



**MARYLAND STATE RETIREMENT AGENCY  
120 EAST BALTIMORE STREET, ROOM 1601  
BALTIMORE, MARYLAND 21202**

**SMALL PROCUREMENT BID (BID)**

**SOLICITATION NO. SRA 19-11**

**Issue Date: May 10, 2019**

**AIR CONDITIONING MAINTENANCE  
AND EMERGENCY SERVICES**

**NOTICE TO CONTRACTORS  
THIS IS DESIGNATED AS A SMALL PROCUREMENT**

**NOTICE**

A Prospective Contractor that has received this document from the Maryland State Retirement Agency's website or <https://emaryland.buyspeed.com/bsa/>, or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this Bid, should immediately contact the Procurement Officer and provide the Prospective Contractor's name and mailing address so that addenda to the Bid or other communications can be sent to the Prospective Contractor.

**Minority Business Enterprises Are Encouraged to Respond to this Solicitation**

**STATE OF MARYLAND  
MARYLAND STATE RETIREMENT AGENCY  
BID KEY INFORMATION SUMMARY SHEET**

**Small Procurement Bid:** SERVICE: Air Conditioning Maintenance and Emergency Services

**Solicitation Number:** SRA 19-11

**Bid Issue Date:** May 10, 2019

**Bid Issuing Office:** Maryland State Retirement Agency

**Procurement Officer:** Margie J. Gordon, CPPB  
Maryland State Retirement Agency  
120 East Baltimore Street, Room 1602  
Baltimore, Maryland 21202  
Phone: 410-625-5656 Fax: 410-468-1703  
e-mail: mgordon@sra.state.md.us

**Contract Manager:** Brad Taylor  
Maryland State Retirement Agency  
120 East Baltimore Street, 12<sup>th</sup> Floor  
Baltimore, Maryland 21202  
Phone: 410-625-5632 Fax: 410-468-1703  
e-mail: [btaylor@sra.state.md.us](mailto:btaylor@sra.state.md.us)

**Bids are to be sent to:** Maryland State Retirement Agency  
120 East Baltimore Street, Room 1602  
Baltimore, Maryland 21202  
Attention: Margie J. Gordon, CPPB

**Site Visit:** Maryland State Retirement Agency  
120 East Baltimore Street  
Baltimore, Maryland 21202  
Wednesday, May 15, 2019, 10:00 A.M. Local Time

**Bid Due (Closing) Date and Time:** Monday, May 20, 2019, 2:00 P.M. Local Time

**Procurement Type:** Small Procurement

**Contract Type:** Time and Materials fixed hourly rate as defined in COMAR 21.06.03.05.A(1) &(2).

**Contract Duration:** Three (3) years starting on or about May 23, 2019 with no renewal options

## **SECTION 1 - GENERAL INFORMATION**

### **1.1 Purpose**

The Agency is issuing this solicitation to obtain Air Conditioning (A/C) Maintenance and Emergency Services, as further described in this Bid. The overall purpose of this Bid is to provide information to vendors interested in preparing and submitting competitive sealed bids to meet the requirements for contractual services described herein. It is the Agency's intention to obtain services, as specified in this Bid, from a Contract between the selected Contractor and the State. The anticipated duration of services to be provided under this Contract is for three (3) years, with no renewal options.

The Agency intends to make a single award as a result of this Bid. No portion of the services under this Contract may be subcontracted by the Contractor.

### **1.2 Procurement Officer and Contract Manager**

The Procurement Officer is the sole point of contact in the State for purposes of this solicitation prior to the award of any Contract. The name and contact information of the Procurement Officer are indicated in the Bid Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors). The Agency may change the Procurement Officer at any time by written notice.

The Contract Manager is the State representative for this Contract who is primarily responsible for Contract administration functions after Contract award. The name and contact information of the Contract Manager are indicated in the Bid Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors). The Agency may change the Contract Manager at any time by written notice.

### **1.3 eMaryland Marketplace**

In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go to <https://emaryland.buyspeed.com/bsa/login.jsp>, click on "Register" to begin the process, and then follow the prompts.

### **1.4 Questions**

Questions to the Procurement Officer shall be submitted via e-mail prior to the Bid due date to the following e-mail address: [procurement@sra.state.md.us](mailto:procurement@sra.state.md.us). Please identify in the subject line the Solicitation Number and Title.

Time permitting, answers to all substantive questions that are not clearly specific only to the requestor, will be distributed to all vendors that are known to have received a copy of the Bid in sufficient time for the answer to be taken into consideration in the Bid.

### **1.5 Bids Due (Closing) Date and Time**

Bids must be received by the Procurement Officer at the Procurement Officer's address and no later than the Bid Due date and time indicated in the Bid Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors) in order to be considered. Requests for extension of this time or date will not be granted.

Contractors may either mail or hand deliver Bids. For U.S. Postal Service deliveries, any Bid that has been received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the Bid will be deemed timely. **Bids may not be submitted by e-mail or facsimile.**

### **1.6 Site Visit**

A site visit is suggested for prospective Contractors to assist in responding to this Bid. A site visit has been pre-scheduled for Wednesday, May 15, 2019, 10:00 A. M. Local Time, at the Maryland State Retirement Agency, 120 E. Baltimore Street, 14<sup>th</sup> floor Reception, Baltimore, MD 21202. All prospective Contractors are encouraged to attend in order to facilitate better preparation of their Bids. Note that questions asked by prospective Contractors during the Site Visit should pertain to specifics of the site being toured; questions concerning the solicitation will not be answered during a site visit, and should be submitted in writing to the Procurement Officer. See Section 1.4.

### **1.7 Award Basis**

The Contract shall be awarded to the responsible Contractor submitting a responsive Bid with the most favorable Total Bid Price (as referenced in COMAR 21.05.02.13) for providing the goods and services as specified in this Bid. The most favorable Total Bid Price will be the lowest price total on **Attachment B - Bid Form**.

### **1.8 Revisions to the Bid**

If it becomes necessary to revise this Bid before the due date for Bids, the Agency shall endeavor to provide addenda to all prospective Contractors that were sent this Bid or which are otherwise known by the Procurement Officer to have obtained this Bid. In addition, addenda to the Bid will be posted on the Agency's procurement web page and through eMM. It remains the responsibility of all prospective Contractors to check all applicable websites for any addenda issued prior to the submission of Bids.

Failure to acknowledge receipt of an addendum does not relieve the Contractor from complying with the terms, additions, deletions, or corrections set forth in the addendum.

### **1.9 Cancellations**

The State reserves the right to cancel this Bid, or accept or reject any and all Bids, in whole or in part, received in response to this Bid.

### **1.10 Protest/Disputes**

Any protest or dispute related, respectively, to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

### **1.11 Mandatory Contractual Terms**

By submitting a Bid in response to this Bid, a Contractor, if selected for award, shall be deemed to have accepted the terms and conditions of this Bid. Any exceptions to this Bid, including any exceptions to the Required Contract Terms, may result in having the Bid deemed unacceptable, or classified as not reasonably susceptible of being selected for award.

## **SECTION 2 – MINIMUM QUALIFICATIONS**

### **2.1 Contractor Minimum Qualifications**

The Contractor must provide proof with its Bid that the following Minimum Qualifications have been met:

- 2.1.1 The Contractor shall be certified as a member of the USA Contractors authorized through the Liebert Service Provider Network. As proof of meeting this requirement, the Contractor shall provide with its bid, a current certificate or authorized letter from the USA Contractors evidencing the Contractor's certification.
- 2.1.2 The Contractor shall have no less than three (3) years' experience in providing the services of the type and size required by the specifications. The experience must have been within the past five (5) years. The experience of officials gained prior to the formation of a corporation or other business entity may be considered when evaluating responsibility. As proof of meeting this requirement, the Contractor shall provide with its Bid three (3) references from the past five years able to attest to the Contractor's experience in providing these services.

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## **SECTION 3 – SCOPE OF WORK**

<b>3.1 Scope of Work - Requirements</b>
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The Contractor shall:

### **3.1.1 General Requirements**

3.1.1.1 The Agency has a need for a Contractor able to provide Air Conditioning (A/C) Maintenance and Emergency Services as described below. These services shall be performed on three A/C units, located in the 15<sup>th</sup> floor Data Center, and IT closets on floors 15, and 16, of the Maryland State Retirement Agency, 120 East Baltimore Street, Baltimore, Maryland 21202.

3.1.1.2 The service covered by this contract shall include the furnishing of equipment, tools, parts, materials, labor, and supervision to administer a preventive maintenance and service program, that shall include the A/C system and equipment, in accordance with the scheduled repairs and non-scheduled (emergency) repairs.

3.1.1.3 Prohibition against Assignment or Subcontractor: The Contractor shall not assign the contract in whole or in part, without the written approval of the Procurement Officer.

3.1.1.4 The Contractor shall provide a scheduled program of maintenance for the servicing of A/C equipment designated herein. The Contractor shall furnish all labor, materials, supervision, permits, and insurance necessary to provide preventive maintenance. The Contractor shall provide work on all equipment, emergency calls, repairs and required labor and materials.

3.1.1.5 The work required under the terms of this Contract shall include:

3.1.1.5.1 Development and implementation of a Preventive Maintenance (PM) Plan. Within thirty (30) days after award of the Contract, the Contractor shall submit to the Contract Manager a comprehensive maintenance schedule for the A/C systems and equipment. The schedule shall be so arranged that at a glance the Contract Manager can determine exactly when and what maintenance will be performed to a given piece of equipment, system or component. **Please refer to Exhibit A - Abbreviations and Definitions.**

3.1.1.5.2 Preventive Maintenance (PM) incorporates a program of planned maintenance, care, and servicing of A/C equipment that is designed to improve equipment life and avoid any unplanned maintenance activity. PM includes (with the exception of the exclusion above), lubrication, cleaning, adjusting, and minor component replacement to extend the life of equipment and systems. Its purpose is to minimize breakdowns and excessive depreciation. PM includes periodically scheduled work to provide systematic checking, adjustment, tests, measurements, parts replacement, cleaning, and routine services in accordance with the manufacturer's recommendations.

3.1.1.5.3 For purposes of this Contract, PM shall include examination, lubrication, adjustment, calibration, and replacement of parts including, but not limited to: Belts, bearings, capacitors and/or safety devices, check valves, coils, transformers, control wiring, dampers, electrodes, all filters, fuses, environmental controls, fans, pressure controls, compressors, refrigerant filters, dryers, refrigerant piping relays, and all necessary maintenance required to keep the equipment, units, and/or components in proper and continuous operation in accordance with the manufacturer's recommendations

### 3.1.2 Quotes and Reports

- 3.1.2.1 For any recommended scheduled maintenance, other than PM, the Contractor shall submit a quote that lists an estimate of hours and cost of parts that are anticipated. These will be submitted to the Contract Manager for approval before any work is done.
- 3.1.2.2 Written reports of any and all work will be provided to the Agency's Contract Manager within 10 business days of each visit.
- 3.1.2.3 PM shall include all parts, labor, and necessary services that are:
- 3.1.2.4 Part of a PM program (as recommended by the equipment manufacturer).
- 3.1.2.5 Routine testing and inspection of equipment to reduce or avoid service interruptions; to obtain optimum efficiency and maximum life expectancy of equipment.
- 3.1.2.6 PM includes developing and recording equipment and system performance and inspection data for operation analysis and anticipated corrective action.
- 3.1.2.7 The Contractor shall be totally responsible for the cost of all parts and labor for PM.
- 3.1.2.8 Semi-annual visits to the site/location in this specification through the three (3) year term of the contract (one visit every six (6) months).
- 3.1.2.9 Minor repairs and unlimited Emergency Service calls as required. **Please refer to Exhibit A - Abbreviations and Definitions.**
- 3.1.2.10 Checking and verifying performance of all covered equipment and components in accordance with:
  - 3.1.2.10.1 Manufacturer's specifications - All maintenance procedures, preventative or otherwise, recommended by the Manufacturer for each individual piece of equipment included in this Contract shall become a part of this contract.
  - 3.1.2.10.2 American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Standards.
  - 3.1.2.10.3 Applicable Code Requirements.
- 3.1.2.11 Use of the term "parts" is intended to imply the smallest part, which effectively and completely accomplishes needed repair.
- 3.1.2.12 All labor costs shall be computed on the basis of actual time spent on site.
- 3.1.2.13 Where labor is billable to the State, the Contractor will bill for all labor based on the hourly billing rates in the contract.

### 3.1.3 Site Conditions

- 3.1.3.1 Site Conditions that may affect the performance of the work are outlined herein. Additionally, it is requested and advised that the Contractor visit the job site and observe the conditions that will affect the specified work prior to submitting a bid.

3.1.3.2 Access to the rooms containing A/C equipment at SRA has restrictions. The Contractor is advised to familiarize him/herself of the conditions under which all work must be performed.

3.1.3.3 It is to be noted that the equipment in the rooms containing the Liebert DS A/C will remain operational while the work is in progress. The Liebert DS A/C can be taken offline for short periods so long as the temperature in the room does not exceed 85 degrees Fahrenheit. Additionally, there will be fans available for use by the Contractor to move air into the room from exterior hallways to aid in cooling. It is imperative that the Contractor closely co-ordinate the work on a daily basis with the Contract Manager or designee of the Contract Manager.

3.1.3.4 Regular service work, which does not interfere with normal mechanical operations, shall be performed during normal work hours (8:00 a.m. to 5:00 p.m.). Work which requires system shutdown, and emergency or overtime work shall be co-coordinated with the Contract Manager.

3.1.3.5 State Holidays observed are as follows:

- New Year's Day
- Birthday of Dr. Martin Luther King, Jr.
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Election Day (Election Years only)
- Thanksgiving Day
- American Indian Heritage Day (The day after Thanksgiving Day)
- Christmas Day

and all other additional days authorized by the Governor, plus official general election holidays. Preventive service will not be provided on State holidays unless approved in advance by the Contract Manager, or the State will not pay overtime.

3.1.3.6 Publicly announced emergency days off (including full and part days off), in case of events such as hurricanes, snow storms, etc., as declared by the Governor or other duly responsible authorities, will be observed by the SRA, and consequently will not be work-as-usual days billable under this Contract.

### 3.1.4 **Equipment Listing**

3.1.4.1 Equipment to be serviced and maintained under this Contract is as follows:



<b>Qty.</b>	<b>Location</b>	<b>Model</b>	<b>Size</b>	<b>Serial #</b>
1	Room 1555	LIEBERT DS077WSAQES961A	22 ton	C11C8G0009
1	15 <sup>th</sup> floor IT closet	LIEBERT MMD20W2XH0H0	1.5 ton	994500116528
1	16 <sup>th</sup> floor IT closet	LIEBERT MMD20W2XH0H0	1.5 ton	994500116526

3.1.4.2 All associated valves, piping, fittings, etc., are to be included within the scope of this Contract.

3.1.4.3 The above listing is believed to be a complete listing of the quantity and type of equipment to be serviced under this contract at this location. Should it be discovered after the inception of this Contract by either the Contractor or by the State that other equipment exists which is critical to the operation of the server room and IT closets, the State reserves the right to add such equipment to the list of equipment to be serviced under the terms of this Contract. Should such an addition to the list of equipment be required, an adjustment in payment to the Contractor shall be negotiated by the Procurement Officer.

3.1.4.4 Acceptance of Equipment

- 3.1.4.4.1 It shall be clearly understood by all interested contractors, that the intent of this Contract is to provide all-inclusive materials, parts, labor and equipment necessary to keep the A/C system and equipment in first-class operating condition.
- 3.1.4.4.2 The Contractor shall conduct an on-site technical inspection within the first thirty days after the award of this Contract. The on-site technical inspection shall be conducted jointly with the Contract Manager or his/her designee(s). The on-site technical inspection shall be at the Contractor’s expense, with no additional expense to the State. Any deficiencies found during the on-site technical inspection shall be listed and submitted by the Contractor, with a separate cost breakdown and proposal for repair for each of the deficiencies listed.
- 3.1.4.4.3 The State shall, at its discretion and expense, repair or correct the deficiencies listed. The State shall have the option to direct the Contractor to correct the deficiencies listed in accordance with the proposal submitted by the Contractor, or to seek repairs of the deficiencies listed through a third party.
- 3.1.4.4.4 Any deficiencies or equipment repairs reported or found thirty (30) days or more after the award of this Contract are to be repaired, replaced, etc., at the Contractor’s expense in accordance with the terms of this Contract.

3.1.5 Exclusions From This Contract

3.1.5.1 The following items are specifically excluded from the Scope of Work and shall not be required work provided for under the terms of this Contract:

- 3.1.5.1.1 The Contractor is not obligated under the terms of this Contract to provide any preventive maintenance, services, or repairs to equipment reported in accordance with the terms outlined in 3.1.4, above, while it remains inoperative, missing, or damaged.

- 3.1.5.1.2 Normal daily and weekend functions of stopping, starting and the initial resetting of the equipment covered hereunder.
- 3.1.5.1.3 The responsibility for room conditions or overall system performance because of poor design or improper air or water balance.
- 3.1.5.1.4 Any modifications of equipment that are recommended or required by insurance companies, government, state, municipal or other authorities.
- 3.1.5.1.5 Any equipment destroyed by an act of vandalism.
- 3.1.5.1.6 Maintenance, repair and/or replacement of the basic building wiring on the “Line” side of means of disconnection.
- 3.1.5.1.7 Painting; except where specifically recommended or required by the written instructions of the equipment manufacturer and a particular type of protective coating is required.

### 3.1.6 Responsibilities

#### 3.1.6.1 Agency Responsibilities:

- 3.1.6.1.1 The Agency shall designate a representative within the Agency to act as liaison between the Agency and the Contractor for coordination of activities of the Contractor and the facility and to receive instructions in the condition and operation of said equipment. The Contract Manager is herein designated as such. The Agency reserves the right to change that designation. The representative shall have authority to carry out recommendations received from the Contractor in conjunction with the normal accomplishments of the Contractor. The Agency reserves final authority in acting on these recommendations.
- 3.1.6.1.2 The Agency shall operate the equipment in accordance with the Manufacturer’s instructions, and notify the Contractor promptly of any change in the usual operating conditions.
- 3.1.6.1.3 The Agency shall keep the equipment rooms and space free of materials extraneous to said system and move any stock, fixtures, wall or partitions needed to facilitate the work called for hereunder.
- 3.1.6.1.4 The Agency will supply electricity to line side of fuse disconnect only. All fuses are considered parts in this Contract.
- 3.1.6.1.5 The Agency reserves the right to seek competitive bids for the purchase of any replacement unit in excess of \$500.00. The Awardees of the contract shall work cooperatively with any contractor hired by the State.
- 3.1.6.1.6 Provide State closing information during inclement weather by ensuring that it is posted on the Department of Budget and Management website at [www.dbm.maryland.gov](http://www.dbm.maryland.gov).

#### 3.1.6.2 Contractor Responsibilities

- 3.1.6.2.1 The Contractor shall be responsible for the total costs for all Preventive Maintenance. This shall include all labor, parts, materials, and supplies associated with PM.

- 3.1.6.2.2 All maintenance, PM and /or repairs must be completed as per manufacturer's specifications.
- 3.1.6.2.3 When performing repairs and/or Preventative Maintenance, the Contractor shall utilize O.E.M. parts. In cases where the overall cost or critical time frame may be served by substituting parts from another manufacturer, the Contract Manager shall exercise his/her right to decide on the desired approach. The Contractor shall replace all parts necessary to restore equipment to complete operational service when performing repairs. Use of the term "parts" is intended to imply the smallest part which effectively and completely accomplishes needed repair. In cases where the overall cost or critical time frame may be served by replacing a larger part/component, the Contract Manager shall exercise his/her right to decide on the desired approach.
- 3.1.6.2.4 The Contractor shall provide written reports/service tickets within ten (10) business days of each scheduled and emergency service call. The Contractor shall provide a detailed monthly invoice on the Contractor's letterhead. Invoices must include the Agency-assigned purchase order number and the Contractor's Federal Tax Identification or Social Security number.

### 3.1.7 Emergency Maintenance/Repair

- 3.1.7.1 In the event of equipment failure, or eminent failure or damage, on-site response by a qualified maintenance mechanic shall be made within four (4) hours after the Contractor has been given notification of the emergency situation. Service response shall be sufficient to restore the equipment or system to a fully or temporary operational status. If temporary measures are taken to restore operation, then permanent repair service shall be completed within five (5) working days.
- 3.1.7.2 **Should the Contractor fail to restore essential service within twenty-four (24) hours, the State reserves the right to obtain restoration of essential services through other means, methods, or vendors. Should the State find it necessary to obtain restoration of essential services through other means, methods, or vendors, the Contractor will be held liable for the total expense of restoration of essential services. Inability to obtain parts or special technical or engineering services will not be considered reason to extend this time period.**
- 3.1.7.3 **Exceptions: Loss of essential service from equipment or system failure resulting from Fire or Natural Disaster.**
- 3.1.7.4 Emergency maintenance service shall be available twenty-four hours of the day, every day and week of the year throughout the contract term. **Contractor will be requested to submit a phone number with 24 hour availability, for emergency maintenance.**

Failure of the Contractor to provide emergency service within the stated time frames may be cause to consider the Contractor in default of the Contract by the Procurement Officer.

### 3.1.8 Licensing

- 3.1.8.1 The Contractor shall comply with all requirements of the Annotated Code of Maryland (latest revisions and supplements), any and all bulletins, policies, directives, etc. issued by the Maryland Department of Labor, Licensing, and Regulation (DLLR), National Mechanical Code (latest revision), and the Building Officials and Code Administrators International, Inc. (BOCA).

3.1.8.2 The Contractor shall be licensed in Maryland and designate an individual as their Master License holder that will be responsible for all services to be performed under this contract. All work shall be performed by licensed Master, Master Restricted, Limited, Journeymen, or Apprentice under the responsibility of the listed Master License holder. A copy of the Master License shall be submitted with the bid.

## **3.2 Security Requirements**

### **3.2.1 Employee Identification**

- (a) Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.
- (b) At all times at any facility, the Contractor's personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visible location at all times.

### **3.2.2 Criminal Background Check**

The Contractor may not assign an employee with a criminal record to work under this Contract unless prior written approval is obtained from the Contract Manager.

## **3.3 Insurance Requirements**

3.3.1 The Contractor shall provide a copy with its bid of its current certificate of insurance showing the types and limits of insurance in effect as of the Bid submission date. The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting, from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or relevant subcontractors.

## **3.4 Problem Escalation Procedure**

3.4.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations within ten (10) business days. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

The Contractor shall provide contact information to the Contract Manager, as well as to other State personnel, as directed should the Contract Manager not be available.

Nothing in this section shall be construed to limit any rights of the Contract Manager or the State which may be allowed by the Contract or applicable law.

## **SECTION 4 – CONTRACT DURATION**

4.1 The duration of the Contract will be for a period of three (3) years, with no renewal options.

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## **SECTION 5 – BID FORMAT**

### **5.1 One Part Submission**

Contractors shall submit with their Bid all Minimum Qualification documentation required (see Section 2), and all Required Bid Submissions in a single sealed package/envelope. The Bid shall contain all price information in the format specified on the Bid Form (**Attachment B**). Complete the Bid Form only as provided in the Bid Pricing Instructions. Do not amend, alter, or leave blank any items on the Bid Form or include additional clarifying or contingent language on or attached to the Bid Form. Failure to adhere to any of these instructions may result in the Bid being determined to be non-responsive and rejected by the Agency.

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## **SECTION 6 – REQUIRED CONTRACT TERMS**

For this solicitation, the Contractor is asked to submit its standard form of contract. A Contractor must be willing to revise its standard form of contract to reflect, at a minimum, the required contract terms below.

1. The Contract shall include (a) a statement of the scope of the contract that conforms to Section 3 of this Bid (this may be incorporated by reference); (b) the dollar value of the contract, if known or estimated dollar value if the actual value is not known; (c) the term of the contract; (d) names of the procurement officer and contract manager; and (e) a clause containing the following: “The Contractor shall comply with the provisions of State Finance and Procurement Article, Title 19, Annotated Code of Maryland.”
2. The Agency will not agree to any indemnification provisions (in which the Contractor is indemnifying the Agency or the System) that allow the Contractor to defend the Agency and/or the System and have sole control over the defense and settlement of any claims against the Agency and/or the System.
3. The laws of Maryland shall govern the interpretation and enforcement of the Contract. Any governing law provision must include that Maryland law will govern the interpretation of Maryland law, regulations, rules, interpretations and directives of the Maryland Office of the Attorney General.
4. Disputes arising under the Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by Code of Maryland Regulations (“COMAR”) 21.10. Pending resolution of a dispute, the Contractor shall continue to perform the Contract, as directed by the Contract Manager.
5. The Agency will not agree to any confidentiality or nondisclosure provisions that create obligations that conflict with the Agency and/or the System’s legal obligations under applicable open records laws, including but not limited to the Maryland Public Information Act, Annotated Code of Maryland, General Provisions Article, Section 4-101 to 4-601.
6. The Agency will not agree to provisions that would require the Agency, the System or the State of Maryland to waive any immunity to suit or liability or irrevocably waive sovereign or governmental immunity, or any defenses available to it under Maryland or Federal law. This is not intended as a waiver of a Contractor’s right to assert that the contract constitutes a contract within the meaning of Section 12-201, State Government Article, Annotated Code of Maryland, assuming each document is a valid contract under applicable law.
7. The Agency may terminate the Contract, in whole or in part, without showing cause upon prior written notice to the Contractor specifying the extent and the effective date of the termination. The Agency shall pay all reasonable costs associated with the Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).
8. If the Contractor does not fulfill obligations under the Contract or violates any provision of the Contract, the Agency may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the Agency. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

## **BID ATTACHMENTS**

### **ATTACHMENT A – Site Visit Response Form**

It is requested that this form be completed and submitted as described in Section 1.6 by those potential Contractors that plan on attending the Pre-Bid Conference.

### **ATTACHMENT B – Bid Form Instructions and Bid Form**

The Bid Form must be completed and submitted with the Bid.



**ATTACHMENT A – SITE VISIT RESPONSE FORM**

**Solicitation Number SRA 19-11  
AIR CONDITIONING MAINTENANCE AND EMERGENCY SERVICES**

A Site Visit will be held at the date, time, and location indicated in the Bid Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors).

Please return this form at least two (2) Business Days prior to the Site Visit date, advising whether or not you plan to attend. The completed form should be returned via e-mail or fax to the Procurement Officer. The Procurement Officer's contact information is provided in the Bid Key Information Summary Sheet.

Please indicate:

\_\_\_\_\_ Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

\_\_\_\_\_ No, we will not be in attendance.

---

Signature

Title

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Name of Firm (please print)

## ATTACHMENT B – BID PRICING INSTRUCTIONS

In order to assist Contractors in the preparation of their Bid and to comply with the requirements of this solicitation, Bid Pricing Instructions and a Bid Form have been prepared. Contractors shall submit their Bid on the Bid Form in accordance with the instructions on the Bid Form and as specified herein. Do not alter the Bid Form or the Bid Form may be rejected. The Bid Form is to be signed and dated, where requested, by an individual who is authorized to bind the Contractor to the prices entered on the Bid Form.

The Bid Form is used to calculate the Contractor's TOTAL BID PRICE. Follow these instructions carefully when completing your Bid Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this Bid and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this Bid and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Bid Form shall be filled in. Any blanks may result in the Bid being regarded as non-responsive and thus rejected. Any changes or corrections made to the Bid Form by the Contractor prior to submission shall be initialed and dated.
- F) Except as instructed on the Bid Form, nothing shall be entered on or attached to the Bid Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions usually render the Bid non-responsive, which means it will be rejected.
- G) It is imperative that the prices included on the Bid Form have been entered correctly and calculated accurately by the Contractor and that the respective total prices agree with the entries on the Bid Form. Any incorrect entries or inaccurate calculations by the Contractor will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12, and may cause the Bid to be rejected.
- H) If option years are included, Contractors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the Bid at the prices entered in the Bid Form.
- I) All Bid prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the Bid. The Bid price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the Bid, sample amounts used for calculations on the Bid Form are typically estimates for bidding purposes only. The Agency does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.
- K) Failure to adhere to any of these instructions may result in the Bid being determined non-responsive and rejected by the Agency.

**ATTACHMENT B – BID FORM**

**Solicitation Number SRA 19-11  
AIR CONDITIONING MAINTENANCE AND EMERGENCY SERVICES  
BID FORM**

The Bid shall contain all price information in the format specified on these pages. Complete the Bid Form only as provided in the Bid Pricing Instructions. Do not amend, alter or leave blank any items on the Bid Form. If option years are included, Contractors must submit Bids for each option year. Failure to adhere to any of these instructions may result in the bid being determined non-responsive and rejected by the Agency.

\_\_\_\_\_  
Name of Bidder

**Preventative Maintenance - 3 Years**

	Cost Year 1	Cost Year 2	Cost Year 3	Total Cost (Yrs. 1+2+3)
Prev. Maint. <b>Fall</b>				1 \$
Prev. Maint. <b>Spring</b>				1 \$

2

**Preventative Maintenance Total Cost, 3 Years (1+1): \$**

**Hourly Labor - 3 Years**

	Hourly Rate <b>Year 1</b>	Hourly Rate <b>Year 2</b>	Hourly Rate <b>Year 3</b>	Total Est. Hours Per Year*	Total Cost 3 Years (Hrly. Rate x Hrs./Yr.)	Subtotals
<b>Scheduled</b> Non-emergency <b>Technician</b>				15	Yr.1: \$ Yr.2: \$ Yr.3: \$	3 \$
<b>Scheduled</b> Non-emergency <b>Helper</b>				15	Yr.1: \$ Yr.2: \$ Yr.3: \$	4 \$
<b>Emergency</b> Non-scheduled <b>Technician</b>				15	Yr.1: \$ Yr.2: \$ Yr.3: \$	5 \$
<b>Emergency</b> Non-scheduled <b>Helper</b>				15	Yr.1: \$ Yr.2: \$ Yr.3: \$	6 \$
Other Charges (List, if any)	1				\$	
	2				\$	7
	3				\$	\$

\* Estimate not guaranteed. Used for bidding only.

**Total Price, used to award contract (2+3+4+5+6+7): \$**

Submitted By:  
Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Contractor Name : \_\_\_\_\_  
\_\_\_\_\_

Contractor Address: \_\_\_\_\_  
\_\_\_\_\_

Location(s) from which services will be performed (City/State): \_\_\_\_\_

FEIN: \_\_\_\_\_ eMM # \_\_\_\_\_

Contractor Contact Information: Telephone: (\_\_\_\_) \_\_\_\_ -- \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_ -- \_\_\_\_\_

\_\_\_\_\_ E-mail: \_\_\_\_\_

**ALTERNATE CONTACT:**

Printed Name and Title: \_\_\_\_\_

Contact Information: Telephone: (\_\_\_\_) \_\_\_\_ -- \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_ -- \_\_\_\_\_

E-mail: \_\_\_\_\_



## EXHIBIT A - ABBREVIATIONS AND DEFINITIONS

For purposes of this BID, the following abbreviations or terms have the meanings indicated below:

1. **Contract** – The Contract awarded to the successful Contractor pursuant to this Bid. The Contract will be in the form of **Attachment A**.
2. **Contract Commencement** - The date the Contract is signed by the Agency following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required.
3. **Contract Manager (CM)** – The Agency representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Manager may authorize in writing one or more Agency representatives to act on behalf of the Contract Manager in the performance of the Contract Manager’s responsibilities.
4. **Contractor** – The selected Contractor that is awarded a Contract by the State.
5. **Emergency Maintenance** – Unscheduled work that requires immediate action to restore essential services, to restore Air Conditioning equipment or system operations, to correct mechanical problems that will cause imminent interruption of operations or will cause damage to operating equipment.
6. **Essential Services** – see 6a, 6b, and 6c – inclusive (below):
  - 6a. The full and complete operation of the Liebert Air Conditioning Model DS077WSAQES961A, Room 1555 in the Data Center (as listed in Section 3.1.4).
  - 6b. The full and complete operation of the Liebert Air Conditioning Model MMD20W2XH0H0, 15th floor IT closet (as listed in Section 3.1.4).
  - 6c. The full and complete operation of the Liebert Air Conditioning Model MMD20W2XH0H0, 16th floor IT closet (as listed in Section 3.1.4).
7. **Labor** – Implies all human effort, skilled and/or unskilled, necessary to effectively and completely accomplish needed repair.
8. **Major Repair** – Any scheduled repair that requires shut down of equipment to make the repair or involves replacement of parts that equal or exceed \$500.00 per incident. See Section 3.1.6.1.5 for additional information regarding Major Repairs.
9. **Minor Repairs** – Any repair, scheduled or unscheduled, where the cost of part(s) is under \$500.00 per incident. Minor Repairs are within the scope of services to be provided under the contract.
10. **O.E.M.** – Original Equipment Manufacturer.
11. **Parts** – Any portion, unit, or component integral to any equipment or portion of equipment necessary for the effective operation of the A/C System.
12. **Preventive Maintenance (PM)** – The care and servicing of A/C equipment for the purpose of maintaining equipment and systems in satisfactory operating condition, as per the manufacturer’s specifications, by

providing for systematic inspection, detection, and correction of incipient failures either before they occur or before they develop into major defects.

13. **Small Procurement** – The procedures set forth in COMAR 21.05.07 to obtain items reasonably expected by the procurement officer to cost \$50,000 or less.
14. **Time and Materials Fixed Hourly Rate** - A contract which provides for contractor payment based on a direct labor, firm hourly rate that includes benefits, payroll taxes, overhead and contractor profit and for the cost of materials and equipment used in performance of the contract.
15. **Total Bid Price** - The Contractor's total price for services in response to this solicitation, included in the Bid in Attachment B – Bid Form, and used in determining the recommended awardee (see BID Section 1.7).