



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

**DATA CENTER HVAC  
CATS TORFP PROJECT D60P8200038**

**MARYLAND STATE ARCHIVES**

**ISSUE DATE: 10/30/2007**

## CONTENTS

<b>ADMINISTRATIVE INFORMATION</b> .....	<b>4</b>
1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT .....	4
1.2 TO AGREEMENT.....	4
1.3 TO PROPOSAL SUBMISSIONS.....	4
1.4 ORAL PRESENTATIONS/INTERVIEWS .....	4
1.5 MINORITY BUSINESS ENTERPRISE (MBE) .....	4
1.6 CONFLICT OF INTEREST .....	4
1.7 NON-DISCLOSURE AGREEMENT .....	5
1.8 LIMITATION OF LIABILITY CEILING.....	5
1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES .....	5
<b>SECTION 2 - SCOPE OF WORK</b> .....	<b>6</b>
2.1 PURPOSE AND BACKGROUND .....	6
2.2 TECHNICAL REQUIREMENTS .....	6
2.3 CONTRACTOR EXPERTISE REQUIRED .....	15
2.4 CONTRACTOR MINIMUM QUALIFICATIONS .....	15
2.5 RETAINAGE.....	16
2.6 INVOICING .....	16
2.7 REPORTING.....	16
2.8 CHANGE ORDERS .....	16
<b>SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS</b> .....	<b>17</b>
3.1 REQUIRED RESPONSE .....	17
3.2 FORMAT.....	17
<b>SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT</b> .....	<b>20</b>
4.1 EVALUATION CRITERIA .....	20
4.2 TECHNICAL CRITERIA.....	20
4.3 SELECTION PROCEDURES.....	20
4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT .....	20
<b>ATTACHMENT 1 - PRICE PROPOSAL FORM</b> .....	<b>21</b>
<b>ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS</b> .....	<b>22</b>
<b>ATTACHMENT 3 – TASK ORDER AGREEMENT</b> .....	<b>31</b>
<b>ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE</b> .....	<b>34</b>
<b>ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY</b> .....	<b>35</b>
<b>ATTACHMENT 6 – DIRECTIONS</b> .....	<b>37</b>
<b>ATTACHMENT 7 – NOTICE TO PROCEED</b> .....	<b>38</b>
<b>ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM</b> .....	<b>39</b>
<b>ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM</b> .....	<b>40</b>
<b>ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)</b> .....	<b>41</b>
<b>ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)</b> .....	<b>42</b>
<b>ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST</b> .....	<b>44</b>

## 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.

<b>TORFP Title:</b>	Data Center HVAC
<b>Functional Area:</b>	FA6 Systems/Facilities Mgmt. And Maintenance
<b>TORFP Issue Date:</b>	10/30/2007
<b>Closing Date and Time:</b>	11/ 21/ 2007 at 3:00 PM
<b>TORFP Issuing Agency:</b>	Maryland State Archives – Electronic Archives
<b>Send Questions and Proposals to:</b>	Timothy D. Baker timb@mdsa.net
<b>TO Procurement Officer:</b>	Timothy D. Baker Office Phone Number: 410 260 6402 Office FAX Number: 410 974 3895
<b>TO Manager:</b>	Reginald Shorter Office Phone Number: 410 260 6456 Office FAX Number: 410 974 3895
<b>TO Project Number:</b>	ADPICS Purchase Order Number <b>(D60P8200038)</b>
<b>TO Type:</b>	Fixed price
<b>Period of Performance:</b>	Six months
<b>MBE Goal:</b>	15 percent
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	Edward C. Papenfuse State Archives Building 350 Rowe Boulevard Annapolis MD 21401
<b>TO Pre-proposal Conference:</b>	350 Rowe Boulevard, Annapolis MD 11/ 14/ 2007 at 2:00 PM See Attachment 6 for directions.

## **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 the Maryland State Archives 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 # **D60P8200038**. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # **D60P8200038** Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP # **D60P8200038** 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 the Edward C. Pappenfuss State Archives Building. 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.

### **1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

DBM OIT will be performing contract management oversight on the CATS master contract. As part of that oversight, DBM OIT has implemented a process for self-reporting contract management activities of CATS task orders (TO). This process shall typically apply to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS TOs are subject to review.

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist template. DBM OIT will send checklists out to applicable TO Contractors approximately three months after the Notice To Proceed date for a TO Agreement, and approximately every six months thereafter. The TO Contractor awarded the TO Agreement shall complete and return the TO Contractor Self-Reporting Checklist within two weeks of receipt as instructed on the checklist.

## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE AND BACKGROUND

#### 2.1.1 PURPOSE

The Maryland State Archives is issuing the CATS TORFP to obtain the services of a qualified vendor to furnish and install a data center quality HVAC system in Room B-004 within the Edward C. Papenfuse State Archives building.

#### 2.1.2 REQUESTING AGENCY BACKGROUND

As the historical agency for Maryland, the State Archives is the central depository for government records of permanent value. Records date from the founding of the Maryland colony in 1634 through the 1990s. These records are described in the State Archives' Guide to Government Records. They include colonial and State executive, legislative and judicial records; county probate, land and court records; business records; publications and reports of the State, county and municipal governments; records of religious bodies; and special collections of maps, newspapers, photographs, and private papers.

The Maryland State Archives also maintains an Electronic Archives for the preservation of digital records.

#### 2.1.3 PROJECT BACKGROUND

At its September 1998 meeting, the Hall of Records Commission resolved that a program of Electronic Archives be created within the State Archives. The program coordinates and manages the development of a permanent archives of electronic records. The Electronic Archives are housed in two server rooms in our Annapolis facility. Roughly five years ago the following equipment was installed to provide heat extraction / elimination for the two server rooms:

Qty	Equipment	Manufacturer	Model	Serial #
1	AC Unit	ATS	COS-120-AR-U	04006009
1	AC Unit	ATS	COS-120-AR-U	04006010
1	AC Unit	ATS	COS-120-AR-U	05182033
1	Condensing Unit	Heatcraft 3 fan model	FCB23SM	T04A00750
2	Condensing Unit	Witt (QTY2) 2 fan model	WSC012b-10VG	E05G30394601001 E05G30394601002

The addition of required electronic storage arrays and more server capacity over the past couple years, has resulted in the need for more cooling capacity.

### 2.2 TECHNICAL REQUIREMENTS

#### 2.2.1 Summary

These specifications describe requirements for a precision environmental control system. The system shall be designed to maintain temperature and humidity conditions in the rooms containing electronic equipment. The Contractor shall furnish and install:

**One (1) Liebert Model VH245AUAAEI, 460 Volts, 60Hz, 3 Phase Deluxe System/3 Environmental Control System:** Nominal 20 ton Air Cooled Upflow System, MBH at 72°F, 50% RH

**One (1) 105°F Ambient Fan Speed Control Condenser Model DCDF415-A, 460 Volts, 60Hz, 3 Phase**

- Includes Factory Wired Condenser Disconnect Switch

**System Accessories:**

- Advanced Microprocessor-Based Temperature and Humidity Controls
- Display Language is English
- Audible and Visual Alarms
- IntelliSlot Web/485 Card w/ Adapter
- Factory Balanced Evaporator Blower Package with:
  - 7.5 HP Fan Motor
  - STD. - 10,200 CFM Fan with 0 External Static Pressure
  - Drive Package: Multi-belt, variable speed drive on an adjustable slide base
  - A15-15A Blower
  - 200,000 Hour Bearings
- 4-Step Cylinder Unloaders
- Electric Reheat
- Infrared Humidifier
- Non-Locking Disconnect Switch
- Condensate Pump Dual Float
- 4" – 20% Filter Package
- Firestat
- 24" Air Distribution Plenum with Discharge Grill Front
- Compressor 1 Overload Alarm
- Compressor 2 Overload Alarm
- Main Fan Overload Alarm
- Qty-1 LT300 Point Leak Detection Sensor
- Main Color: IBM Off-White (Z-0430)
- Accent Color: IBM Off-White (Z-0430)

**Services required in addition to acquisition and installation include:**

- One year Parts only warranty
- 5 Year Compressor Only: Liebert 1<sup>st</sup> year standard parts only warranty + 2nd through 5th year compressor only extended warranty
- 1st Year Labor Standard Service: Liebert 1<sup>st</sup> year standard parts only warranty + 1<sup>st</sup> year labor assistance to replace failed in-warranty parts only (Labor to be done by Liebert USA contractors only)
- Factory Supervised Warranty Inspection and Basic Operator Training
- Warranty Inspection Start-Up

**2.2.2 Design Requirements**

The precision environmental control system shall be a Liebert self-contained, factory-assembled unit with upflow air delivery. The system shall have a total cooling capacity of 219,700 BTU/ HR, (64.3 kW) with a sensible cooling capacity of 197,700 BTU/ HR (57.9 kW) based on an entering air temperature of 72°F (22.2°C) dry bulb and 60°F (15.5°C) wet bulb. The unit is to be supplied with 460 volt 3 ph 60 Hz electrical service.

**2.2.3 Submittals**

Submittals shall be provided prior to installation and shall include: Single-Line Diagrams; Dimensional, Electrical, and Capacity Data; Piping and Electrical Connection Drawings. Submittals must be approved by MSA before installation begins.

## 2.2.4 Description

### **Cabinet and Frame Construction**

The frame shall be constructed of MIG welded tubular steel. It shall be painted using the autophoretic coating process for maximum corrosion protection. The exterior panels shall be insulated with a minimum 1" (25.4mm), 1.5 lbs (.68 kg) density fiber insulation. The main front panel shall have captive 1/4 turn fasteners. The main unit color shall be "IBM Off-white" Z-0430. The accent color shall be "IBM Off-white" Z-0430. The exterior panels shall be powder coated.

### **Heavy Gauge Panels design for Upflow Units**

The exterior panels shall be 16 gauge steel for operation with high external static pressures.

### **Filter Chamber Upflow Unit with Front Return**

The filter chamber shall be an integral part of the system, located within the cabinet, serviceable from the end of the unit. The filters shall be rated not less than 20% efficiency (based on ASHRAE 52.1).

### **Fan Section**

The fan section shall be designed for 10,200 CFM (m3h) at an external static pressure of 0%. The fans shall be the centrifugal type, double width double inlet, and shall be statically and dynamically balanced as a completed assembly to a maximum vibration level of two mils in any plane. The shaft shall be heavy duty steel with self-aligning ball bearings with a minimum life span of 200,000 hours. The fan motor shall be 7.5 hp (kW) at 1750 RPM and mounted on an adjustable slide base. The drive package shall be multi-belt, variable speed, sized for 200% of the fan motor horsepower. The fans shall be located to draw air over the A-Frame coil to ensure even air distribution and maximum coil performance.

### **Humidifier - Infrared**

The humidifier shall be of the infrared type consisting of high intensity quartz lamps mounted above and out of the water supply. The evaporator pan shall be stainless steel and arranged to be serviceable without disconnecting high voltage electrical connections. The complete humidifier section shall be pre-piped ready for final connection. The infrared humidification system shall use bypass air to prevent over-humidification of the computer room. The humidifier shall have a capacity of 22.1 lbs./hr. (10 kg/h). The humidifier shall be equipped with an automatic water supply system. The system shall have an adjustable water-overfeed to prevent mineral precipitation.

### **Reheat - Electric**

The electric reheat coils shall be low watt density, 304/304 stainless steel fin tubular construction, protected by thermal safety switches, shall be 115,000 BTU/ HR, 30 kW, controlled in three stages.

### **Advanced Control Processor**

The Advanced control processor shall be microprocessor based with a front monitor LCD display panel and control keys for user inputs. The controls shall be menu driven with on-screen prompts for easy user operation. The system shall allow user review and programming of temperature and humidity setpoints, alarm parameters, and setup selections including choice of control type. A password shall be required to make system changes. For all user selections, the range of acceptable input (temperature, humidity, or time delay) shall be displayed on the monitor

screen. The system shall provide monitoring of room conditions, operational status in % of each function, component run times, date and time, and four analog inputs from sensors provided by others.

### **Control**

The control system shall allow programming of the following room conditions:

- Temperature Setpoint—65–85°F (18–29°C)
- Temperature Sensitivity— $\pm 1^\circ$  to 9.9°F (0.6 to 5.6°C) in 0.1°F (.1°C) increments
- Humidity Setpoint—20–80% RH
- Humidity Sensitivity—+1% to +30% RH

All setpoints shall be adjustable from the individual unit front monitor panel. Temperature and Humidity Sensors shall be capable of being calibrated using the front monitor panel controls to coordinate with other temperature and humidity sensors in the room.

### **Predictive Humidity Control**

The microprocessor shall calculate the moisture content in the room and prevent unnecessary humidification and dehumidification cycles by responding to changes in dew point temperature.

In addition, the system shall provide the following internal controls:

### **Compressor Short-Cycle Control**

The control system shall include a program to prevent compressor short cycling.

### **Automatic Compressor Sequencing**

The microprocessor shall automatically change the lead/lag sequence of the compressors after each start to lengthen compressor-on cycles and even compressor wear.

### **System Auto-Restart**

For start-up after power failure, the system shall provide automatic restart with a programmable (up to 9.9 minutes in 6-second increments) time delay. Programming to be performed either at the unit or from a central site monitoring system.

### **Sequential Load Activation**

During start-up, or after power failure, the microprocessor shall sequence operational load activation to minimize inrush current. Systems allowing multiple loads to start simultaneously are unacceptable.

### **Hot Water/Econ-O-Coil Flush Cycles**

Hot water coils and Econ-O-Coils shall be automatically flushed to prevent the buildup of contaminants. Systems without this feature shall include the necessary devices to bypass fluid into the coil on a programmed basis.

## Front Monitor Display Panel

The microprocessor shall provide a front monitor LCD backlit display panel with 4 rows of 20 characters with adjustable contrast. This display (along with five front mounted control keys) shall be the only operator interface required to obtain all available system information such as room conditions, operational status, alarms, control and alarm setpoints, and all user selections including alarm delays, sensor calibration, DIP switch selections, and diagnostics. All indicators shall be in language form. No symbols or codes shall be acceptable.

## Alarms

The microprocessor shall activate an audible and visual alarm in event of any of the following conditions:

- High Temperature
- Low Temperature
- High Humidity
- Low Humidity
- Short Cycle
- Compressor
- Overload (#1 and #2) (opt)
- Main Fan Overload (opt)
- Humidifier Problem
- High Head Pressure (#1 and #2)
- Change Filters
- Loss of Air Flow
- Low Suction Pressure
- Loss of Power

Each alarm (unit and custom) to be separately enabled or disabled, selected to activate the common alarm, and programmed for a time delay of 0 to 255 seconds at the direction of the Archives at the time of installation.

## Audible Alarm

The audible alarm shall annunciate any alarm that is enabled by the operator.

## Common Alarm

A programmable common alarm shall be provided to interface user selected alarms with a remote alarm device.

## Remote Monitoring

All alarms shall be communicated to the Liebert site monitoring system with the following information: date and time of occurrence, unit number, and present temperature and humidity.

## Control Type

The user shall be able to select the type of control the advanced microprocessor will use. Selections available shall be intelligent, proportional, and tunable PID (proportional, integral, and derivative gains). The intelligent control shall incorporate control logic that uses artificial intelligence techniques including “fuzzy logic” and “expert systems” methods to maintain precise, stable control. If tunable PID is selected, the user shall be able to program each of the three gains.

## **Analog Inputs**

The system shall include four customer accessible analog inputs for sensors provided by others. The analog inputs shall accept a 4 to 20 mA signal. The user shall be able to change the input to 0 to 5 VDC or 0 to 10 VDC if desired. The gains for each analog input shall be programmable from the front panel. The analog inputs shall be able to be monitored from the front panel.

## **Diagnostics**

The control system and electronic circuitry shall be provided with self-diagnostics to aid in troubleshooting. The microcontroller board shall be diagnosed and reported as pass/not pass. Control inputs shall be indicated as on or off at the front monitor panel.

Control outputs shall be able to be turned on or off from the front monitor panel without using jumpers or a service terminal.

## **Data Collection**

The control system shall maintain accumulative operating hours of compressors, reheats, humidifier, fan motor and Econ-O-Coil. The ten most recent alarms shall also be retained.

## **Communications**

The microprocessor shall be compatible with all Liebert remote monitoring and control devices.

## **Requirements for the Compressorized System:**

### **Dual Refrigeration Systems**

Each refrigeration circuit shall include hot gas mufflers, liquid line filter dryers, refrigerant sight glass with moisture indicator adjustable, externally equalized expansion valves, and liquid line solenoid valves.

### **Semi-Hermetic Compressors**

The compressors shall be located in a separate compartment so they may be serviced during operation of the equipment. The compressor shall be semi-hermetic with a suction gas cooled motor, vibration isolators, thermal overloads, oil sight glass, manual reset high pressure switch, pump down low pressure switch, suction line strainer, reversible oil pumps for forced feed lubrication, a maximum operating speed of 1750 RPM.

### **Four-Step Refrigeration System Required**

The environmental control system shall include cylinder unloaders on the semi-hermetic compressors. The unloaders shall be activated by solenoid valves which are controlled from the microprocessor control. In response to the return air temperature, the microprocessor control shall activate the unloader solenoids and the liquid line solenoids such that four stages of refrigeration cooling are obtained. The stages shall be: 1) one compressor, partially loaded, 2) two compressors partially loaded, 3) one compressor partially loaded, one compressor fully loaded, 4) two compressors fully loaded. On a call for dehumidification, the microprocessor control shall insure that at least one compressor is on full for proper humidity control.

### **A-Frame DX Coil**

The evaporator coil shall be an A-Frame design and have 22.5 sq. ft. (2.06 m<sup>2</sup>) face area, 4 rows deep. It shall be constructed of copper tubes and aluminum fins and have a maximum face velocity of 450 ft. per minute (2.3 m/s) at 10,200 CFM (17,333 CMH). Refrigerant of each system shall be distributed throughout the entire coil face area. A stainless steel condensate drain pan shall be provided.

### **Air Cooled Systems**

The Liebert manufactured air cooled condenser shall be the low profile, show speed, multiple direct drive, propeller fan type. The condenser shall balance the heat rejection of the compressor at 105 °F (41°C) ambient. The condenser shall be constructed of aluminum and contain a copper tube, aluminum fin coil arranged for vertical air discharge.

### **Fan Speed Control Condenser**

The winter control system for the air cooled condenser shall be Liebert Fan Speed Control. The variable speed motor shall operate from 0 to 230 volts single phase, 10 to 1050 RPM. It shall be designed with ball bearings, permanent lubrication, internal overload protection, 40°C rise at full speed, 65°C rise at 10 RPM. The control system shall be complete with transducers, thermostats and electrical control circuit, factory prepackaged in the integral condenser control box. The transducer shall automatically sense the highest head pressure of either operating compressor and control the variable speed fan on the air cooled condenser to properly maintain the head pressure. The fan speed control system shall provide positive start-up and operation in ambient temperature as low as -20°F (-28.9°C). The air cooled condenser shall have a 460 volt, 3 ph 60 Hz power supply.

### **Optional Specifications**

The precision environmental control system shall be equipped with the following optional components.

#### **Disconnect Switch (Non-Locking Type)**

The manual disconnect switch shall be mounted in the high voltage section of the electrical panel. The switch shall be accessible with the door closed.

#### **Firestat**

The firestat shall immediately shut down the environmental control system when activated. The firestat shall be mounted in the electrical panel with the sensing element in the return air.

#### **Condensate Pump**

The condensate pump shall have a minimum capacity of 100 GPH (378 l/h) at 20 ft. (58 kPa) head. It shall be complete with integral float switch, pump and motor assembly, and reservoir.

#### **Liqui-tect Sensors (Maximum two per unit)**

Provide 2 (quantity) solid state water sensors.

### **Comprehensive Monitoring Solutions**

The following monitoring systems shall be included:

OpenComms NIC & Web Card (OC-NIC & OC Web Card)

Remote Contact Monitor

- RCM4

Leak Detection

- Spot Sensor

### **2.2.1 PROJECT APPROACH**

The objective of the project is to provide an additional 20 tons of precision air conditioning to one of the data center rooms in the Archives. This will be accomplished by having a contractor inspect the facility, design for implementation, deliver and install necessary equipment; provide after installation warranty and services.

### **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 2000, Microsoft Project 2000 and/or Visio 2000.

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** Inspect 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.
- 2.2.2.2** Draft design (line diagrams) documents showing schematic arrangement of piping, electrical conduit and location of equipment. Draft workplan including timelines and milestones.
- 2.2.2.3** Submit for final approval of the Archives design documents and detailed equipment list and specification sheets. Submittal must include final workplan with time lines and milestones.
- 2.2.2.4** Deliver necessary equipment and arrange installation with Archives project manager. Installation must be carefully coordinated with the Archives.

#### Installation of Precision Air Conditioning Units

Install precision air conditioning units in accordance with manufacturer's installation instructions. Install units plumb and level, firmly anchored in locations approved by MSA, and maintain manufacturer's recommended clearances.

Cooler condenser - - Contractor will be responsible for providing a sturdy, level concrete pad on which to site the condenser unit, the exact placement of which is to be approved by MSA. The pad must be high enough off the ground to protect the device from ground water. The pad must be built to the manufacturer's specification and provide a means to secure the unit to the pad.

Electrical Wiring - - Contractor will be responsible for all electrical work associated with the installation and start-up including tapping into existing service. NOTE: When the Archives installed a 500 KVA generator to provide standby back-up power to the data centers, spare breakers were installed in the GE Spectra Series panel board to accommodate future installation of additional precision air conditioning equipment. The breakers are 60 amp and 15 amp and, thus, will have to be replaced, but the breaker spaces are available. Note too that the electrical panel board is located in the room adjacent to the server room in the main Mechanical Room and that the Mechanical Room also has walls facing the outside where the cooler condenser is to be installed. Wall penetrations to the outside can be made through the mechanical room and they will exit right at grade on the outside so that the plumbing should be pretty straightforward.

Piping Connections - - Contractor will be responsible for all plumbing work associated with installation and start-up. Note: Contractor must coordinate with Archives before any wall penetrations or welding work is initiated so that Archives can disable Halon fire suppression.

Start-up - - Start up must be performed in accordance with manufacturer's start up instructions. Test controls and demonstrate compliance with requirements. Contractor will be responsible for all work associated with start-up and testing including coordinating Factory Supervised Warranty Inspection Start-up.

Training - - Contractor will be responsible for providing Basic Operator Training to Archives staff.

**2.2.2.5** Provide warranty and support as follows:

- One year Parts only warranty
- 5 Year Compressor Only: Liebert 1<sup>st</sup> year standard parts only warranty + 2nd through 5th year compressor only extended warranty

- 1st Year Labor Standard Service: Liebert 1<sup>st</sup> year standard parts only warranty + 1<sup>st</sup> year labor assistance to replace failed in-warranty parts only (Labor to be done by Liebert USA contractors only)

### 2.2.3 DELIVERABLE/ DELIVERY SCHEDULE

The deliverables will be provided according to the schedule below and shall be emailed to the project manager as either Microsoft Word documents or pdf files.

The deliverables outlines below correspond to the tasks outlined above.

ID	Deliverables for 2.2.3	Expected Completion:
2.2.2.1	Report confirming the suitability of the space and the availability of adequate electrical service	NTP + 7 Calendar Days
2.2.2.2	Draft design and preliminary work plan	NTP + 14 Calendar Days
2.2.2.3	Final design document submittal	NTP + 21 Calendar Days
2.2.2.4	Completion of Installation and start-up check off list	NTP + 45 Calendar Days
2.2.2.5	Warranty documentation  Note: Warranty period to begin following acceptance of installation and start-up check off list deliverable	NTP + 50 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 [www.dbm.maryland.gov](http://www.dbm.maryland.gov). 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.

### 2.3 CONTRACTOR EXPERTISE REQUIRED

The Master Contractor must document a professional level of expertise in Electrical Engineering; plumbing and must be certified reseller / installer of Liebert equipment.

### 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 Liebert installer.

## **2.5 RETAINAGE**

NA

## **2.6 INVOICING**

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.2.3.

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 15<sup>th</sup> 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.

### **2.6.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Maryland State Archives 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 State Archives at the following address: 350 Rowe Boulevard, Annapolis MD 21401.
- 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.

### **2.6.2 MBE PARTICIPATION REPORTS**

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS Master Contract by the 15<sup>th</sup> day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to the Maryland State Archives 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 the Maryland State Archives. The Maryland State Archives 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.

## **2.7 REPORTING**

The TO Contractor and the TO Requesting Agency shall conduct progress meetings as required. If a progress meeting is requested by the Maryland State Archives, the contractor will come to the meeting prepared to discuss progress to date.

## **2.8 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 DBM.

## **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 2.8.
- 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(s) 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

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. MSA 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.

Experience and qualifications of the firm to perform the services outlined in the TORFP including personnel.

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.

# ATTACHMENT 1 - PRICE PROPOSAL FORM

PRICE PROPOSAL FOR CATS TORFP # **D60P8200038**

Identification	Deliverable	Proposed Price
2.2.2.1	Installation and start-up check off list	
2.2.2.2	Report confirming the suitability of the space and the availability of adequate electrical service	
2.2.2.3	Draft design and preliminary work plan	
2.2.2.4	Final design document submittal	
2.2.2.5	Warranty documentation Note: Warranty period to begin following acceptance of installation and start-up check off list deliverable	
<b>Total Proposed Fixed Price</b>		

\_\_\_\_\_  
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 # **D60P8200038**

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 15<sup>th</sup> of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15<sup>th</sup> 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 15<sup>th</sup> 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. **D60P8200038**, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 15 percent. 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 15% 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 <b>D60P8200038</b>	
<b>List Information For Each Certified MBE Subcontractor On This Project</b>	
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

<b>TOTAL MBE PARTICIPATION:</b>	_____ %
<b>TOTAL WOMAN-OWNED MBE PARTICIPATION:</b>	_____ %
<b>TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:</b>	_____ %

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	

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 # **D60P8200038**, 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. **D60P8200038**, 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 #: _____ Reporting Period (Month/Year): _____ <b>Report is due by the 15<sup>th</sup> of the following month.</b>	CATS TORFP # <b>D60P8200038</b> Contracting Unit _____ 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:			
<b>List all unpaid invoices over 30 days old received from the MBE subcontractor named above:</b>			
1.			
2.			
3.			
<b>Total Dollars Unpaid: \$</b> _____			

\*\*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:**

Reginald Shorter Deputy CIO - Maryland State Archives 350 Rowe Boulevard Annapolis MD 21401 Reggies@mdsa.net	Timothy D. Baker Deputy State Archivist 350 Rowe Boulevard Annapolis MD 21401 timb@mdsa.net
--	---

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): __/_____ <b>Report Due By the 15<sup>th</sup> of the following Month.</b>	CATS TORFP # <b>D60P8200038</b> 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: _____		
<b>List all payments received from Prime TO Contractor during reporting period indicated above.</b>  1. _____  2. _____  3. _____  <b>Total Dollars Paid: \$</b> _____	<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  1. _____  2. _____  3. _____  <b>Total Dollars Unpaid: \$</b> _____	
Prime TO Contractor: _____		Contact Person: _____

**Return one copy of this form to the following address:**

Reginald Shorter Deputy CIO - Maryland State Archives 350 Rowe Boulevard Annapolis MD 21401 Reggies@mdsa.net	Timothy D. Baker Deputy State Archivist 350 Rowe Boulevard Annapolis MD 21401 timb@mdsa.net	
--	---	--

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

## ATTACHMENT 3 – TASK ORDER AGREEMENT

### CATS TORFP# **D60P8200038** OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 200**X** by and between **Task Order Contractor (TO Contractor)** and the STATE OF MARYLAND, **TO Requesting Agency**.

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 **TO Requesting Agency**, as identified in the CATS TORFP # **D60P8200038**.
  - b. “CATS TORFP” means the Task Order Request for Proposals # **D60P8200038**, dated **MONTH DAY, YEAR**, 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 **TO Procurement Officer**. 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 **TO Requesting Agency** 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 **TO Manager** 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 **insert time for performance**, commencing on the date of Notice to Proceed and terminating on **Month Day, Year**.

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, **TO Requesting Agency**

\_\_\_\_\_  
By: Tim Baker, TO Procurement Officer

\_\_\_\_\_  
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.
6. 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 the Archives**

The Maryland State Archives is located at 350 Rowe Boulevard, Annapolis, MD 21401.

It is a 3-story red-brick building with "Hall of Records" over the entrance.

It is located directly across Rowe Boulevard from the Courts of Appeal Building and the Department of Natural Resources.

#### **Driving Directions:**

##### **From Baltimore:**

I - 97 South to U.S. 50/301 East

U.S. 50/301 East to Exit 24, Route 70 - Rowe Blvd.

Bear right at bottom of ramp onto Rowe Blvd.

Pass through 2 stoplights and turn left into the Archives' parking lot, approximately 200 yards past the 2nd light (Taylor Ave.).

##### **From Washington, D.C.:**

U.S. 50/301 East to Exit 24, Route 70 - Rowe Blvd.

Bear right at bottom of ramp onto Rowe Blvd.

Pass through 2 stoplights and turn left into the Archives' parking lot, approximately 200 yards past the 2nd light (Taylor Ave.).

##### **From the Eastern Shore:**

U.S. 50/301 West to Exit 24, Route 70 - Rowe Blvd.

Pass through 3 stoplights and turn left into the Archives' parking lot, approximately 200 yards past the 3rd light (Taylor Ave.).

## ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #ADPICS PO

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. TO Manager of the TO Requesting Agency will serve as your contact person on this Task Order. TO Manager can be reached at telephone # and email address.

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Office of Information Technology, DBM

Project Management Office, Office of Information Technology, DBM

## ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: **Project Name for TORFP**

TO Agreement Number: #**ADPICS PO**

Title of Deliverable: \_\_\_\_\_

TORFP Reference Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

Name of TO Manager: **TO Manager**

\_\_\_\_\_  
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: TO Requesting Agency

TORFP Title: TORFP Project Name

TO Manager: TO Manager and Phone Number

**To:**

The following deliverable, as required by TO Agreement #ADPICS PO, 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 #ADPICS PO for TORFP Project Name. 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 TO Procurement Officer, TO Requesting Agency 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 its Maryland State Archives (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 TORFP Title TORFP No. **D60P8200038** 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:**

**TO Requesting Agency:**

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 Budget and Management, Office 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@dbm.state.md.us](mailto:contractoversight@dbm.state.md.us). All sections are to be completed. TO Contractors may attach supporting documentation as needed.

<b>TO Number</b>	
<b>TO Title</b>	
<b>TO Requesting Agency</b>	
<b>TO Contractor</b>	
<b>TO Contractor Contact</b>	
<b>TO Contractor Contact Phone Number</b>	
<b>Section 1 – Deliverable to Invoice</b>	
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)	
<b>Section 2 – Materials and Labor Rate to Invoice</b>	
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)	
<b>Section 3 – Substitution of Personnel</b>	
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"/>	

<b>Section 4 – MBE Participation</b>	
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.)
<b>Section 5 – Change Management</b>	
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

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---