

EXHIBIT II
St MARY'S COLLEGE OF MARYLAND
SECURITY AND MAINTENANCE REQUIREMENTS
RFP No. SMC-27-059161

Security and Maintenance Supplement

This supplemental contains additional requirements under Section 2 of the solicitation.

1. Security Requirements

The following requirements are applicable to the Contract:

1.1. Employee Identification

- a. Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each Contractor Personnel shall provide additional photo identification.
- b. Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.
- c. Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, in its sole discretion, that Contractor Personnel has not adhered to the Security requirements specified herein.
- d. The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

1.2. Security Clearance / Criminal Background Check

The State reserves the right to refuse any individual Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.

A security clearance is not required for Contractor Personnel.

- A. A criminal background check for any Contractor Personnel providing on-site OR any OR list shall be completed prior to each Contractor Personnel providing any services under the Contract OR within four (4) months of Contract award.
- B. The Contractor shall obtain at its own expense a Criminal Justice Information System (CJIS) State and federal criminal background check, including fingerprinting, for all Contractor Personnel listed in sub-paragraph A. This check may be performed by a public or private entity.
- C. The Contractor shall obtain from each individual assigned to work on the Contract a statement permitting a criminal background check. The State reserves the right to perform and obtain a criminal background check for each individual using a source of its choosing. The Contract Monitor reserves the right to reject any individual based upon the results of the background check.

The Contractor shall provide the Contract Monitor with certification of completion of the required criminal background check described in this RFP for each required Contractor

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Personnel prior to assignment, and that the Contractor Personnel have successfully passed this check.

- D. Persons with a criminal record may not perform services under the Contract unless prior written approval is obtained from the Contract Monitor. The Contract Monitor reserves the right to reject any individual based upon the results of the background check. Decisions of the Contract Monitor as to acceptability of a candidate are final.
- E. The CJIS criminal record check of each Contractor Personnel who will work on State premises shall be reviewed and documented by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:
- 1) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
 - 2) any crime within Title 7, Subtitle 1 (various crimes involving theft);
 - 3) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
 - 4) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
 - 5) §§ 9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
 - 6) a crime of violence as defined in CL § 14-101(a).
- F. Contractor Personnel that would have access to systems supporting the State or to State data who have been convicted of a felony or convicted of a crime involving telecommunications and electronics or convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on the Contract.
- G. A particular on-site location covered by the Contract may require more restrictive conditions regarding the nature of prior criminal convictions that would result in Contractor Personnel not being permitted to work on those premises. Upon receipt of a location's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification regarding the Contractor Personnel working at or assigned to those premises.

1.3. On-Site Security Requirement(s)

- a) For the conditions noted below, Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.
- 1) Contractor Personnel may be subject to random security checks when entering and leaving State secured areas and may be barred from entrance or exit until such time that the State's conditions and queries are satisfied. The State reserves the right to require Contractor Personnel to be accompanied while in secured premises.
 - 2) Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) brought onto the site, and to submit to a physical search of his or her person. Therefore, Contractor Personnel shall always have an inventory of tools being brought onto a site and be prepared to present the inventory, as well as the tools or equipment, to the State staff or an officer for review

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and inspection. Before leaving the site, the Contractor Personnel may again be required to present the inventory list and the tools or equipment for inspection. Upon both entering and exiting the site, State staff or a correctional or police officer may search Contractor Personnel. Depending upon facility rules, specific tools or personal items may be prohibited from being brought into the facility.

- b) Any Contractor Personnel who enters the premises of a facility under the jurisdiction of the College may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the College.
- c) Further, Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that control the facility to which the Contractor Personnel seeks access. The failure of any of the Contractor Personnel to comply with any provision of the Contract is sufficient grounds for the State to immediately terminate the Contract for default.

2. Mercury and Products That Contain Mercury

All products or equipment provided pursuant to this solicitation shall be mercury-free products. The Bidder/Offeror must submit a Mercury Affidavit in the form of **Attachment J** with its Bid/Proposal.

3. Substitution of Personnel

If the solicitation requires that a particular individual or personnel be designated by the Bidder/Offeror to work on the Contract, any substitution of personnel after the Contract has commenced must be approved in writing by the Contract Monitor prior to the substitution. If the Contractor substitutes personnel without the prior written approval of the Contract Monitor, the Contract may be terminated for default which shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.

4. Department of Human Services (DHS) Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

5. Green Purchasing

Contractors must comply with Maryland's Green Purchasing Reporting Requirements. See the Green Purchasing website for more information. [Green Purchasing \(maryland.gov\)](https://www.maryland.gov/greenpurchasing/)

The State of Maryland is committed to purchasing environmentally preferable products and services (EPPs). Maryland's State Finance & Procurement Article §14-410 defines environmentally preferable purchasing as "the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or services that serve the same purpose."

Accordingly, Bidders/Offerors are strongly encouraged to offer EPPs to fulfill this contract, to the greatest extent practicable.

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The State of Maryland reserves the right to request from the Contractor quarterly sales data over the life of this contract. This information must include details about the recycled content, third-party sustainability certifications, and other environmental attributes of products and services sold on this price agreement per the contract specifications.

This information will enable Maryland State agencies to comply with Article §14–405 of the Annotated Code of Maryland and COMAR 21.13.01.14, effective October 1, 2014, which requires Maryland state agencies to report to the Department of General Services on their procurement of environmentally preferable products and services. To facilitate consistent reporting on targeted contracts, the Contractor will be provided with a VENDOR GREEN SALES REPORT template by the Maryland DGS.

For more information the Bidder/Offeror may click: [Environmentally Preferable Janitorial Services specification](#).

6. Janitorial Supplies

All Housekeeping supplies in support of this Contract are to be compliant with the Maryland Green Purchasing Committee's Specifications for Environmentally Preferable Janitorial Supplies. Any janitorial products to be used on this Contract, if made, manufactured, re-manufactured or assembled by Blind Industries and Services of Maryland (BISM) shall be procured through the BISM program, provided the items are available.

Compliant products are designated by BISM as “Green”. As this is a mandatory requirement, failure to comply will be considered a default under the terms of the Contract. A copy of the Contract will be provided to BISM for follow-up.

7. Janitorial Services

Contractor is responsible for providing all related janitorial cleaning services for this Contract.