



**CONSULTING AND TECHNICAL SERVICES (CATS)
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

DATA CENTER

FIRE SUPPRESSION GAS SYSTEM (FM-200)

**PROCUREMENT AND SEALING OF DATA CENTER FOR
CONTAINMENT OF FIRE SUPPRESSION AGENTS**

CATS TORFP PROJECT T00P9200023

**MARYLAND DEPARTMENT OF BUSINESS AND ECONOMIC
DEVELOPMENT**

ISSUE DATE: 08/14/2008

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS web site regardless of whether a TO Proposal is submitted or not. The form is accessible via, your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments. **Note, as of July 1, 2008, the CATS Master Contract is administered by the Maryland Department of Information Technology (DoIT), under BPO Number 060B9800029.**

TORFP Title:	Data Center Fire Suppression Gas System (FM-200) Procurement and Sealing of Data Center for Containment of Fire Suppression Agents
Functional Area:	Functional Area 6 - Systems/Facilities Management and Maintenance
TORFP Issue Date:	08/14/2008
Closing Date and Time:	09/16/2008 at 2:00 PM
TORFP Issuing Agency:	Maryland Department of Business and Economic Development Division of Administration and Technology
Send Questions and Proposals to:	Ms. Debi Chronister e-mail: dchronister@choosemaryland.org
TO Procurement Officer:	Ms. Debi Chronister Office Phone Number: 410-767-2211 Office FAX Number: 410-767-2216
TO Manager:	Regina Tillery, CIO Office Phone Number: 410-767-3391 Office FAX Number: 410-767-6860
TO Project Number:	T00P9200023
TO Type:	Fixed Price
Period of Performance:	90 DAYS FROM NTP
MBE Goal:	30 percent
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	WTCB – DBED Data Center 401 E. Pratt Street, 5 th Floor Baltimore, MD 21202
TO Pre-proposal Conference:	Redwood Towers, 22 nd Floor Conference Room 09/04/2008 at 2:00 p.m. See Attachment 6 for directions.

Section 1- ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.8 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by Maryland Department of Business and Economic Development's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #T00P9200023. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #T00P9200023 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #T00P9200023 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest and Disclosure Affidavit

1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors and proposed staff will be required to make an oral presentation to State representatives. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding, if the Contract is awarded. The Procurement Officer will notify Master Contractor of the time and place of oral presentations.

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of

COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at DBED 217 E. Redwood Street, 15th Floor Baltimore, MD 21202. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

1.8 LIMITATION OF LIABILITY CEILING

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE AND BACKGROUND

2.1.1 PURPOSE

The Maryland Department of Business and Economic Development (DBED) is issuing this CATS TORFP to obtain the services of a qualified TO Contractor for DBEDs planned relocation of the Department's Data Center in January 2009 from Redwood Towers (RWT), 217 E. Redwood Street, Baltimore, Maryland 21202 to the World Trade Center Baltimore (WTCB) at 401 E. Pratt Street, Baltimore, Maryland 21202. DBED requires the TO Contractor to purchase, configure, design, install and provide the first year maintenance for a Total Flooding Clean Agent FM-200 Fire Suppression System to be located in the new Data Center on the 5th Floor of the WTCB. The TO Contractor is to provide all labor, tools, equipment, hardware and consumables to furnish and to install a fully integrated and functional FM-200 Fire Suppression System.

The Department expects a "turnkey" solution for this project. The awarded TO Contractor shall design, furnish, engineer, fabricate, install, test and maintain a complete and operational Total Flooding FM-200 Fire Extinguishing System, including charged FM-200 storage cylinders, piping, valves nozzles, wiring, components, appurtenances, and accessories. All materials and equipment shall be new and unused .

Additionally DBED requires the TO Contractor to complete successful Sealing of Data Center for Containment of Fire Suppression Agents in accordance with NFPA 2001, 2004 Edition Annex C: Code reference:

- C.2.8.2 Leakage Alteration
- C.2.8.2.2 Materials

Note: The new (procured) Fire Suppression Gas System (FM-200) will be configured and installed in the new Data Center on the 5th Floor of the WTCB.

Additionally all deliveries and installation must be coordinated through Maryland Port Administration (MPA)/World Trade Center Baltimore (WTCB) Manager and DBEDWTC project manager and may not conflict with the DBED Renovation Contract/Contractors.

2.1.2 REQUESTING AGENCY BACKGROUND

The Maryland Department of Business & Economic Developments (DBED) purpose and function are to stimulate private investment in the state, create and retain jobs, attract new business to Maryland, encourage the retention and expansion of existing companies, and provide enterprises in Maryland with workforce training and financial assistance through its various programs. The Department heralds the advantages of doing business in Maryland and promotes local products and services both at home and abroad to spur economic development, international trade, and tourism. The Department also supports the art, television and film production, and sporting and other special events as part of its mission to market the state as an ideal location in which to live, work and play. The Department's primary business development units are: the Office of the Secretary (OS); the Division of Regional Development (DRD); the Division of Finance Programs (DFP); the Division of Business Development (DBD); the Division of Small Business (DSB); the Division Tourism, Film and the Arts (DTFA); The Division of Economic Policy, Research and Legislative Affairs; the Office of Military and Federal Affairs; and the Division of Administration and Technology (DAT).

2.1.3 PROJECT BACKGROUND

2.2 SPECIFICATIONS

(JULY 26, 2007) – THE MARYLAND DEPARTMENT OF BUSINESS AND ECONOMIC DEVELOPMENT (DBED) ANNOUNCED ITS PLANS TO MOVE ITS HEADQUARTERS TO THE WORLD TRADE CENTER BALTIMORE, EFFECTIVE JANUARY 2009. THE MOVE PLACES THE STATE’S PREMIER ECONOMIC DEVELOPMENT AGENCY IN ONE OF MARYLAND’S MOST HIGH PROFILE PROPERTIES. THE DIVISION OF ADMINISTRATION AND TECHNOLOGY CURRENTLY HOUSES ONE DATA CENTER AT OUR CURRENT LOCATION AT REDWOOD TOWERS. THE ADDITION OF REQUIRED ELECTRONIC STORAGE ARRAYS, SAN SERVER CAPACITY AND THE PENDING NEW DATA CENTER BUILD-OUT HAS RESULTED IN THE NEED FOR A CLEAN AGENT FIRE EXTINGUISHING SYSTEM (FM-200) AT OUR WTCB 5TH FLOOR LOCATION. THE DATA CENTER SPACE IS APPROXIMATELY 532 SQUARE FEET. TECHNICAL REQUIREMENTS

The following specifications describe requirements for the procurement, installation and configuration of our new Clean Agent Fire Extinguishing System (FM-200) and specification requirement for the successful Sealing of new Data Center for Containment of Fire Suppression Agents. The proposed system shall be designed and installed to maintain the integrity of the new Data Center containing electronic equipment. (See Exhibts B-G WTCB Specifications)

The TO Contractor shall configure, design, and install the Clean Agent Fire Extinguishing System (FM-200) in addition to the successful sealing of new Data Center for Containment of Fire Suppression Agents:

The Data Center has a custom suspended ceiling with return air plenum between the ceiling and deck above. The partition walls are from floor to deck above. Free flow return air shall be maintained above the ceiling through one square foot openings at six foot intervals in the wall above ceiling. Supply air is ducted through linear slot diffusers and controlled by VAV boxes in the duct system. Pipes or wires shall not penetrate floors, walls or ceiling grid. Since sealing the room is a requirement of a clean agent fire suppression system, the design must incorporate a method of accomplishing this requirement without compromising the building HVAC system except during the limited time frame that the system is activated with full recovery to normal operation after the event.

The TO Contractor is permitted to penetrate tenant walls, ceiling tiles, and run piping above the ceiling as needed within the tenant space. Sealing these penetrations is at DBED's discretion. The TO Contractor is not permitted to penetrate the metal ceiling grid, floor, or structural walls.

The independent fire suppression system can be installed any time after the formal completion date (anticipated to be December 8, 2008) of the renovation contract. DBED will provide proper notification and coordination with MPA Property Management.

2.2.1 PROJECT APPROACH

The TO Contractor must disable the existing sprinkler system.

Clean Agent Fire Extinguishing System: The TO Contractor shall furnish and install a Total Flooding FM-200 Clean Agent Fire Extinguishing System for the ITM Data Center, complete with all related items. The System shall be designed and fabricated by the TO Contractor The System shall be in accordance with the latest standards of the National Fire Protection Association

and must be acceptable to the State of Maryland's Fire Marshall's Office. DBED will receive approval of the system from the State of Maryland's Fire Marshall's Office prior to award.

Work shall include, but not be limited to, the following:

1. Install a Total Flooding FM-200 Clean Agent container with the required quantity of Heptafluoropropane (HFC-227ea) fire extinguishing agent, to be determined by the TO Contractor;
2. Complete piping and nozzle assembly;
3. Install a single hazard panel with an abort and manual release;
4. Install all the necessary Code-approved alarm bell(s), alarm strobe(s), alarm horn/strobe(s) and sensors;
5. Conduct a pressure and leakage test to verify closure requirements and the integrity of the design; and

6. Obtain and pay for all the necessary permits, fees and charges required for this project.

2.2.1.1 DESIGN

Piping-in the finished space shall be concealed above the ceiling except for the extension to the wall nozzle which may be exposed adjacent to the wall. The entire data center must have FM-200 coverage. The System components shall be located to maintain no less than the minimum clearances from energized electrical parts per NFPA 70 (NEC).

The Total Flooding FM-200 Clean Agent container shall be sized for the volume of the space and required concentration.

Working plans and calculations shall be submitted for approval to the authority having jurisdiction. Plans shall include, but not be limited to, showing the location and construction of the protected enclosure walls, enclosure cross section, design extinguishing concentration, schedule of equipment, piping and hangers, isometric view of the distribution system, location of storage container, sensors, nozzles, control panel, alarms, signs, etc. Calculations shall include enclosure volume, quantity of clean agent, flow calculations, etc. as required by the approving authority as referenced in Section 2.2.1.

Prior to ordering the Total Flooding FM-200 Clean Agent Fire Extinguishing System, shop drawings shall be submitted to the Department's ITM and Facilities Directors for review and approval.

2.2.1.2 MANUFACTURER'S DATA

The awarded TO Contractor shall provide to the TO Manager data from the manufacturer on the main system components including dimensions, wiring diagram, installation, testing procedures, maintenance, etc. as applicable. If any device provided, furnished, or installed by this TO Contractor involves work by another Contractor, then additional data copies shall be submitted directly to the TO Manager by the TO Contractor.

2.2.1.3 MATERIALS

All materials provided under this agreement shall comply with the requirements of the Standard on Clean Agent Fire Extinguishing Systems (NFPA 2001, 2004 Edition).

The storage container shall be constructed from carbon steel alloys, be manufactured in accordance with State Regulations, and have passed testing by Factory Mutual (F.M.) and Underwriters Laboratories (U.L.), Inc. In addition, the storage container shall have a pressure gauge, a liquid level indicator, a low-pressure supervisory switch and a baked enamel finish.

The discharge nozzles shall be designed to complete the discharge of the Clean Agent in ten (10) seconds or less, and shall have been tested for their ability to discharge under extreme conditions. Nozzles shall be F.M. approved and U.L. listed. The nozzle orifice size shall be determined by a U.L. listed and F.M. approved flow calculation program.

The control panel shall be microprocessor-based with hardware and software integration designed to guarantee reliability. The single hazard panel shall be U.L. listed and F.M. approved (the vendor may propose an alternate to the use of a single hazard panel.) The control panel shall be complete with all required components and functions for the specific application including, but not limited to:

Detection circuits that can be configured for sequential detection, cross zone or single detector release;

Status LEDs for instant feedback;

A diagnostic LED display for troubleshooting, providing current status and retaining stored events;

A reset and silence switch;

Initiating circuits to monitor contact devices (abort, manual release or supervising switches);

Three (3) Class B notification appliance circuits to provide distinct signaling for alarm, pre-discharge release or supervisory conditions;

Dedicated alarm and trouble SPDT contacts for annunciation and control;

Programmable pre-discharge and discharge timers; and

Integral power supply and resettable and continuous auxiliary output power.

Sensors and Alarms: Provide U.L. listed devices sensing and alarms that include alarm strobe, alarm bell and alarm horn/strobe combinations.

Instructional Signs shall be provided that includes “System Abort”, “System Release” and “Caution: Do Not Enter” signs.

2.2.1.4 INSTALLATION

Installation, service and maintenance shall be performed by TO Contractor personnel skilled in FM-200 Clean Agent Fire Extinguishing system technology (bidders shall supply any certifications detailing such.)

Chrome-plated split wall plates or escutcheons shall be installed to fit snugly around piping that passes through finished work. Where finish is not a problem, suitable plates and material shall be provided at each hole to assure effectiveness of construction as a fire stop and contain the clean agent vapor.

All piping shall be cleaned and free of foreign material.

The Total Flooding FM-200 Clean Agent container shall be securely mounted on a factory wall support or suspended from a secure structure as indicated and secured.

2.2.1.5 TEST

After the completion of the installation, the TO Contractor shall test the entire system. The installation and tests shall be approved by the State of Maryland’s Fire Marshall’s Office. The test report and/or certification shall be submitted to the TO Manager and Facilities Directors for their approval.

2.2.1.6 INSTRUCTIONS

After the completion of the installation, tests, etc., the TO Contractor shall provide those employees responsible for the system up to 8 hours of training in the operation of the system. Special care shall be taken to make sure the Department:

1. Understands how and when to utilize the manual release and abort functions;
2. Understands how to read the container pressure gauge and liquid level indicator and their normal readings;
3. Understands how to test the alarm components;
4. Understands how to read the status LED’s; and
5. Understands how to utilize the diagnostic LED for troubleshooting, reading the current status and accessing the stored events information.

2.2.1.7 DOCUMENTATION

An as-built Instruction and Maintenance Manual shall be provided prior to final acceptance of the system to the Department and maintained on site.

2.2.2 DELIVERABLES

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2007, Microsoft Project 2007 and/or Visio 2007.

Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 8). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.6 Invoicing).

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

2.2.2.1 Project Management Plan

- to include documenting project scope, tasks, schedule, allocated resources, and interrelationships with other projects. It also needs to provide details on the involved functional units, required job tasks, cost and schedule performance measurement, and milestone and review schedule.

2.2.2.1.1 Project Management Plan Acceptance Form

2.2.2.2 Risk Management Plan

- present a clear, concise statement of the purpose of the Risk Management (RM) plan. Include the name and code name of the project, the name(s) of the associated system(s), and the identity of the organization that is responsible for writing and maintaining the RM plan.

2.2.2.2.1 Risk Management Acceptance Form

2.2.2.3 Design

2.2.2.3.1 System Design Document - Describes the system requirements, operating environment, system and subsystem architecture, detailed design, processing logic, and external interfaces. Also to include Draft design (line diagrams) documents showing schematic arrangement of piping, electrical conduit and location of equipment. Draft work plan including timelines and milestones; as well as conclusions to inspection of spaces both indoors and outside to confirm equipment location suitability. This will include both a physical inspection of the spaces and an inspection of the electrical infrastructure to verify adequacy of service. **Note:** Advance notification may be needed for access to the WTCB 5th Floor Data Center.

2.2.2.3.2 System Design Acceptance Form

2.2.2.3.3 Implementation Plan -Describes how the system will be deployed and installed. The plan contains an overview of the system, a brief description of the major tasks involved in the implementation, the overall resources needed to support the implementation effort, and any site-specific implementation requirements.

2.2.2.3.4 Implementation Plan Acceptance Form

2.2.2.3.5 Test Plan - The TO Contractor shall submit a test plan that describes how the system equipment and room integrity shall be tested. This shall include a step-by-step description of all tests and shall indicate type and location of test apparatus to be used. At a minimum, the tests to be conducted shall be per NFPA 2001 and any additional supplemental tests required by the AHJ. Tests shall not be scheduled or conducted until the engineer of record approves the test plan. The engineer of record shall be a Professional Engineer Licensed in the State of Maryland with expertise in mechanical and fire protection engineering.

2.2.2.3.6 Test Plan Acceptance Form

2.2.2.3.7 Training Plan - Outlines the objectives, needs, strategy, and curriculum to be addressed when training users on the Fire Suppression system. The plan presents the activities needed to support the development of training materials, coordination of training schedules, reservation of personnel and facilities, planning for training needs, and other training-related tasks. Training activities are developed to teach user personnel the use of the system as specified in the training criteria.

2.2.2.3.8 Training Plan Acceptance Form

2.2.2.4 Manufacturer's Data (2.2.1.2)

2.2.2.4.1 Engineered Design Drawings -Provide all required documents per NFPA 2001.

2.2.2.4.2 Engineered Design Drawings Acceptance Form

2.2.2.4.3 Flow Calculation Reports – to include:

- Customer information and project data.
- Enclosure information: At a minimum, enclosure information is to include minimum and adjusted design concentrations, minimum and maximum enclosure temperatures, minimum agent required and volume of enclosures, including non-permeable volume if applicable.
- Agent information: At a minimum, agent information is to include cylinder size and part number, quantity of cylinders, main and/or reserve cylinders, pipe take off direction and the floor loading for agent cylinder.
- Pipe network information: At a minimum, pipe network information is to include pipe type, pipe diameter, pipe length, change in direction or elevation, pipe equivalent length and any added accessory equivalent length. In addition, the following nozzle information shall be provided; number of nozzles and identification of enclosure location, flow rate of associated nozzle, nozzle nominal size, nozzle type, and nozzle orifice area.
- Pipes and pipe fittings: A detailed list of pipes and pipe fittings used in the design of the pipe network

2.2.2.4.4 Flow Calculation Reports Acceptance Form

2.2.2.5 Materials (2.2.1.3)

2.2.2.5.1 Commissioning Equipment List - Provide a commissioning equipment list for each installed FM-200 suppression system. The equipment list shall identify all installed equipment and configurations.

2.2.2.5.2 Commissioning Equipment List Acceptance Form

2.2.2.5.3 Instructional Signs - Shall be provided that includes “System Abort”, “System Release” and “Caution: Do Not Enter” signs.

2.2.2.5.4 Instructional Signs Acceptance Form

2.2.2.6 Installation (2.2.1.4)

2.2.2.6.1 Implement Implementation Plan

2.2.2.6.2 Successful Implementation Acceptance Form

2.2.2.7 Test (2.2.1.5)

2.2.2.7.1 Implement Test Plan

2.2.2.7.2 Successful Test Acceptance Form

2.2.2.8 Instructions (2.2.1.6)

2.2.2.8.1 Implement Training Plan

2.2.2.8.2 Training Complete Acceptance Form

2.2.2.9 Documentation (2.2.1.7)

2.2.2.9.1 Installation Drawings - Four (4) sets of installation drawings for each installed engineered suppression system and one (1) set of the calculation report, owner's manual and product data sheets shall be submitted to the end-user/owner.

Upon completion of installation and commissioning acceptance, two (2) sets of "As-Built" installation drawings and One (1) set of the calculation report for each installed engineered suppression system shall be given to the owner/end-user for use and reference. Two (2) copies of the Fire Suppression System Design, Installation, Operation and Maintenance Manual shall be submitted

2.2.2.9.2 Received Documentation Acceptance Form

2.2.3. DELIVERABLE/ DELIVERY SCHEDULE

Deliverables for 2.2.2 references the Section of the TORFP, the description of the deliverable and Expected Completion by identifying the number of calendars days estimated for the TO Contractor to complete the deliverable after receiving the Notice to Proceed (NTP).

The deliverables outlined below correspond to the tasks outlined above.

ID	Deliverables for 2.2.6	Expected Completion:
2.2.2.1	Project Management Plan	NTP + 5 Calendar Days
2.2.2.1.1	Project Management Plan Acceptance Form	NTP + 7 Calendar Days
2.2.2.2	Risk Management Plan	NTP + 5Calendar Days
2.2.2.2.1	Risk Management Plane Acceptance Form	NTP + 7 Calendar Days
2.2.2.3.1	System Design Document	NTP + 14 Calendar Days
2.2.2.3.2	System Design Acceptance Form	NTP +16 Calendar Days
2.2.2.3.3	Implementation Plan	NTP + 21 Calendar Days
2.2.2.3.4	Implementation Plan Acceptance Form	NTP +23 Calendar Days
2.2.2.3.5	Test Plan	NTP + 21 Calendar Days
2.2.2.3.6	Test Plan Acceptance Form	NTP + 23 Calendar Days
2.2.2.3.7	Training Plan	NTP + 21Calendar Days
2.2.2.3.8	Training Plan Acceptance Form	NTP + 23 Calendar Days
2.2.2.4.1	Engineered Design Drawings	NTP + 21 Calendar Days
2.2.2.4.2	Engineered Design Drawings Acceptance Form	NTP + 23 Calendar Days
2.2.2.4.3	Flow Calculations Reports	NTP + 21 Calendar Days
2.2.2.4.4	Flow Calculations Reports Acceptance Form	NTP + 23 Calendar Days
2.2.2.5.1	Commissioning Equipment List	NTP + 21 Calendar Days
2.2.2.5.2	Commissioning Equipment Acceptance Form	NTP + 23 Calendar Days
2.2.2.7.1	Testing Report	NTP + 80 Calendar Days
2.2.2.7.2	Test Acceptance Form	NTP + 82 Calendar Days
2.2.2.2.2	Implementation Acceptance Form	NTP + 85 Calendar Days
2.2.2.9.2	Received Documentation Acceptance Form	NTP + 85 Calendar Days
2.2.2.5.3	Instructional Signs	NTP + 86 Calendar Days
2.2.2.5.4	Instructional Signs Acceptance Form	NTP + 87 Calendar Days
2.2.2.8.2	Training Complete Acceptance Form	NTP + 88 Calendar Days
	Project Complete Acceptance Form	NTP + 90 Calendar Days

2.2.4 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>. Select “Contractor” and “IT Policies, Standards and Guidelines”. These may include, but are not limited to:

- The State’s System Development Life Cycle (SDLC) methodology

- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and sub Contractors are to follow a consistent methodology for all TO activities.

CODES AND COMPLIANCE

- The design, installation, testing and maintenance of the Clean Agent Fire Suppression System, employing FM-200, shall be in accordance with the following codes, standards and regulatory bodies:
 - NFPA 2001: *Standard for Clean Agent Fire Extinguishing Systems, 2004 Edition*
 - UL 2166: *Standard for Halocarbon Clean Agent Extinguishing System Units*
 - Factory Mutual Approval Guide
 - ANSI B1.20.1: *Standard for Pipe Threads, General Purpose, 1992*
 - Design and installation practices set forth by system manufacturer
 - NFPA 70: *National Electrical Code (NEC)*
 - NFPA 72: *National Fire Alarm Code, 2002 Edition.*
 - NFPA 75: *Standard for the Protection of Electronic Computer/Data Process Equipment*
 - NFPA 76: *Fire Protection for Telecommunications Systems*
 - Requirements of the local Authorities Having Jurisdiction (AHJ)
 - COMAR 09.12.01 Boiler and Pressure Vessel Safety Regulations
- The engineered fire suppression system shall have the following listings and approvals:
 - UL: Underwriters Laboratories (Per Test Standard UL-2166)
 - FM Approved: Factory Mutual Research Center
 - ULC Listed: Underwriters Laboratories of Canada
- The manufacturer shall meet ISO 9001 requirements for the design, production and distribution of the engineered fire suppression system.
- All components of the total flooding suppression system shall be the products of the same manufacturer or listed by that manufacturer as compatible with those devices, components and equipment.

2.3 CONTRACTOR EXPERTISE REQUIRED

The TO Contractor must document a professional level of expertise in plumbing and electrical system installation, and must be a certified reseller/installer of Fire Suppression Gas System (FM-200).

The TO Contractor/ sub contractor shall be trained by the manufacturer to calculate/design, install, test and maintain the fire suppression system and shall be able to produce a certificate stating such on request.

The installing contractor shall employ a person who can show proficiency at least equal to a NICET level IV certification in special hazards design.

2.4 CONTRACTOR MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The Master Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services:

- Certified Fire Suppression Gas System (FM-200) Reseller/Installer
- Licensed Master Electrician
- Licensed Master Plumber/Gas Fitter
- Manufacturer must have:
 1. The manufacturer/supplier of the system hardware and components shall have a minimum of five (5) years experience in the design and manufacture of systems of similar type.
 2. The manufacturer/supplier of the systems shall be certified to ISO 9001 for a minimum period of five (5) years for the design, production and distribution of fire detection, fire alarm and fire suppression systems.
 3. The name of the manufacturer and manufacturer part numbers shall appear on all major components.
 4. All devices, components and equipment shall be the products of the same manufacturer/supplier.
 5. All devices, components and equipment shall be listed by the standardizing agencies (Underwriters Laboratory and/or Factory Mutual).
- TO Contractor must have:
 1. The system shall be supplied and installed by a factory-authorized, Fire Suppression Systems Distributor. The Distributor/Installer shall be trained by the manufacturer to calculate/design, install, test and maintain the fire suppression system and shall be able to produce a certificate stating such on request.
 2. The installing contractor shall employ a person who can show proficiency at least equal to a NICET level IV certification in special hazards design.
 3. The factory-authorized Fire Suppression Systems distributor shall confirm in writing that he stocks a full complement of spare parts and offers 24-hour emergency service for all equipment being furnished.

2.5 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.2.2.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15th day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

2.5.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Maryland Department of Business & Economic Development as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form –

Attachment 9, for each deliverable being invoiced) submitted for payment to the Maryland Department of Business & Economic Development at the following address: 217 E. Redwood Street, Baltimore, Maryland 21202.

- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.5.2 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS Master Contract by the 15th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to DBED at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to DBED. DBED will monitor both the TO Contractor’s efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

2.6 REPORTING

2.6.1 PROGRESS REPORTS

The TO Contractor and the TO Requesting Agency shall conduct bi-weekly progress meetings. A weekly project progress report shall be submitted by COB each Friday and at least three (3) days in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- TO Requesting Agency name, TO Agreement number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the reporting period.
- Deliverable progress, as a percentage of completion.
- Problem areas, including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.
- Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

2.7 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate an acceptable price modification based on the TO Contractor’s proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer and approved by DoIT.

2.8 WARRANTY

The manufacturer shall warrant all Fire Suppression Systems, employing FM-200, for thirty-six (36) months from date of shipment or two (2) full years from the date of installation.

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one or two possible responses: 1) a proposal and/or 2) a completed Master Contractor Feedback form submitted electronically via the CATS web site explaining why the Master Contractor will not be submitting a proposal. The form is accessible via, your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. A TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE

A) Proposed Services – Work Plan

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 5) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
- 6) Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting (see Section 2.7.1).
- 7) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 8) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. The resume should highlight the proposed personnel's applicable responsibilities and accomplishments as they relate to the requirements of this TORFP.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.4.
- 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

- 4) Complete and provide, at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.

C) MBE Participation

- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.

D) Subcontractors

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

E) Master Contractor and Subcontractor Experience and Capabilities

- 2) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference, to be provided at the interview, complete with the following:
 - a) Name of organization.
 - b) Name, title, and telephone number of point-of-contact for the reference.
 - c) Type and duration of contract supporting the reference.
 - d) The services provided scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - e) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
- 3) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a) The State contracting entity.
 - b) A brief description of the services/goods provided.
 - c) The dollar value of the contract.
 - d) The term of the contract.
 - e) Whether the contract was terminated prior to the specified original contract termination date.
 - f) Whether any available renewal option was not exercised.
 - g) The State employee contact person (name, title, telephone number and e-mail address.

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

F) Proposed Facility

- 1) Identify Master Contractor's facilities, including address, from which any work will be performed.

G) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

H) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third

party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based;
- B) Attachment 1 - Completed Financial Proposal, including:

This Task will be completed for a firm fixed price. Payment to the Contractor shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. DBED will accept an invoice from the contractor following successful completion of the project.

SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance.

Master Contractor and proposed personnel experience and qualifications to perform the service outlined in the TORFP.

The quality and completeness of the Proposed Services – Work Plan (See section 3.2.1)

4.3 SELECTION PROCEDURES

- A) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, price will have greater weight.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

ATTACHMENT 1 – PRICE PROPOSAL FORM

PRICE PROPOSAL FOR CATS TORFP # T00P9200023

Identification	Deliverable	Proposed Price
	Project Management Plan	
	Risk Management Plan	
	System Design Document	
	Implementation Plan	
	Test Plan	
	Training Plan	
	Engineered Design Drawings	
	Flow Calculations Reports	
	Commissioning Equipment List	
	Testing Report	
	Implementation Acceptance Form	
	Instructional Signs	
Total Proposed Fixed Price		

Authorized Individual Name

Company Name

Title

Company Tax ID #

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING
REQUIREMENTS

CATS TORFP # T00P9200023

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
- 4 .It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This document shall be included with the submittal of the Offeror's TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror's TO Proposal is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to TORFP No. T00P9200023, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 30% percent and, if specified in the TORFP, sub-goals of 7% percent for MBEs classified as African American-owned and 10% percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of _____percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

If I am the apparent TO Agreement awardee, I acknowledge that if I fail to return each completed document within the required time, the TO Procurement Officer may determine that I am not responsible and therefore not eligible for TO Agreement award. If the TO Agreement has already been awarded, the award is voidable.

5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

This document shall be included with the submittal of the TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number T00P9200023	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:	_____ %
TOTAL WOMAN-OWNED MBE PARTICIPATION:	_____ %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	_____ %

Document Prepared By: (please print or type)

Name: _____ Title: _____

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # T00P9200023, I state the following:

1. Offeror identified opportunities to subcontract in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

3. Offeror made the following attempts to contact personally the solicited MBEs:

4. Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
(DESCRIBE EFFORTS)

- This project does not involve bonding requirements.

5. Offeror did/did not attend the pre-proposal conference
 No pre-proposal conference was held.

Offeror Name

By: _____
Name

Address

Title

Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)

conjunction with TORFP No. T00P9200023, it and _____,
(Subcontractor Name)

MDOT Certification No. _____, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

Submit within 10 working days of receiving notice of the potential award

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____	CATS TORFP #T00P9200023
Reporting Period (Month/Year): _____	Contracting Unit _____
Report is due by the 15th of the following month.	Contract Amount _____
	MBE Sub Contract Amt _____
	Contract Begin Date _____
	Contract End Date _____
	Services Provided _____

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above:			
1.			
Total Dollars Unpaid: \$ _____			

**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy of this form to the following address:

Everett Ross DBED 217 E. Redwood Street, 11th Floor Baltimore, MD 21202 eross@choosemaryland.org	Debi Chronister, Procurement Mgr. DBED 217 E. Redwood Street, 15 Floor Baltimore, MD 21202 dchronister@choosemaryland.org
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Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): __/_____ Report Due By the 15th of the following Month.	CATS TORFP #T00P9200023 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
List all payments received from Prime TO Contractor during reporting period indicated above. 1. _____ 2. _____ Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. _____ 2. _____ 3. _____ Total Dollars Unpaid: \$ _____	
Prime TO Contractor: _____ Contact Person: _____		

Return one copy of this form to the following address:

Everett Ross DBED 217 E. Redwood Street, 11 th Floor Baltimore, MD 21202 eross@choosemaryland.org	Debi Chronister, Procurement Mgr. DBED 217 E. Redwood Street, 15 Floor Baltimore, MD 21202 dchronister@choosemaryland.org
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Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS TORFP# T00P9200023 OF MASTER CONTRACT #060B9800029

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Department of Business & Economic Development.

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the Department of Business & Economic Development, as identified in the CATS TORFP # T00P9200023.
 - b. “CATS TORFP” means the Task Order Request for Proposals # T00P9200023, dated 09/16/08, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated December 19, 2005.
 - d. “TO Procurement Officer” means Debi Chronister. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between the Department of Business & Economic Development and TO Contractor.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means Regina Tillery of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of 130 days, commencing on the date of Notice to Proceed and terminating on January 9, 2008.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$total amount of task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is Federal ID number. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, DEPARTMENT OF BUSINESS & ECONOMIC DEVELOPMENT

By: Clarence T. Bishop
Deputy Secretary

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____

(Authorized Representative and Affiant)

Submit as a .pdf file with to response

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.

Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 6 – DIRECTIONS

TO THE PRE-TO PROPOSAL CONFERENCE

DIRECTIONS TO REDWOOD TOWER 217 EAST REDWOOD STREET BALTIMORE MD 21202

FROM WASHINGTON, DC: Take I-95 North to Baltimore. Take the I-395/Inner Harbor exit till it ends at Conway & Howard Streets. Turn right onto Conway Street. At Light Street, turn left and cross Pratt Street. You are now on Calvert Street. Make an immediate right turn to park in the garage. (This is the Legg Mason Tower/Stouffers Hotel/The Gallery.) Walk 1 1/2 blocks north to Redwood Street, turn right. 217 East Redwood is in the middle of block on right hand (south side of Street).

FROM WESTERN MARYLAND: Take I-70 East to I-695 South (Glen Burnie) take I-95, exit 11 (Baltimore). Take the I-395/Inner Harbor exit till it ends at Conway & Howard Streets. Turn right onto Conway Street. At Light Street, turn left and cross Pratt Street. You are now on Calvert Street. Make an immediate right turn to park in the garage this is Water Street. (This is the Legg Mason Tower/Stouffers Hotel/The Gallery.) Walk 1 1/2 blocks north to Redwood Street, turn right. 217 East Redwood is in the middle of block on right hand side (south side of Street).

FROM EASTERN SHORE Take Route 50 East to I-97 North, Baltimore. I-97 to I-695 Towson. I-695 to 295 North/Baltimore-Washington Parkway. This will take you to downtown Baltimore and turns into Russell Street. Get in and remain in right lane on Russell Street (now Paca Street) past Oriole Park at Camden Yards. At Pratt Street, turn right. Get into the second lane from left and proceed on Pratt Street until you reach Calvert Street. Make a left onto Calvert and remain in the right hand lane. Immediately make a right turn into parking garage. (This is the Legg Mason Tower/Stouffers Hotel/The Gallery.) Walk 1 1/2 blocks north to Redwood Street, turn right. 217 East Redwood is in the middle of block on right hand side (south side of Street).

FROM POINTS NORTH: Take I-95 South, Baltimore. I-395/Inner Harbor exit till it ends at Conway & Howard Streets. Turn right onto Conway Street. At Light Street, turn left and cross Pratt Street. You are now on Calvert Street. Make an immediate right turn to park in the garage. (This is the Legg Mason Tower/Stouffers Hotel/The Gallery.) Walk 1 1/2 blocks north to Redwood Street, turn right. 217 East Redwood is in the middle of block on right hand (south side of Street).

From Northern Baltimore Country: Take I-83 South until the expressway ends turn right onto East Fayette Street, Turn Left onto Guilford Avenue continue past East Baltimore Street Guilford Avenue becomes South Street. Continue past Redwood Street and turn right onto Water street, if you run into Lombard street you have gone to far. Walk 1 1/2 blocks north to Redwood Street, turn right. 217 East Redwood is in the middle of block on right hand side (south side of Street).

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #T00P9200023

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Regina Tillery, CIO of the Department of Business & Economic Development will serve as your contact person on this Task Order. Regina Tillery, CIO can be reached at 410-767-3391, email rtillery@choosemaryland.org.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

Debi Chronister

Task Order Procurement Officer

Enclosures (2)

cc: Regina Tillery, CIO, DBED

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Data Center Fire Suppression Gas System (FM-200) Procurement and Sealing of Data Center for Containment of Fire Suppression Agents

TO Agreement Number: #T00P9200023

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Regina Tillery

TO Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 2.2.2 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland Department of Business & Economic Development

TORFP Title: Data Center Fire Suppression Gas System (FM-200) Procurement and Sealing of Data Center for Containment of Fire Suppression Agents

TO Manager: Regina Tillery (410) 767-3391

To:

The following deliverable, as required by TO Agreement #T00P9200023, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.2.2 OF THE TORFP

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 200_, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #T00P9200023 for Data Center Fire Suppression Gas System (FM-200) Procurement and Sealing of Data Center for Containment of Fire Suppression Agents. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Debi Chronister, Maryland Department of Business & Economic Development on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____
NAME: _____ TITLE: _____
ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 200___, by and between the State of Maryland (“the State”), acting by and through the Department of Business & Economic Development (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Data Center Fire Suppression Gas System (FM-200) Procurement and Sealing of Data Center for Containment of Fire Suppression Agents TORFP No. T00P9200023 dated release date for TORFP, (the “TORFP) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor’s employees and agents (collectively the “TO Contractor’s Personnel”) with access to certain confidential information regarding _____ (the “Confidential Information”).

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor’s Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.

8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor's Personnel: Maryland Department of Business & Economic Development:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Submit as required in Section 1.7 of the TORFP

ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The Department of Information Technology is requesting that within two weeks of receipt, the TO Contractor complete and submit this checklist for the TO listed below to contractoversight@doit.state.md.us All sections are to be completed. TO Contractors may attach supporting documentation as needed.

TO Number	
TO Title	
TO Requesting Agency	
TO Contractor	
TO Contractor Contact	
TO Contractor Contact Phone Number	
Section 1 –Deliverable to Invoice	
A) Does the TORFP link payments to distinct, defined deliverables with acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, complete B and C below. If no, skip to Section 2.)	
B) Are the invoice amounts the same as the corresponding deliverable amounts listed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why)	
C) Is the deliverable acceptance process defined in the TORFP followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain what process is followed)	
Section 2 – Materials and Labor Rate to Invoice	
A) Are material costs charged to the TO Requesting Agency as pass-through costs (no TO Contractor markup)? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why)	
B) Are the labor rates charged to the TO Requesting Agency the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why)	
C) Are timesheets and/or associated supporting documents provided with the invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why)	
Section 3 – Substitution of Personnel	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, complete B through D below. If no, skip to Section 4.)	
B) Was each substitution requested in writing? Yes <input type="checkbox"/> No <input type="checkbox"/>	
C) Does each of the accepted substitutes possess equivalent or better education, experience and qualifications than the personnel being replaced? Yes <input type="checkbox"/> No <input type="checkbox"/>	
D) Were each of the substitutes approved by the TO Manager in writing? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Section 4 – MBE Participation	

A) What is the MBE goal that the TO Contractor agreed to meet for this TORFP? __% (If none, skip to Section 5.)
B) Are the MBE reports (D-5 and D-6) submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why)
C) What is the MBE participation to date (i.e., amount paid to MBE sub-contractor divided by total TO value)? \$
D) Is the MBE participation to date consistent with the planned MBE participation at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain including any corrective action being taken.)
E) Does the TO Contractor anticipate any difficulty in achieving the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, please explain including any corrective action being taken.)
Section 5 – Change Management
A) Is there a formal Change Management Plan for this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip remaining questions)
B) Does the Change Management Plan contain the following? Yes <input type="checkbox"/> No <input type="checkbox"/> A written change management procedure. Yes <input type="checkbox"/> No <input type="checkbox"/> A change management procedure that includes change description, justification, and impact analysis on cost, scope, schedule, risk and quality (i.e., meeting TORFP requirements). Yes <input type="checkbox"/> No <input type="checkbox"/> An established body (e.g., Change Control Board, steering committee, management team, etc.) charged with reviewing/approving/declining changes.
C) Have any Change Orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If Yes, please indicate the anticipated impact on time, cost and/or scope.)
D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/>

EXHIBIT A

TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE CONFIDENTIAL INFORMATION

Printed Name and Address
of Employee or Agent

Signature

Date

EXHIBITS

The following drawings are attached under separate cover and are hereby an integral part of this document.

Drawing M-158.pdf

Drawing E-10.pdf

Drawing E-15A.pdf

Drawing E-158.pdf

Drawing M-10.pdf

Drawing M-15A.pdf