

STATE HIGHWAY ADMINISTRATION
Invitation for Bids (IFB)
Contracts Less Than \$50,000

PROJECT: Preventive Maintenance and Repair for
Overhead and Passage Entrance Doors
MDOT SHA La Plata Facilities
Charles County Maryland

CONTRACT NO. LP24DOOR

ADVERTISEMENT DATE: Wednesday, February 7, 2024

QUESTIONS DUE: Friday, February 23, 2024

BID DUE DATE/ TIME: Friday, March 1, 2024 @ 11:00 A.M. EST

BID LOCATION: State Highway Administration
La Plata Maintenance Shop
5725 Washington Avenue
La Plata, Maryland 20646

I. SUMMARY STATEMENT

The Maryland Department of Transportation State Highway Administration (MDOT SHA) is requesting bids for a contractor to provide preventative maintenance service and repairs to the overhead doors and entrance doors at MDOT SHA facilities in Charles County Maryland. Pricing for this work shall be lump sum for the preventative maintenance work as described herein, and time and material pricing for repairs and emergency service.

II. ISSUING OFFICE and PROCUREMENT OFFICER

Maryland Department of Transportation
State Highway Administration
La Plata Maintenance Facility
5725 Washington Avenue
La Plata, Maryland 20646

The sole point of contact for purposes of this IFB is the Procurement Officer Ashley Farmer, or her designee, David Whitford. The Procurement Officer, or her designee, may be contacted at telephone number (301) 934-8031 between 9:00A.M. and 4:00 P.M. or by FAX (301)-934-5318.

NOTE: The Contractor is solely responsible for ensuring any information sent to the Procurement Officer by FAX has been received by the Procurement Officer.

III. BID DUE DATE

The Bid must be received by the Procurement Officer, or their designee, at the MDOT SHA La Plata Maintenance Facility located at 5725 Washington Avenue, La Plata, Maryland 20646 no later than 11:00 A.M. local time on Friday, March 1, 2024.

Contractors are responsible for assuring that their bids are delivered to the specified location before the deadline for receipt of bids, including those delivered by U.S. Postal Service.

Oral, fax, telegraphic, mailgram, electronic, or E-mail bids **will not** be accepted.

Bids, requests for withdraws, and modifications not received by the time and at the place indicated are late and may only be considered in accordance with COMAR 21.05.02.10.

IV. PRE-BID CONFERENCE & QUESTIONS

No pre-bid meeting will be held for this advertisement.

Individual walkthroughs to examine the facility will be between 8:00 A.M. and 3:00 P.M. on Thursday, February 15, 2024. The walkthrough must be scheduled and take place prior to 3:00 P.M. local time on Thursday, February 15, 2024.

All questions must be submitted to the Procurement Officer's designee no later than Friday, February 23, 2024, at 11 A.M. local time. Any information regarding the requirements or the interpretation of any provision of the Contract Documents shall be requested, in writing, and delivered no later than this date and time. Responses to questions or inquiries having any material effect on the bids shall be made by written addenda sent to all prospective bidders via eMaryland Market Place Advantage (eMMA). The Administration will not respond to telephone requests for information concerning this invitation for bids that would materially affect the bid.

Requests for information or questions shall be submitted in writing. They must be emailed to dwhitford@mdot.maryland.gov; if attached to the email please provide in Microsoft Word or PDF format. Each request for information or questions shall include the Contract number and the name, address and phone number of the originator.

V. DURATION OF BID OFFER

Prices submitted in response to this solicitation are irrevocable for ninety (90) days following the due date. The Procurement Officer may, however, request Contractors to extend the time during which the State may accept their bids. Once a bid is accepted, all prices, terms, and conditions shall remain unchanged throughout the contract period.

VI. PROCUREMENT METHOD

This solicitation shall be conducted in accordance with COMAR 21.05.07 - Small Procurement Regulations.

VII. TERMS and CONDITIONS

- A. Termination for Nonappropriation. 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.
- B. Maryland Law Prevails. The law of Maryland shall govern the interpretation and enforcement of this Contract.
- C. 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 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.
- D. 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).
- E. 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.
- F. Nondiscrimination. The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law.
- G. 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.
- H. 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).

VIII. SCOPE OF CONTRACTOR SERVICES

The intent of this invitation for bids is to secure a Contractor to perform full maintenance and repairs as necessary on all Overhead Doors, and repairs to overhead and other entrance doors on an as "needed basis." Pricing for this work shall be lump sum for the preventative maintenance work as described herein, and Time and Material pricing for repairs and emergency service.

A. BIDDER QUALIFICATIONS

1. All prospective Bidders must be primarily engaged in the overhead door repair business and shall have actively engaged in this field for a minimum of five (3) years. Service Technicians assigned by the contractor shall have a minimum of five (3) years of experience and must be fully qualified in all aspects of the maintenance to be performed, and repairs which may become necessary during the terms of this agreement. Proof of Contractor's qualifications may be requested at MDOT SHA's sole discretion.
2. The Bidder shall submit three (3) references with the bid, the name, address, telephone number and point-of-contact of at least three firms, for which the Bidder provided similar work of size and scope within the preceding 24 months. References may be checked prior to award. Any negative responses received may result in disqualification of the bid.
3. The successful Bidder shall be required to provide Proof of insurance in the amount of \$500,000 liability
4. The Bidder shall employ personnel who are capable of comprehending and answering screening questions required for building entry, including but not limited to, questions about recent exposure to pathogens. Any personnel unable to comprehend and accurately answer screening questions will not be granted access to the building and may be precluded from working under the contract.

B. LOCATIONS OF SERVICE

The work locations shall include, but not be limited to:

La Plata Maintenance Facility	Benedict Site
5725 Washington Avenue	16635 Prince Frederick Road
La Plata, Md 20646	Benedict, MD 20612

1. The La Plata Maintenance Facility has a total of thirty (30) overhead doors, approximately thirty (30) exterior entrance doors and three (3) roll up doors. The Satellite Facility at the Benedict location has two (2) overhead doors and one (1) exterior entrance door to be covered under this agreement. Door sizes run from 8' x 10' to 15' to 20'. All doors are sectional overhead doors on tracks, except three (3) roll up doors.
2. The information provided is not intended to be a substitute for site inspection and verification of scope, measurements, and difficulty of work to be performed. It is the bidder's responsibility to verify the scope, data, measurements, and difficulty of work to be performed prior to submission of bids. While not required to bid, all bidders are encouraged to make an on-site inspection of the location where the work will be

performed to become completely familiar with the existing conditions. A site inspection will allow the prospective bidder to familiarize oneself with all conditions that may affect the performance and cost of the contract. Failure to familiarize oneself with all conditions shall not constitute a basis for subsequent contract adjustment.

C. CONTRACT MANAGER

The MDOT SHA Contract Managers for this contract shall be Ashley Farmer. The Contract Manager can be contacted by phone at 301-934-8031. The Contract Manager may appoint other authorized representatives to act on their behalf.

D. SERVICE REQUIREMENTS

The Contract shall provide all labor, supervision, materials, specialized equipment, transportation, and insurance necessary to perform the required services under the terms of the Contract.

1. **Preventative Maintenance:** The Contractor shall provide inspection and preventative maintenance service of all overhead doors semi-annually. The Contractor shall coordinate and schedule all preventative maintenance work with the MDOT SHA Contract Manager or his representative. This service shall include, but not be limited to lubrication of all moving parts and bearings; adjust, lubricate, and tighten all hinges, roller wheels, and tracks as necessary. Inspect all door sections, springs, cables, hinges, rollers, drums, safety return edge, door seals, and shaft assembly for damage, excessive wear, or improper adjustment. Test motor operator, limit switches, and door edge safety returns for proper operation and adjust settings as required. Adjust spring tension on the counterbalance system as required. Test manual chain hoist operator. Adjust and lubricate drive and limit chain as required. Check and correct door out-of-level condition. Specific tasks required and performed shall be in accordance with the original equipment manufacturer's instruction, subject to final approval by MDOT SHA. A written report on the condition of the doors shall be provided at the completion of the inspection. All Contractor representatives performing inspections must sign the report. All repairs and adjustments made as a result of the scheduled preventive maintenance and inspections shall have a minimum six (6) month warranty.
2. **Repair Call:** Repairs of the overhead doors shall be done on a time and material basis utilizing the hourly rates and material markup included in the Contractor's submitted bid. Each service call and/or repair shall be fully documented on a work ticket as to the work performed. Such documentation shall consist of hours worked, materials used on job, number of repairmen, exact nature of service rendered and/or repairs, and other such pertinent information. This work ticket shall be signed by the MDOT SHA authorized representative before the Contractor's workmen leave the job site. Failure to obtain an authorized work ticket may result in non-payment.

E. WORK SCHEDULING AND PROCEDURES

1. Work Schedule

- a. Normal routine service shall be made available between the hours of 7:30 AM. - 4:00 PM, Monday through Friday, excluding State recognized holidays. The State recognized holidays are New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Juneteenth, National Independence Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Election Days, Thanksgiving Day, and Christmas Day.
- b. The Contractor may be required to do emergency repairs at times other than normal working hours. The Contractor shall be in a position to be available on a twenty-four (24) hour per day, three hundred sixty-five (365) days per year basis for such emergency work. The Contractor shall supply a monitored 24-hour a day phone number(s) to contact for service. All work requested outside normal routine working hours shall be considered EMERGENCY after hour service and shall be charged at overtime rates not to exceed one and half times the routine hourly rate as specified in the bid. MDOT SHA approval is needed before any overtime is paid.
- c. The MDOT SHA authorized representative shall notify the Contractor of the type of service call (routine or emergency) at the time of call in. The Contractor shall respond to routine service calls within twenty-four (24) hours after notification. The Contractor shall respond to emergency service calls within three (3) hours after notification. No work shall be permitted on Saturdays, Sundays, or Holidays without the permission of the MDOT SHA authorized representative.
- d. No minimum show-up time shall be paid under this contract. No additional charges shall be accepted for travel or mileage.
- e. MDOT SHA approval is needed before a helper or second service door technician is assigned for repair service calls.

2. Procedures

- a. All workmanship shall be performed in accordance with industry standards by qualified installers. There shall be no apprentices or trainees performing the repair work.
- b. Any door discovered to be inoperable and/or unsafe shall be conspicuously marked with a warning sign or tag suitable to notify the user of such condition prior to the workmen leaving the job site or job area for any reason. The MDOT SHA Contract Manager shall also be notified of such condition prior to the workmen leaving the job site or job area for any reason.
- c. The Contractor shall maintain complete and accurate records of all preventative maintenance services performed, repairs made (including trouble calls), and replacement parts used for the term of this contract. These routine records shall be made available at the completion of each job and/or on demand of the MDOT SHA.
- d. All parts/materials used by the contractor shall be billed to MDOT SHA at actual cost to the Contractor plus percentage of mark up. The percentage of markup shall not exceed ten (10) percent. MDOT SHA has the option to purchase directly

any individual part/material for the service/repair that exceeds \$300.00 in cost. A copy of the Contractor's source invoice(s) for all parts/materials used for repairs/services must accompany his invoice in order to be reimbursed. Payments shall not be made for any parts/material without the proper documentation attached to the Contractor's original invoice.

- e. In the event of the complete failure of a major component, the Contractor shall be requested to prepare an estimate to repair or replace the defective major component. This estimate is to be given to the Contract Manager and the Procurement Officer for approval. If the major component becomes defective due to negligence by the Contractor, that major component is to be replaced with a new major component by the Contractor at no cost to the MDOT SHA.
- f. The Contractor warrants that the repair service and parts furnished are of the highest quality, complying with specifications and free from defects in materials and workmanship for a term of one (1) year from date of acceptance by the MDOT SHA. The replacements and repairs under this guarantee shall be performed by the Contractor at no additional cost and to the satisfaction of the MDOT SHA.
- g. The Contractor shall maintain a stocked service truck with materials, tools, ladders, and equipment, to provide overhead door services as described in the "Scope of Contractor Services".
- h. The Contractor shall keep the premises free from accumulation of waste materials or rubbish caused by his operations at all times. The Contractor shall leave the work area clean and free of materials, debris, and Contractor equipment to the satisfaction of the authorized MDOT SHA authorized representative. Contractor shall be responsible for removal and disposal of all debris and defective materials removed in performance of the service and in strict accordance with all applicable regulations, codes, laws, and ordinances.
- 1. **No sub-contractors** shall be permitted to work under this contract without the consent of MDOT SHA Contract Manager.
- J. The Contractor shall be responsible for proper personal conduct of all their personnel while on MDOT SHA premises. The Contractor shall not employ any person or persons, in or about the premises, who shall use improper language or act in a loud and/or boisterous manner. MDOT SHA may require dismissal of those employees whom MDOT SHA deems incompetent, careless, or otherwise objectionable to the public interest.
- k. The Contractor will perform all necessary work as provided for in this contract so as not to interfere with the normal operations of the MDOT SHA facility. Contractor's employees are not to use or tamper with any office machines, equipment, computers, or MDOT SHA employee's personal property. Any use of MDOT SHA telephones is prohibited unless prior approval is granted by the MDOT SHA authorized representative.
- 1. All personnel performing under the contract must adhere to current MDOT SHA building safety protocols, including, but not limited to, participating in entry

questionnaires, and utilizing proper personal protective equipment (PPE). Failure or refusal to adhere may result in denial of initial access to, or removal from, the MDOT SHA facility. Repeated failures to adhere may result in personnel being precluded from working under the contract.

- m. Failure of the Contractor to fulfill any requirement included in the Scope of Contractor Services shall automatically constitute sufficient justification to allow the Administration to obtain comparable services on the open market. Any increased cost over the Contract price incurred by MDOT SHA will be charged to the Contractor. Continued documented failure to fulfill any requirement included in the Scope of Contractor Services may result in termination of the Contract.

F. PAYMENT

1. Subject to the performance of the work and its acceptance by the MDOT SHA, the Contractor shall submit invoices for services performed within thirty (30) days of completion of work. Invoices shall be paid no more than thirty (30) days from the date of receipt of the valid invoice.
2. Invoices must contain the complete company name, remit to address, telephone number, contact person, F.E.I.N. (Federal Employment Identification Number), MDOT SHA provided contract number, a unique invoice number, and invoice date. The invoice shall clearly describe details of services and include the location and address of services, and dates of services. Failure to do so may result in delay of payment. Invoices held for verification, missing information, or returned for corrective re-submittal shall not be subject to late fees.
3. MDOT SHA is exempt from Maryland Sales and Use Taxes by Exemption Certificate Number 3000256-3 and from Federal Excise Taxes by Exemption Number 52-73-0358K. Do not include tax.
4. Invoices shall be sent to the following address:
State Highway Administration
LaPlata Maintenance Facility
5725 Washington Avenue
La Plata, Maryland 20646
Attention: David Whitford

IX. BASIS OF AWARD

The unit prices quoted are required for establishing a unit cost for each service and providing a grand total for the purpose of evaluating bids. The award will be based upon the Total Bid Amount and be awarded to the lowest responsive and responsible bidder for the services required in the amount not to exceed \$50,000.00.

X. LIABILITY

The Contractor must be covered by at least \$500,000.00 of liability insurance. The Contractor shall provide this Administration with proof of liability insurance and coverage before the contract is awarded.

XI. BID CONTENT

The bidder shall submit an original Contract Bid Form for this Project. The bid shall be submitted on Attachment No. I. Attachment No. I is **not to be altered in any way** and is to contain only the price or prices stipulated on the form.

Bid submissions must be:

- Submitted in a sealed envelope.
- Addressed to:
State Highway Administration
La Plata Maintenance Facility
5725 Washington Avenue
La Plata, Maryland 20646
Attention: David Whitford
- Clearly marked with the full name and address of the bidder.
- Clearly marked with the contents of the envelope (i.e., "Bid Submission - Contract No. LP24DOOR)

XII. OPENING of BIDS

Bids will be opened publicly in accordance with the provisions in COMAR 21.05.02.11 on the date and time specified in Section III of this IFB.

XIII. DURATION OF THE CONTRACT/PROJECT

The duration/ term of the contract is twenty-four (24) months or until all funds have been exhausted.

XIV. ATTACHMENTS

Contract Bid Form --Attachment No. I

CONTRACT BID FORM- ATTACHMENT-I
Page One (1) of Three (3)

This form is to be completed in its entirety, is not to be altered in any way and is to contain only the price or prices stipulated on the form.

Bids shall be submitted as follows and shall include all costs associated with the performance of the work. This includes but not limited to salaries/wages, material, equipment, transportation, shipping, delivery, overhead, taxes, profit and any other related costs.

State Highway Administration IFB No.: LP24DOOR

Company Name: _____

Bid Due Date: 02/27/2024

Column A	ColumnB	ColumnC	ColumnD
Item / Description	Quantity (See Note a)	Contractor's Bid per Unit	Total Cost(\$) (Column B x C)
Inspection/Preventative Maintenance to 30 Overhead Doors Semi-Annual Cost	4 each	\$	\$
Door Service Technician/ Mechanic Routine Hourly Rate	__ Estimated Hours	\$	\$
Helper Routine Hourly Rate	__ Estimated Hours	\$	\$
Door Service Technician/ Mechanic Overtime Hourly Rate	__ Estimated Hours	\$	\$
Helper Overtime Hourly Rate	__ Estimated Hours	\$	\$
Parts, Materials, and/or Equipment: (NOTE: Bid is percent to be added on the <u>actual</u> cost of supplies purchased by the Contractor.) (For Example: Estimated Quantity is \$2,500.00 x bid percentage of 5% = unit price is \$125.00. \$125.00 Unit price+ \$2,500 = \$2,625.00 total line item cost.) Percentage amount shall not exceed 10%.	\$_____.00 estimated	_____ % x \$_____.00 estimated= \$_____	(\$_____.00 + unit price(% mark-up total amount)) = \$_____ -
TOTAL BID AMOUNT (Sum of Column D) (See Note b)			\$

NOTE:

- a) Quantities are estimated and used for bid evaluation only. They may not represent the actual quantities experienced once the contract is awarded.
- b) If the 'Total Bid Amount' results in a total that exceeds \$50,000.00, the contract written with the low bidder will be written as 'not to exceed \$50,000.00' using the unit prices established in Column C.
- c) MDOT SHA, is exempt from Maryland Sales and Use Taxes by Exemption Certificate Number 3000256-3 and from Federal Excise Taxes by Exemption Number 52-73-0358K. Do not include tax in bid prices.

ATTACHMENT-I
CONTRACT BID FORM
LP24DOOR
Page Two (2) of Three (3)

For the Contractor:

Company Name

Federal Tax ID No or Social Security No.

Address

City State Zip

Phone

Fax

Email

Representing the above Company

Signature

Print Name & Title

Date

My Signature above indicates that I fully understand this IFB and can perform the scope of work as defined for submitted bid price.

ATTACHMENT-I
CONTRACT BID FORM
LP24DOOR
Page Three (3) of Three (3)

REFERENCES: Give names and locations of three (3) places at which your organization has provided services similar to those in the Scope of Contractor Services in the preceding twenty-four (24) months, with the date worked first commenced. Provide contact names and phone numbers:

ORGANIZATION NAME & ADDRESS	START DATE	CONTACT	PHONE#
1.			
2.			
3.			