

Bid Board Notice

Procurement I.D. Number: OIT – 13-016
Computer Equipment Repair

Issue Date: September 21, 2012

THIS SOLICITATION SHALL BE MADE IN ACCORDANCE WITH THE SMALL PROCUREMENT REGULATIONS DESCRIBED IN COMAR 21.05.07

THIS SOLICITATION SHALL BE MADE IN ACCORDANCE WITH THE SMALL BUSINESS RESERVE PROGRAM DESCRIBED IN COMAR 21.11.01.06 (Access at: <http://www.dsd.state.md.us/comar>)

SECTION 1: PROCUREMENT OBJECTIVES

1.1 Summary Statement

The Department of Health and Mental Hygiene (DHMH), Office of Information Technology (OIT), Infrastructure and Network Division (IND) is soliciting bids to provide computer hardware repair services for mid-range servers, desktops, laptops, peripherals and printers at the Department of Health and Mental Hygiene Headquarters site at 201 West Preston Street, Baltimore, Maryland, other locations in the Baltimore area.

1.2 Issuing Office

Department of Health and Mental Hygiene
Office of Information Technology
201 West Preston Street
Baltimore, Maryland 21201

Contract Monitor:
Michael Karolkowski
Office of Information Technology
Infrastructure and Network Division
201 West Preston Street, Room SS-1
Baltimore, Maryland 21201
Telephone: (410) 767-6806
Email: michael.karolkowski@maryland.gov

Procurement Officer:
Brendan Clifford
Office of Information Technology
201 West Preston Street, Fourth Floor
Baltimore, Maryland 21201

Telephone: (410) 767-3550
Email: brendan.clifford@maryland.gov

The sole point of contact for this solicitation is the Procurement Officer.

1.3 Bid Submission

All bids **MUST** be received at the Issuing Office by **4:00 p.m. Eastern Time**, on **September 28, 2012**, in order to be considered.

EMAIL, MAIL OR HAND DELIVER PROPOSALS to:

Brendan Clifford
Office of Information Technology
Department of Health and Mental Hygiene
201 West Preston Street, Fourth Floor
Baltimore, Maryland 21201
brendan.clifford@maryland.gov

Bidders who mail bids should allow sufficient mail transit time to ensure timely receipt by the Issuing Office. Bids and/or unsolicited amendments to bids arriving after the closing hour and date will not be considered.

Bidders must submit bids in **two envelopes** or **two PDF files** labeled:
OIT 13-016 – Computer Equipment Repair, Technical Proposal, and
OIT 13-016 – Computer Equipment Repair, Financial Proposal

Faxed bids will not be accepted for this solicitation.

All questions regarding the bid submission process or technical questions related to this solicitation must be submitted by email to brendan.clifford@maryland.gov.

SECTION 2: GENERAL INFORMATION

2.1 INTRODUCTION

The Office of Information Technology, Infrastructure and Network Division, a unit of the Department of Health and Mental Hygiene, hereinafter called the "Department," "Issuing Office," or "DHMH" is soliciting proposals from qualified Vendors to provide on-site computer hardware repair services. As a result of equipment failures, computer hardware repair service is required in order to carry out the day-to-day computer-dependent operations of the Department with a minimum interruption of services. The computer hardware includes midrange computers, servers, desktops, laptops, terminals, controllers, printers and other peripherals. Equipment and support to that equipment is identified herein as 'Non-Mission Critical' and 'Mission Critical'. Equipment identified as Mission Critical includes, but is not limited to: IBM RS6000, IBM AS/400, NCR, VAX, Dell/HP/Compaq Servers and

high speed impact and laser printers. See Section 3.5.1 and 3.5.2 for definition of Non-Mission Critical and Mission Critical support.

2.2 BACKGROUND

The DHMH owns an estimated 5,300 items of computer hardware. Approximately 60% of the inventory is located at Headquarters Units in the Central Baltimore area. The remaining inventory is dispersed in the Baltimore area and throughout the State of Maryland at DHMH facilities. Utilizing DHMH staff, the Department repairs defective hardware located at Headquarters units when the new equipment warranty expires. However, in circumstances requiring diagnosis and repair skills that cannot be provided by DHMH staff, troubleshooting and repair services are procured from a qualified service Vendor.

DHMH's estimated installed base of hardware is distributed as follows:

Category	PC	Laptops	Printers	Midrange
Central Baltimore Area	2,500	120	600	11

The computers located in Baltimore City are distributed as follows:

HQ Complex (Howard & Preston Streets)	1,600
Patterson Avenue Sites	400
Other City Locations	250

Use of this contract is completely at the discretion of the respective units at covered locations. See **Attachment A** for list of Headquarters and Non-Headquarters locations to be served under this contract. A list of authorized DHMH contacts at each location will be provided to the Contractor.

Although DHMH's inventory is reasonably stable, the details of quantity, item and location are **subject to change**, with equipment being added and/or dropped on an ongoing basis. The winning contractor shall provide support to all computer hardware, as defined in Section 2.1, that is on the inventory at the time of service.

DHMH's hardware platforms consist of, but are not limited to: Dell, Gateway, IBM, Hewlett-Packard, Acer, Lexmark, Compaq, Toshiba, Epson, NCR. Desktop operating systems consist of a mix of Windows 9x, Windows NT, Windows 2K, Windows XP and Windows 7. Server operating system platforms consist of Windows NT4.0, Windows 2K Server, Windows 2003 Server, Windows 2008 Server, Novell 4x, 5x, 6x and Unix. It is possible that through strategic planning that platforms may change. The contractor shall be responsible to supply support to any such platform. DHMH will provide on a quarterly basis any strategic information regarding platform changes.

SECTION 3: SCOPE OF WORK / DELIVERABLES

3.1 Contractor's Work Plan

The Contractor shall provide a finalized work plan at the kickoff meeting. The work plan shall include a staffing plan and communications plan that describes how it will manage and communicate with personnel to ensure timely response to service calls as required in this Section 3 (including subsections 3.1 through 3.14); how it will ensure capacity and capability to service all of the brands and models of equipment that are the subject of this solicitation. The plan shall include documentation of how and when subcontractors will be used.

3.2 Contractor Staff

For all Contractor staff and any subcontracting staff that the Contractor may utilize, the Contractor shall ensure the following. All subcontractors must be identified in the offeror's proposal, including a description of the subcontractor's role in the performance of the contract.

- a) The contractor shall provide technical staff that has certification to include, but is not limited to: A+, Network+, Novell, and certifications specific to the hardware platforms located in DHMH.
- b) The Contractor shall only provide technical staff that has a minimum of two years hands-on experience in the repair of computer hardware in a broad-based environment consisting of, but not limited to: network servers, personal computers, disk drives, various CD and DVD formats (e.g., CD-ROM, CD-RW, DVD-ROM) video cards, memory, monitors, keyboards, etc.
- c) The Contractor shall only provide staff that has a working knowledge of the operating systems and platforms noted in Section 2.2. 'Working knowledge' is hands-on experience and comprehension of how the operating systems should function according to manufacturer's specifications. 'Hands-on experience' is frequent hands-on use within the last two years prior to this solicitation's release date.
- d) The Contractor shall record staff time on service calls in 15 minute increments. These records shall be submitted to the Department as part of the monthly invoicing. See Section 6.2 and 6.3.
- e) The contractor shall provide personnel to satisfy the labor qualifications specified. In response to each DHMH or other site request work order, the contractor shall provide personnel that satisfy the personnel qualifications specified within this section for each of the labor categories below. The contractor shall identify the appropriate labor category at the time of the assignment to each work order. Any employee utilized in performance of a repair shall be billed at the proposed and accepted appropriate labor category and rate.

In unusual or extreme circumstances, such as an emergency event as designated by the DHMH contract monitor, a non-qualified contractor employee may be used to perform a task. Such an employee shall be approved by the DHMH contract monitor only for the specific circumstances. If other sites prefer to utilize non-qualified contractual employee, that site contact must obtain prior approval from the DHMH contractor monitor before proceeding.

Labor Category	Labor Qualifications
PC Repair Technician	In addition to meeting the required qualifications in 3.2 this position troubleshoots/repairs desktop and laptop computer components (i.e. motherboards, hard drives, memory, video cards, power supplies, etc.) including their peripherals (i.e. monitor, keyboard, etc.). No network troubleshooting will be required as existing DHMH personnel is responsible for troubleshooting and day-to-day operations and management of the network and its infrastructure.
Printer Repair Technician	In addition to meeting the required qualifications in 3.2, this position troubleshoots/repairs standalone and networked impact and laser printers (mono and color), as well as, high speed impact and laser printer components (i.e., print heads, pickup rollers, etc.) No network troubleshooting will be required as existing DHMH personnel is responsible for troubleshooting and day-to-day operations and management of the network and its infrastructure.
Network Technician	In addition to meeting the required qualifications in 3.2, this position troubleshoots/repairs servers, midrange system components, high speed impact/laser printers, terminals, controllers and their components. No network troubleshooting will be required as existing DHMH personnel is responsible for troubleshooting and day-to-day operations and management of the network and its infrastructure.

The contractor shall certify that the candidates meet the required qualifications as referenced by Section 3.2.

3.3 Personnel Security:

The contractor shall comply with and adhere to the Maryland State IT Security Policy and Standards which can be found at: <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>. These policies may be revised from time to time and the contractor shall comply with all such revisions. The State Contract Monitor will apprise the Contractor of any updated policies.

3.3.1 Security Clearance: The Contractor shall obtain a CJIS State and Federal criminal background check for each individual performing services under the contract. A CJIS Federal background check for each employee initially assigned to work on the contract and must be completed and provided to the DHMH Contract Monitor within 30 days of

receiving award. This check may be performed by a public or private entity. The Contractor shall provide CJIS State and Federal criminal background checks and resumes prior to new employees providing services under the terms of this contract. The Contractor shall provide copies of the background checks along with the employee resumes to the Contract Monitor to be kept on file at the Department, which reserves the right to reject any individual based upon the results of the background check.

3.3.2 The Contractor may not connect their own equipment to an Agency's LAN/WAN without prior written approval by the State. No Contractor computer equipment or laptop may connect to the State's LAN/WAN. The State will provide equipment as necessary to the Contractor for any support that would require connection to the State LAN/WAN, or give prior written approval as necessary for connection

3.3.3 Any person who is an employee or agent of the Contractor or Subcontractor and who enters the premises of a facility under the jurisdiction of the Department may be required to sign-in with the facility's security staff according to each facility's policy. The failure or refusal by any of the Contractor's or Subcontractors employees or agents to comply with any security or identification requirements established by the Department or a facility may be viewed as noncompliance with the contract terms, treated as sufficient grounds for default, and terminated by the Department in accordance with Section 7.5.

3.3.4 The Contractor shall provide and fill-out any necessary paperwork for security access to sign on at the State's site if access is needed to the State's LAN/WAN, as directed and coordinated with the State's Contract Monitor.

3.4 Communication Plan

The Communication Plan provided during the initial kick-off meeting in accordance with section 3.1 shall be viewed as a living document and shall be updated as necessary throughout the life of the contract to ensure current information. The communication plan shall, at minimum, consist of contact information for the Contractor's Contract Monitor, invoicing unit, and technical support manager. The following information at minimum shall be supplied: names, telephone numbers (including paging units, cell phones, etc.) and email addresses. DHMH may contact these individuals for the purpose of obtaining technical support, problem isolation and determination, equipment replacement, reporting and invoicing, and management responsibilities. The Communication Plan must include a telephone number for the Department to call to initiate service calls 24 hours per day, seven days per week.

In case of an emergency event, as part of the Communication Plan, the Contractor shall identify an escalation procedure for their company and all the same type of contact information as required above. All such information shall be kept current and shall be submitted to the DHMH contract monitor as often as necessary to remain current.

The Contractor's Contract Monitor shall be the primary point of contact for any contract issues that cannot be resolved through the help desk, invoicing unit, or technical support manager.

3.5 On-call Technical Support

The Contractor shall provide on-call technical support for Non-Mission Critical repair services during regular State working hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding State Holidays (See **Attachment B**, State Holidays 2012-2013) as defined in section 3.5.1

The Contractor shall provide on-call technical support for Mission Critical repair services 24 hours per day, seven days per week, including State Holidays, as defined in section 3.5.2. Further State Holiday schedules will be provided by the Department's Contract Monitor.

For regular State working hours support, the Contractor's technician, upon arriving on-site, shall report to the State site contact, who will then initial the arrival time on the applicable work order. Immediately thereafter, the Contractor's technician shall begin problem assessment and provide to the DHMH onsite contact an estimated time to begin and complete the repair, and document this on the applicable work order. Problems not resolved within timeframes noted below, shall be reported in writing by the Contractor's technician to the State site contact. The Contractor shall detail any reason for not resolving the problem and when the problem will be expected to be resolved.

For any emergency repairs after regular State working hours and on weekends and State holidays the Contractor shall follow the same procedure as stated above.

3.5.1 Non-Mission Critical Repair Calls:

The Contractor shall confirm Non-Mission Critical repair calls through the DHMH site contact that initiates the call within two (2) hours after being apprised of the equipment problem. The Contractor shall coordinate the response date and time with the DHMH site contact. The Contractor shall begin repair by the next business workday.

Non-Mission Critical items are generally defined as desktop computers, their peripherals, terminals, PC printers, and laptop computers

3.5.2 Mission Critical Repair Calls:

The Contractor shall confirm Mission Critical repair calls through DHMH site contact within one (1) hour after being apprised of the equipment problem. The Contractor shall be onsite and begin troubleshooting and repair within four (4) hours.

Mission Critical hardware consists of but is not limited to: IBM RS6000, IBM AS/400, NCR, VAX, Dell/HP/Compaq Servers and high speed impact and laser printers.

Mission Critical repairs may include those items usually noted on Non-mission critical list but because of disposition of an emergency, the call may be deemed Mission Critical by the DHMH site contact. The Contractor shall support any such calls as Mission Critical.

The Contractor's technicians shall arrive onsite at the confirmed date/time with appropriate tools and parts in order to initiate and complete necessary repairs.

3.6 Parts Procurement

The Contractor's technicians shall take appropriate action to procure parts, when not immediately available, in order to make the repair by the end of the next business day. Exceptions to this rule must be approved and accepted in writing by the DHMH site contact. The Contractor, when requesting an exception, shall provide an expected completion date for all the repairs. Repairs shall be completed no later than the completion date, or the procedure noted in 3.7 will apply. For parts procurement, the Contractor shall provide written quotes to the DHMH site contact for approval prior to purchase. Procedures for invoicing parts procured by the Contractor are addressed under Section 6.3 and 6.4. The Department of Health and Mental Hygiene shall approve and pay for parts invoiced **at cost**. No parts markup will be approved.

3.7 Work Completion

As noted above, the Contractor shall complete repairs by the end of the next business day after notification of the problem, unless the DHMH site contact has approved in writing an exception to this timeframe. If the Contractor fails to meet the requirements of any work order and bring the item to full appropriate functionality (i.e. functioning within manufacturer's recommendations) by the written accepted timeframe, the Contractor shall rectify the performance problem or complete the work to the State's satisfaction within five (5) business days, or as directed by the DHMH Contract Monitor, at no additional cost (for either labor or parts) to the State. An additional exception timeframe may be requested by the Contractor. Though the State is under no obligation to accept requests for additional time, further exception requests will not be unreasonably denied. All additional exception requests must be documented in writing by DHMH site contact approval.

3.8 Retainage

Failure to return an item to full functionality, which includes a component, equipment or system, within the DHMH approved and written-accepted timeframe shall, at the DHMH Contract Monitor's discretion, result in the State retaining up to 10% of the Vendor's monthly invoice per event. If the State is not satisfied within this timeframe, the contractor forfeits the retainage, unless otherwise determined by the State.

Release and disbursement of any amount retained pursuant to this section shall be based upon (1) the completion of returning the item to full functionality; and (2) acceptance and sign-off of the work order by the State Contract Monitor. The State Contract Monitor makes the final determination whether to accept or reject the Contractor's efforts regarding the item. The

retained amount shall be included as a separately invoiced item on the monthly invoice following acceptance by the State Contract Monitor.

3.9 Warranties

The Contractor shall warranty all replacement parts and/or equipment for ninety (90) days, and warranty their labor for thirty (30) days. This warranty is in addition to the manufacturer's warranty at no additional cost to the State.

3.10 Acceptance

Any warranty period shall not commence until acceptance of the equipment or repair by the DHMH site contact. Acceptance occurs when the DHMH site contact signs as acceptance of the Contractor's work order. The DHMH site contact or other State staff will commence acceptance testing for the repaired item when the Contractor notifies the DHMH site contact of repair completion. The DHMH Contract Monitor or site contact shall note on the applicable work order acceptance or rejection of the repaired item.

In the event of rejection, the Contractor shall use all reasonable effort to correct any deficiencies or non-conformities and resubmit the rejected work order as promptly as possible. The procedure in Section 3.7 applies for rejected work orders.

3.11 Disposition of Replaced Parts

The Contractor shall leave all replaced parts with the DHMH site contact, as they remain the property of DHMH.

3.12 Work Order Procedure

After problem assessment and repair has been completed, the Contractor shall ensure that the hardware has been restored to a fully functioning state (i.e. functioning within the manufacturer's recommendations). A Contractor's work order shall be signed by the Contractor's technician attesting that the work order for this item is completed. The DHMH site contact will sign the work order after acceptance testing. See Section 3.10. The Contractor shall provide a copy of each completed work order(s) to the Contract Monitor and include as documentation with the invoice as set forth in Section 6.4.

3.13 Monthly Repair Reports

A Monthly Repair Report shall be submitted to the DHMH Contract Monitor and with the invoice required by Section 6.4 no later than the 15th of the month for all repairs made in the previous month. This report shall show all repairs done for Headquarters and other sites. This report shall include a copy of the monthly invoice, work orders, and time cards for the Contractor's technicians for all sites where service is provided. An example of the report format is included as **Attachment D**. The Monthly Repair Report shall be submitted in PDF format. No Report will be required for months in which no service was provided.

3.14 Additional Reports

The Contractor shall provide to the DHMH Contract Monitor by the 15th of July following the end of each fiscal year during which the contract is in effect, an end-of-fiscal year report showing cumulative costs/labor hours/parts cost/ and call details. The State's fiscal year is July 1 through June 30.

3.15 End-of-Contract Transition

To provide a successful and smooth transition to the State or State's Agent at the completion of this contract, the Contractor shall support a meeting with the DHMH Contract Monitor, at a time and place determined by the DHMH Contract Monitor. In addition to any Contractor technical support that may be required, the Contractor shall provide a summary of all open work orders at the time designated by the DHMH Contract Monitor, but in no way shall be later than the meeting. All invoicing shall be finalized and submitted by the Contractor within thirty days of the contract-end-date as provided by the DHMH Contract Monitor.

SECTION 4: CONTRACT TERM

- 4.1 The Contract resulting from this solicitation will be a Fixed Unit Price - Indefinite Quantity contract as described in COMAR 21.06.03.02 and 21.06.03.06. The contract term is **One Year** from approval, estimated **October 15, 2012 through October 14, 2013**.
- 4.2 The Department reserves the right to reduce or withhold contract payment in the event the Contractor does not provide the Department with all required deliverables, within the time frame specified in the contract, or in the event that the Contractor otherwise materially breaches the terms and conditions of the contract.
- 4.3 If funds are not appropriated, or otherwise made available to support continuation in any fiscal year, this contract shall be terminated automatically, as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or cost incurred after termination.
- 4.4 The performance of work under this contract may be terminated by the Department in whole or in part if the Contractor does not fulfill obligations under the contract, or violates any provision of the contract terms, the State Department of Health and Mental Hygiene, upon written notice to the Contractor, may suspend payments for contract non-compliance and terminate the contract.
- 4.5 The Department will pay all reasonable costs associated with this contract incurred by the Contractor up to the date of termination and all reasonable costs associated with termination of the contract. However, the contractor shall not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.

SECTION 5: BID SUBMISSION REQUIREMENTS

5.1 Transmittal Letter

A brief transmittal letter prepared on the Bidder's business stationary must accompany the bid. The letter must be signed by an individual or corporate officer who is authorized to commit the Offeror to the services and requirements as stated in the solicitation. This transmittal letter shall include:

- (1) The name, title, address, telephone number, and electronic mail address of the person authorized to bind the Offeror to the contract, who will receive all official notices concerning this solicitation; and
- (2) The Offeror's Federal Tax Identification Number or Social Security Number.
- (3) Acknowledgement of the receipt of any amendments/addenda to the solicitation.

Offerors shall submit in separate sealed envelopes three (3) copies each of the Technical and Financial Proposals as described following:

5.2 Technical Proposal

5.2.1 The Offeror shall provide a proposed Work Plan that addresses the information set forth in this section and is consistent with the requirements of Section 3.1. A final Work Plan will be provided by the Contractor at the Kick-off Meeting in accordance with Section 3.1.

5.2.2 The Offeror shall detail its call-in procedure to include: routine (Non-mission Critical) calls, Mission Critical calls (including emergency repair services after regular State work hours and on weekends and holidays), and call escalation.

5.2.3 The Offeror shall identify a Contract Monitor for the contract and describe this individual's technical and management experience relating to the provision of computer equipment repair services, and describe the technical qualifications of all current and ongoing technical staff in the use, maintenance, and repair of computer equipment. This description should include a description of training and technical certifications of the personnel. Training documentation relevant to the type of training and experience of all technical staff must be provided to the Department within ten days of contract award. The proposal shall include a certification that only individuals meeting the following criteria will be assigned to the contract:

- i. Technical staff shall have at a minimum two (2) years hands-on experience in the repair of computer equipment in a broad based environment consisting of personal computers (their components and peripherals such as: disk drives, cd rom, video cards, memory, monitors, keyboards, etc.), terminals, controllers, printers (impact and laser), laptops, and servers.

- ii. Technical staff must have a working knowledge of the operating systems listed above in Section 2.2. The Offeror shall furnish appropriate certifications supporting this knowledge along with individual resumes.

5.2.4 The Offeror shall identify relationships with suppliers, e.g., IBM, Dell, and their geographic locations.

5.2.5 The Offeror shall furnish the Department with a company organization chart identifying the Contract Monitor and other key personnel for this contract.

5.2.6 The Offeror shall document how and when subcontractors will be used.

5.2.7 The Offeror shall provide a Legal Action Summary, which shall include:

- i. A statement as to whether there are any outstanding legal actions or potential claims against the corporation and a brief description of any such action.
- ii. A brief description of any settled or closed legal actions or claims against the corporation over the past five (5) years.
- iii. A description of any judgments against the Offeror within the past five (5) years, including the case name, number court, and what the final ruling or determination was from the court.
- iv. In instances where litigation is ongoing and the corporation has been directed not to disclose information by the court, provide the name of the judge and location of the court.

5.2.8 References: The Offeror shall provide three current references who can attest to the Offeror's reliability in providing computer repair service within the previous two (2) years, including name of the organization, contact person with telephone number and email address, and a brief description of the service provided must be included with the bid submission.

NOTE: Do not include any detail of the financial proposal with this technical information.

5.3 Financial Proposal

Completed Financial Proposal signed by an authorized representative of the Offeror must be included with the bid submission.

The Offeror shall propose fully-loaded billing rates for labor categories that include all profit, direct and indirect costs. The indirect costs shall include all costs that would normally be considered General and Administrative costs and/or routine travel costs which in any way will be allocated by the Offeror if awarded the contract against direct labor hours as a means of calculating profit or recouping costs which cannot be directly attributable to a Work Order. Travel Costs must be included as part of the proposed fully-loaded billing rate for the approved labor categories and as such may not be charged by the Offeror if awarded the contract or accepted separately by the state.

SECTION 6: INVOICES/PAYMENTS

- 6.1** The Contractor shall invoice the Department monthly, no later than the 15th of the month for the preceding calendar month.
- 6.2** Invoices shall be addressed to: Department of Health and Mental Hygiene, Infrastructure and Network Division, 201 West Preston Street, Room SS-1, Baltimore, Maryland 21201, ATTN: Michael Karolkowski, Contract Monitor. All invoices shall (at a minimum) be signed, dated, and include the contractor's mailing address, the contractor's Social Security number or Federal Tax ID number, and the assigned contract control number (Purchase Order or Blanket Purchase Order).
- 6.3** The invoice shall show the services provided, hours billed, billing rate, cost of any materials, the time period covered by the invoice, and the amount of the requested payment.
- 6.4** All invoices shall be submitted with supporting documentation, including the Monthly Repair Report, copies of work orders that include the site of the work, original time sheets for hours worked by individual, original paid invoices for parts and other materials, and written evidence of accepted completion of the work by the appropriate on-site personnel. Invoices for amounts retained in accordance with Section 3.8 shall separately identify retainage being invoiced and provide written documentation of acceptance by the State Contract Monitor.
- 6.5** Payments will be made based upon a determination of continued satisfactory provision of services and in compliance with the contract requirements.
- 6.6** The Department reserves the right to reduce or withhold contract payment in the event the Contractor does not provide the Department with all required services, as specified in the contract, or in the event that the Contractor otherwise materially breaches the terms and conditions of the contract. Any such action on the part of the Department, or dispute of such action by the Contractor, shall be in accordance with the provisions of Md. Code Ann. St. Fin. & Proc. 15-215 through 15-223 and with COMAR 21.10.02.
- 6.7** Payment by Electronic funds transfer is available. If the Contractor desires payment via electronic funds transfer rather than via check, the selected Contractor shall register using the attached form COT/GAD X-10 Vendor Electronics Funds (EFT) Registration Request Form (**Attachment C**).

SECTION 7: GENERAL CONTRACT PROVISIONS

- 7.1** Termination for Non-appropriation. "If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination."

- 7.2 Maryland Law Prevails.** "The law of Maryland shall govern the interpretation and enforcement of this Contract."
- 7.3 Disputes.** "Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer."
- 7.4 Changes.** "This Contract may be amended only with the written consent of both parties. Amendments may not change significantly the scope of the Contract (including the Contract price)."
- 7.5 Termination for Default.** "If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the State 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 State. 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."
- 7.6 Nondiscrimination.** "The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law."
- 7.7 Anti-Bribery.** "The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, or partners; nor any employee of the Contractor who is directly involved in obtaining contracts with the State or with any county, city, or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States."
- 7.8 Termination for Convenience.** "The State may terminate this 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 State shall pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor 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)."

SECTION 8: GENERAL INFORMATION AND INSTRUCTIONS

8.1 Questions and Inquiries

Questions may be submitted in writing to the Issuing Office Procurement Officer. As practical and appropriate, the answers to these questions will be published as an addendum to the solicitation.

8.2 Duration of Offer

A proposal submitted in response to this solicitation is binding upon the Offeror and is considered irrevocable for a minimum of 90 days following the closing date for receipt of

initial proposals or the closing date for or receipt of a best and final offer, if any. This period may be extended by written mutual agreement between the Offeror and the State.

8.3 Rights of Procurement Officer

The Procurement Officer reserves the right to cancel this solicitation, in whole or in part, to reject any or all proposals, to waive minor irregularities in proposals, and/or to allow the Offeror to correct a minor irregularity if the best interest of the State will be served by so doing. Additionally, the Procurement Officer, at his/her discretion, may negotiate with all qualified (or potentially qualified) Offerors in an effort to serve the best interests of the State of Maryland.

8.4 Verification of Tax Payment/Registration

All corporations doing business in Maryland are required by law to be registered with the State of Maryland, Department of Assessments and Taxation, Comptroller's Office, as well as with the Department of Labor, Licensing and Regulation. Corporations which are not incorporated within the State of Maryland are required to have a resident agent. The resident agent must be either an individual (not the corporation itself) with an address within the boundaries of Maryland or a corporation that represents other corporations as a resident agent.

The successful Offeror shall be responsible for ensuring that all subcontractors meet these requirements and further that these requirements are met for the duration of the contract by the contractor and all subcontractors.

Any potential Offeror who has questions concerning this requirement is advised to contact the Department of Assessments and Taxation, at (410) 767-1330. It is strongly recommended that potential Offerors be completely registered prior to the due date for receipt of proposals. Failure to register may result in an Offeror's proposal being deemed unacceptable.

8.5 MBE Requirements

A Minority Business Enterprise (MBE) subcontract participation goal of 0% of the total dollar value of the contract has been established for this procurement.

SECTION 9: CONTRACT AWARD

The contract resulting from this solicitation shall be awarded to the responsible and responsive bidder whose bid meets the requirements noted in this solicitation document, and is the most advantageous offer to the State.

**THE STATE OF MARYLAND ENCOURAGES
MINORITY BUSINESS ENTERPRISES TO
PARTICIPATE IN THIS PROCUREMENT PROCESS**

FINANCIAL PROPOSAL SHEET
DEPARTMENT OF HEALTH AND MENTAL HYGIENE
COMPUTER EQUIPMENT REPAIR
Year 1: October 15, 2012 to October 14, 2013
DHMH-OIT # 13-016

<i>NORMAL WORKING HRS 8:00 A.M. TO 5:00 P.M.</i>	PRICE PER HOUR (INCLUDES LABOR & TRAVEL COSTS)	* ESTIMATED ANNUAL HOURS (70 TOTAL)	ESTIMATED ANNUAL PRICE
NON-MISSION CRITICAL			
PC Repair Technician		10	
Printer Repair Technician		15	
Network Technician		10	
MISSION CRITICAL			
PC Repair Technician		10	
Printer Repair Technician		15	
Network Technician		10	
SUB-TOTAL (Normal Working Hours)			

WEEKENDS, EVENINGS AND HOLIDAYS	PRICE PER HOUR (INCLUDES LABOR & TRAVEL COSTS)	* ESTIMATED ANNUAL HOURS (35 TOTAL)	ESTIMATED ANNUAL PRICE
MISSION CRITICAL			
PC Repair Technician		10	
Printer Repair Technician		15	
Network Technician		10	
SUB-TOTAL (Weekends, Evenings, Holidays)			
YEAR 1 TOTAL (ANNUAL PRICE)			

NOTE #1: The Department reserves the right to make Multiple Award as a result of this solicitation. The Contract that results from this solicitation shall be a Fixed Unit Price, Indefinite Quantity Contract in accordance with COMAR 21.06.03.02 and 21.06.03.06.

NOTE #2: All Proposed Prices entered above are to be fully-loaded prices that include all costs/expenses associated with the provision of services as required by this solicitation. The Proposed Prices shall include, but are not limited to: Labor, Profit/Overhead, Direct & Indirect Costs, Travel, General Operating and all other expenses except as expressly excluded in the solicitation specifications. No other amounts will be paid to the Contractor.

Offeror _____

Address _____

City, State, Zip _____

Name of Contractor's Agent _____

Title of Agent _____

Phone Number / Fax Number _____

Email Address _____

Offeror's Federal tax ID #: _____

**DO NOT ALTER THIS FINANCIAL PROPOSAL SUMMARY PAGE OR
ANY OF THE RELATED FINANCIAL PROPOSAL SHEETS**