The Agency reserves the right to request additional meetings.

9.2 Assure all watches are covered as directed by these specifications and dealing with the Contractor at the highest local level if necessary should a problem arise.

9.3 Review the log book making note of any rounds missed and checking the log for a notation as to why rounds were missed during the quarterly meetings.

9.4 Provide the DHR Contract Administrator and WORDSS Local DSS Project Manager or designee with a copy of the Contractor's Organization Chart and updates they made within twenty-four hours and/or upon request.

9.5 Train replacement guards as needed. All replacement guards must be approved by the DHR Contract Administrator and the WORDSS Local DSS Project Manager or designee.

11.1.1 Copy of security guard's drivers' license
11.1.2 Copy of security guard's high school diploma or equivalency certificate
11.1.3 Copy of security guard's resume that reflects two (2) years of experience in security/law enforcement
11.1.4 Copy of current First Aid certification card
11.1.5 Copy of CPR certification card
11.1.6 Copy of security guards' background check

12. STANDARDS AND MIMIMUM QUALIFICATIONS OF GUARD

The security guard and replacement guards assigned to WORDSS must meet the following general requirements:

12.1 Must be at least twenty-one (21) years of age;

12.2 Must be a high school graduate or have an equivalency certificate; with at least two (2) years of experience in security/law enforcement work (*may be waived for veterans with verifiable military service*);

12.3 Must have the ability to greet and interact positively and courteously with the public;

12.4 Must speak, read, and write English in a clear and concise manner;

12.5 Must be able to read, understand, and apply printed rules and directions;

12.6 Must be in good general health and able to stand and/or walk for an entire shift and able to lift or carry objects of up to fifty (50) pounds;

12.7 Must be capable of self defense;

12.8 Must be able to run and climb stairs;

12.9 Must maintain a current First Aid Card and will be required to show the card upon request;

12.10 Must be CPR certified by the American Red Cross, American Heart Association, or other recognized certifying body;

12.11 Must not have criminal records or be on probation;

12.12 Must not have been convicted or charged with any form of domestic violence.

13. TRAINING

13.1 Adequate training for security guards must be assured. Each guard must meet the following training requirements, and the Contractor must submit to the DHR Contract Administrator and the Local DSS Project Manager or designee **written evidence** that each employee assigned to WORDSS has been trained and certified as specified in this section within five (5) days of completing the training.

13.6 If training sessions are held during the week, it will be the Contractor's responsibility to have a replacement guard assigned to WORDSS during these training sessions at no additional cost to WORDSS.

13.7 All formal security training required shall be administered by persons who are certified by the state of Maryland as being qualified to instruct or teach the specific subject or topic required. Certification to instruct the specific subject shall be in the form of a certificate issued by an accredited institution recognized by the State of Maryland, or by documentation that the person instructing has sufficient experience in/with the subject to be able to instruct in an authoritative, practical manner.

13.8 Report of training completion and score of the test given must be in the form of a written report upon the completion of all required training, and shall be submitted by the Contractor to the Local DSS Project Manager or designee within five (5) business days of completion.

14. GUARD DUTIES

All guards assigned to this Contract shall follow, at a minimum, the DHR Security Guard General Orders (**Exhibit 3**). Guard duties to be provided shall include, but are not limited to the following:

14.1 The Guard shall sign-in upon arrival at the designated work area and sign out at the conclusion of his/her shift.

14.2 Guard the premises against fire, theft, pilferage, malicious injury, damage and destruction.

14.3 Direct all customers through designated security area and pass through metal detector; inspect all bags using established policies and procedures, maintain visitor log and issues visitor badges.

14.4 Prevent vandalism to property and assure no unattended, unidentified packages are left in the lobby or restrooms.

14.5 Make interior and exterior perimeter checks at minimum every two (2) hours for fires, unauthorized persons, mechanical system alarms, secured doors, unnecessary lights, and other things as specified by the Local DSS Project Manager or designee.

14.6 Permit only authorized persons to enter WORDSS controlled access areas.

14.7 Report in writing any unusual occurrences and/or incidents that happen during the course of duty by way of an Incident Report (**Exhibit 1**). This report must be completed immediately following an incident. The original report shall be given to the Local DSS Project Manager and a copy forwarded to the DHR Contract Administrator next business day.

accommodate infants/young children, or medically needy). The general public may remain if seated and undisturbed for an indefinite period of time and if his/her conduct is not offensive and does not inhibit the movement of staff or other visitors in the entry or access to the customer service center or lobby.

14.22 Control parking in restricted and safety areas. Patrol parking areas and the grounds to prevent vandalism to vehicles and property, and assure only authorized vehicles are parked in the WORDSS lot.

14.23 Complete accurately a weekly time sheet and submit it to the Local DSS Project Manager or his/her designee, who is responsible for reviewing, approving, and initialing of work hour entries.

14.24 When requesting leave, the guard must notify the Contractor Project Manager and the Local DSS Project Manager as early in advance as possible so that that Contractor can find a replacement guard. The guard must notify the Contractor Project Manager and Local DSS Project Manager or designee **immediately** in the event of an unscheduled absence so that the Contractor can find a replacement guard.

14.25 Politeness and courtesy must be shown to customers and employees at all times. Effective customer service is the Agency's primary goal.

15. PROCEDURES, RULES AND REGULATIONS FOR GUARDS

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

15.1 Carry any weapons such as guns, knives, mace, nightsticks, TASERS, etc.

15.2 Leave the facility unattended.

15.3 Bring their children, grandchildren, relatives or pets to work with them or to baby-sit them during their shift.

15.4 Have visitors during their shift.

15.5 Fraternize with customers, staff, and other guards while on duty.

15.6 Have congregating at the security desk.

15.7 Use force except to defend themselves or others when in immediate danger.

16. GUARD EQUIPMENT

The Contractor shall issue and pay for equipment as specified below for all guards while on duty:

16.1 Guard must be issued and wear uniforms bearing insignia and/or name of the security guard company which is clearly visible to the public while on duty.

16.2 Guard must be issued and wear name plates/tags with their names clearly printed and visible to the public while on duty.

16.3 Guard must have flashlights and all replacement batteries.

16.4 Other equipment as may be agreed upon as part of the terms of this contract.

16.5 WORDSS will issue the guard a hand held metal detector. The Contractor is responsible for training the Guard on applicable protocols.

17. GUARD APPEARANCE and UNIFORMS

17.1 Guards must be clean and properly groomed with an acceptable haircut, similar to police department standards, with any facial hair neatly trimmed and hair pulled away from the face.

17.2 The Contractor provides guard uniforms. Guards shall arrive ready for duty and completely outfitted. WORDSS will provide Identification badges for the guards. Guards shall arrive ready for duty and completely outfitted. The outfit shall include:

- A uniform dress shirt with a security company identification patch or crest on the upper sleeve;
- Coordinated uniform trousers;
- Black shoes (uniform style, non-recreational with no logos);
- Appropriate jacket, hat and rain gear as the season and weather dictates;
- Contractor's identification patch (emblem) and shield visibly displayed on the shirt/jacket at all times;

17.3 All uniforms must comply with OSHA, MOSHA, and other local, state, and federal statutes and requirements. Uniforms must fit properly and must be clean and pressed. Name tags must be worn on the outer garment and be easily visible.

17.4 Shoes must be black and in good condition and polished.

18. GUARD UNIFORM EXPENSE

In accordance with the Labor and Employment Article, § 3-503, Annotated Code of Maryland, an Employer may not make a deduction from the wage of an employee unless the deduction is:

(1) ordered by a court of competent jurisdiction;

21.2 Replacement guards must have prior clearance and be trained in all aspects of required duties as described in Sections 13 and 14. A summary of all possible replacement guards shall be submitted to the Local DSS Project Manager in advance of the assignment of said replacement.

21.3 It shall be the Contractor's responsibility to assign a replacement guard who carries the same certifications as the assigned guard if the regular guard cannot report to WORDSS for work. No guard can leave their post until properly relieved of their duties.

21.4 The Contractor shall at no time furnish guards who have not met minimum qualifications and training as required by the contract.

21.5 All guards must be punctual and have a good attendance record. Guards who are constantly tardy and who have a record of unscheduled absences will not be allowed to continue to work under this contract at WORDSS.

21.6 The Contractor must furnish a qualified replacement guard within two (2) hours if the assigned guard is absent for any reason. Failure to provide security will result in the Contractor being held liable for costs incurred by the Agency to obtain security.

21.7 Upon request by the Local DSS Project Manager or Director; the Contractor agrees to remove any guard who, in the opinion of WORDSS, is undesirable to perform guard service under this contract. The Contractor must furnish a qualified replacement guard immediately. Failure to replace the guard within two (2) hours of the request will be grounds for denying payment to the Contractor for the period in question.

22. RESPONSIBILITY FOR KEYS

It is the responsibility of the Contractor and his/her employees to ensure the safe keeping of all keys that have been assigned to them by WORDSS. In the event that any assigned key is lost or stolen, the Contractor is responsible for all cost associated with re-keying or replacement of the locks involved. The Contractor shall report any lost or stolen key to the Local DSS Project Manager or designee immediately, in writing and verbally.

23. ADJUSTMENT IN PAYMENT FOR FAILURE TO PERFORM

In the event the Contractor fails to comply with any of the terms of this contract, the WORDSS reserves the right to deduct from any monies due the Contractor, or in any other manner obtain reimbursement, for any cost that the WORDSS incurs to have other personnel perform the duties for which the Contractor is obligated under this contract.

a. Upon the occurrence of any of the acts or omissions listed below, or elsewhere in the Specifications, there shall be an equitable adjustment of the Contract Guard Service charges to fairly reflect the reduced value of its services.

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

25. STATE'S RIGHTS

Nothing in these conditions shall be deemed to limit the State's right or remedies in the event the state's actual damage exceeds the amount withheld from billing.

The State's failure, at any time, to require performance of the provisions shall in no way affect the State's rights to enforce it for subsequent occurrences.

At any time the DHR Contract Administrator or the Local DSS Project Manager or designee finds it necessary to assign State personnel to provide security for any amount of time for which the Contractor was responsible under this contract, WORDSS reserves the right to refuse payment for that period of time the Contractor failed to provide services, and to hold the Contractor liable for any wages paid to State personnel or another vendor to perform security duties normally performed by the successful Bidder.

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

26. PAYMENT TO THE CONTRACTOR

26.1 At the end of each calendar month, the Contractor shall submit an invoice to WORDSS Finance Office for work done during the month. Invoices shall indicate the number of non-overtime hours and overtime (where applicable and previously approved by Assistant Director for Administration) work hours for the entire month.

26.2 Each invoice submitted shall clearly identify the month for which payment is due under this invoice period in a conspicuous place on the fact of the invoice. Copies of the time sheets for the invoice period must accompany the invoice.

26.3 The Local DSS Project Manager or designee shall not be responsible for any invoice submitted prior to the last day each month or after the 10th of the following month for which the services were rendered.
To avoid mailing problems, address all invoices to the following:

Attn: Mike Hill
DHR – Worcester County Department of Social Services
PO Box 39
Snow Hill, Maryland 21863

27. TERMINATION

27.1 WORDSS reserves the right to cancel this contract if funds are not appropriated or otherwise made available to support the continuation of this contract. The State shall have the right to terminate this contract and the Contractor is not entitled to recover

In the event of building closure for reasons other than those stated in this Section, guard service will not be required, however, the Contractor may bill the Owner under such circumstance.

31. CHANGES TO SCOPE OF WORK

31.1 Any change to the scope of this contract requires pre-authorization in writing to the DGS Procurement Officer, DHR Contract Administrator, Local DSS Project Manager, and the Agency Director.

31.2 The Procurement Officer may, at any time, change the scope of work of the contract by written contract modification. On the designated effective date, the Contractor shall make the required changes in his operations.

31.3 Upon receiving notice of the change, the Contractors monthly invoice will be adjusted to reflect the value of the change in services under this contract.

32. LIVING WAGE REQUIREMENTS

A solicitation for services under a State contract valued at $100,000.00 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland.

When State contract services valued at 50% or more of the total value of the contract is performed in the Tier 1 Area Contractors and subcontractors are subject to the Living Wage Law and shall pay each covered employee at least **$13.91** per hour.

When State contract services valued at 50% or more of the total value are performed in the Tier 2 Area a Bidder shall pay each covered employee at least **$9.91** per hour.

This contract is deemed a **Tier 2 contract**. If the Bidder fails to submit and complete the required documentation under State law, the State may determine a Bidder to be not responsible.
The Contractor shall be responsible for any wage/rate increase during the term of this contract and such increase may not be passed on to the DHR CCDSS or the State of Maryland once the contract has commenced.

Additional information regarding the State wage requirement is contained in this solicitation (see eMM Attachment titled "Frequently Asked Questions/Answers for Living Wage Requirements").

33. CONTRACTOR'S INSURANCE

The Contractor must furnish and keep in effect during the term of this contract the following:

Certificate of Liability Insurance - General liability insurance in the amount of $1,000,000 per occurrence $2,000,000 aggregate, including but not limited to Personal Injury Liability Coverage. This insurance must cover the risks of false arrest, false imprisonment, malicious prosecution, defamation of character, liable, slander or other tortuous conduct caused by any acts of the Contractor's employees.

employee. Contractor must deliver said bond or bonds to the State not later than time of award.

34.2 Fidelity Bond must be submitted by fax to the Procurement Officer within five (5) days of the request.

35. BID PROPOSAL AFFIDAVIT -AND CONTRACT AFFIDAVIT

The Bid/Proposal Affidavit may be submitted with the bid electronically or prior to the bid opening. The Bid/Proposal Affidavit can be mailed or hand carried in a sealed envelope to the attention of Gwendolyn Hudson, 301 W. Preston St., Room M-3, Baltimore, MD 21201.

36. SMALL BUSINESS RESERVE

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

The Contractor must submit with the bid the approved SBR Audit Report that shows evidence that it is a Certified Small Business Reserve. Should the Contractor require an On-site Audit Review he/she may make the request directly to:

Ms. Felicia Tate-William via email at **felicia.tate-william@maryland.gov**
with a copy to Mr. William Villanueva at **william.villanueva@maryland.gov**

Felicia Tate-William
William Villanueva
Department of General Services
SBR Administrative Review
Office of Business Services

37. HOURLY BILLING RATES

37.1 The hourly rate submitted as the base price to the bid shall be for non-overtime work regardless of the day of the week or hour of the day the work is to be performed. This same rate shall be used when required by the State to work special hours providing additional security under the contract. The State shall not be responsible to pay overtime rates made necessary due to the Contractor's failure to provide guards at non-overtime rates. Overtime which is the responsibility of the State must be approved in advance by the LDSS Project Manager or the Director.

37.2 It shall be the Contractors responsibility to pay any shift differential for a substitute guard if a situation develops where a higher paid guard stands watch for a lower paid guard.

37.3 These rates will be used in computing additions to, or deductions from, the Contractor monthly payment, for changes to the specified duties and/or scope of work, for extra work required by the State or for penalties imposed on the Contractor as indicated elsewhere in the specifications. Each hourly rate shall include direct wages, all indirect