



**Department of Information Technology (DoIT)**

**Small Procurement  
Request for Proposals (RFP)**

**DC Plant Power  
at 6 St. Paul, Baltimore MD**

**SOLICITATION NO. F50B9400010**

**Issue Date: November 27, 2018**

**NOTICE**

Information about registering, free of charge, on e-Maryland Marketplace can be obtained at the e-Maryland Marketplace website at <http://emaryland.buyspeed.com>.

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

## STATE OF MARYLAND

### Department of Information Technology (DoIT) RFP KEY INFORMATION SUMMARY SHEET

<b>Request for Proposals:</b>	DC Plant Power at 6 St. Paul, Baltimore MD
<b>Solicitation Number:</b>	F50B9400010
<b>RFP Issue Date:</b>	November 27, 2018
<b>RFP Issuing Office:</b>	Department of Information Technology (DoIT) 100 Community Place Crownsville, MD 21032
<b>Procurement Officer:</b>	Scharrence Richardson Scharrence.richardson@maryland.gov Office Phone Number: 410-697-9688
<b>Contract Monitor:</b>	James Welch <a href="mailto:james.welch@maryland.gov">james.welch@maryland.gov</a> Office Phone Number: 410-697-9392 Cell Phone Number: 410-855-3687
<b>Proposals are to be sent to:</b>	scharrence.richardson@maryland.gov
<b>Pre-Proposal Site Visit:</b>	December 14, 2018 at 10:00 A.M. 6 St. Paul St., Baltimore MD – The William Donald Schaefer Building See <b>Attachment D</b> for directions and instructions
<b>Closing Date and Time:</b>	December 18, 2018 at 2:00 P.M. Local Time
<b>MBE Subcontracting Goal:</b>	0%
<b>Send Questions to:</b>	Scharrence.richardson@maryland.gov
<b>Questions Due Date:</b>	December 7, 2018 at 2:00 P.M., Local Time
<b>Contract Type</b>	Firm Fixed Price and Time and Materials
<b>Contract Duration:</b>	180 days from Notice to Proceed (NTP)

## TABLE OF CONTENTS

1	GENERAL INFORMATION.....	6
1.1	Summary Statement .....	6
1.2	Background .....	6
1.3	Abbreviations and Definitions .....	6
1.4	Proposal Due (Closing Date) .....	8
1.5	Questions.....	8
1.6	Contract Duration.....	8
1.7	Procurement Officer.....	8
1.8	Contract Monitor.....	9
1.9	Pre-Proposal Site Visit.....	9
1.10	Minority Business Enterprise .....	9
1.11	Cancellations .....	9
1.12	Oral Presentations/Demonstration.....	9
1.13	Duration of Offer.....	9
1.14	Public Information Act Notice .....	10
1.15	Arrearages .....	10
1.16	Bid/Proposal Affidavit .....	10
1.17	Contract Affidavit.....	10
1.18	Contract Type .....	10
1.19	Procurement Method .....	10
1.20	Acceptance of Terms and Conditions .....	11
1.21	eMaryland Marketplace.....	11
1.22	Revisions to the RFP .....	11
1.23	Incurred Expenses .....	11
1.24	Economy of Preparation.....	12
1.25	Offeror Responsibilities .....	12
1.26	Verification of Registration and Tax Payment.....	12
1.27	False Statements .....	12
1.28	Payments by Electronic Funds Transfer.....	13
1.29	Invoicing.....	13
1.30	Prompt Payment Policy .....	14
1.31	Electronic Procurements Authorized.....	14
1.32	Living Wage Requirements.....	16
1.33	Federal Funding Acknowledgement .....	16
1.34	Non-Disclosure Agreement.....	16
1.35	Mercury and Products That Contain Mercury.....	16
1.36	Veteran-Owned Small Business Enterprise Goals .....	16
1.37	Purchasing and Recycling Electronic Products.....	16
2	SCOPE OF WORK.....	17
2.1	Minimum Qualifications .....	17
2.2	Scope of Work .....	17
2.3	Requirements .....	17
2.4	Required Personnel .....	19

2.5	Security Requirements .....	20
2.6	Insurance Requirements .....	20
3	Proposal Format .....	22
3.1	Two Part Submission .....	22
3.2	Volume I- Technical Proposal .....	22
3.3	Volume II- Financial Proposal .....	25
4	EVALUATION CRITERIA AND PROCEDURE.....	26
4.1	Evaluation Committee.....	26
4.2	Technical Proposal Evaluation Criteria .....	26
4.3	Financial Proposal Evaluation Criteria .....	26
4.4	Selection Procedures .....	26
Attachment A -	Small Procurement CONTRACT.....	28
Attachment B -	BID/PROPOSAL AFFIDAVIT .....	32
Attachment C -	CONTRACT AFFIDAVIT .....	39
Attachment D -	PRE-Proposal Site Visit Directions.....	43
Attachment E -	Financial Proposal Instructions & Form .....	44
Attachment F -	MERCURY AFFIDAVIT .....	48
Attachment G -	Labor Categories .....	49

**VENDOR FEEDBACK FORM**

To help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, please provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Summary Sheet below for contact information).

**Title: DC Plant Power at 6 St. Paul, Baltimore, MD**  
**Solicitation No: F50B9400010**

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:
- Other commitments preclude our participation at this time
  - The subject of the solicitation is not something we ordinarily provide
  - We are inexperienced in the work/commodities required
  - Specifications are unclear, too restrictive, etc. (Explain in REMARKS section)
  - The scope of work is beyond our present capacity
  - Doing business with the State is simply too complicated. (Explain in REMARKS section)
  - We cannot be competitive. (Explain in REMARKS section)
  - Time allotted for completion of the Proposal is insufficient
  - Start-up time is insufficient
  - Bonding/Insurance requirements are restrictive (Explain in REMARKS section)
  - Proposal requirements (other than specifications) are unreasonable or too risky (Explain in REMARKS section)
  - MBE or VSBE requirements (Explain in REMARKS section)
  - Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section)
  - Payment schedule too slow
  - Other: \_\_\_\_\_

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

\_\_\_\_\_  
\_\_\_\_\_

Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

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

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

# 1 GENERAL INFORMATION

## 1.1 Summary Statement

- 1.1.1 The Department of Information Technology (DoIT) is seeking a vendor to replace the DC Power Plant and associated batteries, in support of the networkMaryland™ equipment, at 6 St. Paul Street in Baltimore, MD. Currently, there are four (4) strings of twenty-four (24) GNB Absolyte 100A-29 batteries and the Emerson Helios Distribution500 in place. DoIT is looking to update and replace the current DC Plant setup with a smaller footprint capable of providing, at least, a four-hour run-time with a 120A load.
- 1.1.2 It is the State's intention to obtain goods and services, as specified in this RFP, from a Contract between the successful Offeror and the State.
- 1.1.3 The Department intends to make a single award as a result of this RFP.
- 1.1.4 Offerors, either directly or through their subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.
- 1.1.5 The Department is conducting this procurement under COMAR 21.05.07, Small Procurement Regulations, with the expectation that the contract, attached hereto as Attachment A, will not exceed \$50,000.

## 1.2 Background

DoIT supports Maryland's Executive Branch agencies through its leadership as a principal procurement unit and in establishing the State's strategic direction for IT and telecommunications. This task is accomplished by establishing a long-range target for technology architecture, encouraging cross agency collaboration, and advocating best practices for operations and project management. Because of DoIT's unique position, the agency is able to identify and promulgate opportunities for State agencies to become more efficient, reduce costs, maximize the State's investment in IT and telecommunication assets, and better serve the citizens of Maryland.

networkMaryland™ is a statewide high-speed network infrastructure providing data transport to Maryland State agencies and other public entities. This program is a State-owned and operated 24x7x365 critical data transmission support system with numerous installations throughout the State. Because networkMaryland™ relies on these telecommunications assets, it is paramount that reliable power is provided. Therefore, as stated in Section 1.1.1, DoIT is looking to upgrade the system powering the network Maryland equipment at 6 St. Paul Street.

## 1.3 Abbreviations and Definitions

For the purposes of this RFP, the following abbreviations and terms have the meanings indicated below:

- a. After Hours Operations – Monday- Friday from 5:00PM to 7:30AM, and Saturday- Sunday from 7:30AM to 5:00PM

- b. Business Day- Monday through Friday (excluding State holidays)
- c. COMAR – Code of Maryland Regulations available on-line at [www.dsd.state.md.us](http://www.dsd.state.md.us).
- d. Contract – The State’s Contract attached to this RFP as Attachment A.
- e. Contract Monitor - The State representative who serves as the manager for the resulting Contract.
- f. Contractor – The selected Offeror; the business entity awarded the contract for the procured services identified in this RFP.
- g. Contractor’s Point of Contact – Person designated at the time of contract award by the Contractor as the single point of contact for the Agency with the authority and knowledge to resolve contract issues.
- h. DoIT – Department of Information Technology.
- i. Firm Fixed-Price - Pricing option which places responsibility on the Contractor for the delivery of the hardware and the complete performance of the services in accordance with the RFP at a price that is not subject to adjustment.
- j. Letter of Authorization - A document issued by the Manufacturer or Distributor authorizing the Offeror / Contractor to sell and/or provide services for the Manufacturer’s Product line.
- k. Local Time - Time in the Eastern Time zone as observed by the State of Maryland.
- l. MBE – A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03.
- m. Normal Operational Hours- the State’s usual hours of business are Monday- Friday from 7:30AM- 5:00PM.
- n. Notice to Proceed (NTP) – A written notice from the Procurement Officer that work on the project or work order shall begin on a specified date. The notice signifies the official start date of the project.
- o. Offeror – An entity that submits a Proposal in response to this RFP.
- p. P.O.C. – Point of Contact
- q. Procurement Officer – The State representative designated in Section 1.7, who is responsible for the Contract, determining scope issues and is the only State representative that can authorize changes to the Contract. DoIT may change the Procurement Officer at any time by written notice to the Contractor.
- r. Proposal – As appropriate, either or both of the Offeror’s Technical or Financial Proposal.
- s. Requesting Agency - The unit of the Executive Branch of Maryland State government issuing the RFP.
- t. Total Proposal Price - The Offeror’s total price for goods and services in response to this solicitation, included in Financial Proposal **Attachment E** – Financial Proposal Form.
- u. Vendor – Any firm that is interested in performing the service set forth in this RFP.

#### **1.4 Proposal Due (Closing Date)**

- 1.4.1 Proposals, in the number and form set forth in Section 5 Proposal Format, must be received by the Procurement Officer no later than the Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 1.4.2 Requests for extension of this date or time shall not be granted.
- 1.4.3 Offerors submitting Proposals should allow sufficient delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.
- 1.4.4 The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.
- 1.4.5 Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of Proposals.
- 1.4.6 Proposals may not be submitted by facsimile. Proposals will not be opened publicly.
- 1.4.7 Potential Offerors not responding to this solicitation are requested to submit the “Notice to Vendors” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

#### **1.5 Questions**

- 1.5.1 All questions shall identify in the subject line the Solicitation Number and Title F50B9400010 DC Plant Power and 6 St. Paul, Baltimore, MD and shall be submitted in writing via e-mail to the Procurement Officer no later than the date and time specified the Key Information Summary Sheet.
- 1.5.2 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments, and posted on eMM.
- 1.5.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Department unless it issues an amendment in writing.

#### **1.6 Contract Duration**

The Contract resulting from this RFP shall be for 180 days from the date that the NTP has been issued.

#### **1.7 Procurement Officer**

The Procurement Officer for this contract is listed in the Key Information Summary Sheet. DoIT may change the Procurement Officer at any time by written notice.



### **1.8 Contract Monitor**

The Contract Monitor for this contract is listed in the Key Information Summary Sheet. DoIT may change the Contract Monitor at any time by written notice

### **1.9 Pre-Proposal Site Visit**

A pre-proposal site visit has been pre-scheduled for Friday, December 14, 2018, beginning at 10:00 A.M. Local Time, at 6 St. Paul St., Baltimore MD – The William Donald Schaefer Building. All Offerors will gather in the lobby before being escorted to the 12th floor (the location of the actual work site) by a DoIT employee. This site visit will serve as a time to ask any questions in reference to the proposal. All prospective Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

### **1.10 Minority Business Enterprise**

There is no Minority Business Enterprise (MBE) goal for this solicitation.

### **1.11 Cancellations**

- 1.11.1** The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State.
- 1.11.2** The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.
- 1.11.3** In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A (4).

### **1.12 Oral Presentations/Demonstration**

Offerors may be required to make oral presentations to State representatives. Oral presentations are considered part of the Technical Proposal. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Proposal. The Procurement Officer will notify Offerors of the time and place of oral presentations.

### **1.13 Duration of Offer**

Proposals submitted in response to this RFP are irrevocable for the latest of the following: 120 days following the Proposal due date and time, best and final offers if requested, or the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

#### **1.14 Public Information Act Notice**

- 1.14.1** An Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or 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, Md. Code Ann., General Provisions Article, Title 4. (See also RFP Section 5.3.2.B “Claim of Confidentiality”). This confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.
- 1.14.2** Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

#### **1.15 Arrearages**

By submitting a response to this solicitation, the offeror also represents that it is not in arrears in the payment of any obligations due to the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this contract if selected for the contract award

#### **1.16 Bid/Proposal Affidavit**

A Bid/Proposal submitted by an Offeror must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this RFP.

#### **1.17 Contract Affidavit**

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit must be provided within five (5) Business Days of notification of recommended award. For purposes of completing Section “B” of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a “foreign” business.

#### **1.18 Contract Type**

The Contract shall be a Firm Fixed-Price (FFP) and Time and Materials (T&M) in accordance with COMAR 21.06.03.02 and 21.06.03.06.

#### **1.19 Procurement Method**

A Contract will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03.

## 1.20 Acceptance of Terms and Conditions

By submitting a Proposal in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Small Procurement Contract, attached hereto as Attachment A. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **All exceptions will be taken into consideration when evaluating an Offeror's Proposal. The Department reserves the right to accept or reject any exceptions.**

## 1.21 eMaryland Marketplace

eMarylandMarketplace (eMM) is an electronic commerce system administered by the Maryland Department of General Services. In addition to using other means for transmitting the RFP and associated materials, the solicitation and summary of the pre-bid conference, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation related information will be provided via eMM.

In order to receive a contract award, a vendor must be registered on eMM. Guidelines can be found on the eMaryland Marketplace website at <http://emaryland.buyspeed.com>.

## 1.22 Revisions to the RFP

- 1.22.1 If the RFP is revised before the due date for Proposals, the Department shall post any addenda to the RFP on eMM and shall endeavor to provide such addenda to all prospective Offerors that were sent this RFP or are otherwise known by the Procurement Officer to have obtained this RFP. It remains the responsibility of all prospective Offerors to check eMM for any addenda issued prior to the submission of Proposals.
- 1.22.2 Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal.
- 1.22.3 Addenda made after the due date for Proposals will be sent only to those Offerors that remain under award consideration as of the issuance date of the addenda.
- 1.22.4 Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice.
- 1.22.5 Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be deemed not reasonably susceptible of being selected for award.

## 1.23 Incurred Expenses

The State will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal, in making an oral presentation, providing a demonstration, or performing any other activities related to submitting a Proposal in response to this solicitation.

### 1.24 Economy of Preparation

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offeror's Proposal to meet the requirements of this RFP.

### 1.25 Offeror Responsibilities

- 1.25.1** Offerors must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror shall be responsible for Contract performance including any subcontractor participation.
- 1.25.2** All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) to this RFP.
- 1.25.3** If an Offeror is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, and letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.
- 1.25.4** A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience and/or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

### 1.26 Verification of Registration and Tax Payment

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. For registration information, visit <https://www.egov.maryland.gov/businessexpress>.

It is strongly recommended that any potential Offeror complete registration prior to the Proposal due date and time. An Offeror's failure to complete registration with SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

### 1.27 False Statements

Offerors are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

- 1.27.1** In connection with a procurement contract a person may not willfully:
- A. Falsify, conceal, or suppress a material fact by any scheme or device.

- B. Make a false or fraudulent statement or representation of a material fact.
- C. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

**1.27.2** A person may not aid or conspire with another person to commit an act under **Section 1.27.1**.

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

## 1.28 Payments by Electronic Funds Transfer

By submitting a Proposal in response to this solicitation, an Offeror, if selected for award:

- 1.28.1** Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.
- 1.28.2** Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:  
[http://comptroller.marylandtaxes.com/Vendor\\_Services/Accounting\\_Information/Static\\_Files/GADX10Form20150615.pdf](http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf).

## 1.29 Invoicing

The Contractor shall email the original of each invoice and signed authorization to invoice to the Contract Monitor at [james.welch@maryland.gov](mailto:james.welch@maryland.gov).

- 1.29.1** All invoices for services shall be verified by the Contractor as accurate at the time of submission.
- 1.29.2** An invoice not satisfying the requirements of a Proper Invoice (as defined at COMAR 21.06.09.01 and .02) cannot be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:
  - A. Contractor name and address;
  - B. Remittance address;
  - C. Federal taxpayer identification (FEIN) number, social security number, as appropriate;
  - D. Invoice period (i.e. time period during which services covered by invoice were performed);
  - E. Invoice date;
  - F. Invoice number;
  - G. State assigned Contract number;
  - H. State assigned (Blanket) Purchase Order number(s);
  - I. Goods or services provided;
  - J. Amount due; and

K. Any additional documentation required by regulation or the Contract.

- 1.29.3** Invoices that contain both fixed price and time and material items shall clearly identify each item as either fixed price or time and material billing.
- 1.29.4** The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or otherwise breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.
- 1.29.5** Any action on the part of the Department or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- 1.29.6** The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.
- 1.29.7** 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 Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

### **1.30 Prompt Payment Policy**

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor’s Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract, Section 31 “Prompt Pay Requirements” (see **Attachment A**), should an MBE goal apply to this RFP. Additional information is available on GOSBA’s website at: <http://www.gomdsmallbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

### **1.31 Electronic Procurements Authorized**

- 1.31.1** Under COMAR 21.03.05, unless otherwise prohibited by law, a primary procurement unit may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- 1.31.2** Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or the Contract.
- 1.31.3** “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds

transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bs/>), and electronic data interchange.

**1.31.4** In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.30 “Payments by Electronic Funds Transfer”) and subject to the exclusions noted in section 1.32.5 of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described (as authorized in COMAR 21.03.05):

1. The Procurement Officer may conduct the procurement using eMM or e-mail to issue:
  - a. the solicitation (e.g., the RFP);
  - b. any amendments;
  - c. Pre-Bid Conference documents;
  - d. questions and responses;
  - e. communications regarding the solicitation or Bid to any Offeror or potential offeror;
  - f. notices of award selection or non-selection; and
  - g. the Procurement Officer’s decision on any Bid protest or Contract claim.
2. An Offeror or potential Offeror may use e-mail or facsimile to:
  - a. ask questions regarding the solicitation;
  - b. reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer’s request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer; or
  - c. submit a "No Bid Response" to the solicitation.
3. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section 1.32.5 of this subsection utilizing e-mail if authorized by the Procurement Officer or Contract Monitor.

**1.31.5** The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:

1. Filing of Bid Protests;
2. filing of Contract Claims;
3. submission of documents determined by the Department or Agency to require original signatures (e.g., Contract execution, Contract modifications); or
4. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

**1.31.6** Any e-mail transmission is only authorized to the e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Manager.



### 1.32 Living Wage Requirements

This RFP does not require a Living Wage Affidavit.

### 1.33 Federal Funding Acknowledgement

The Contract does not contain federal funds.

### 1.34 Non-Disclosure Agreement

A Non-Disclosure Agreement is not required for this procurement.

### 1.35 Mercury and Products That Contain Mercury

All products or equipment provided pursuant to this solicitation shall be mercury-free products. The Offeror must submit a Mercury Affidavit in the form of **Attachment G** with its Proposal.

### 1.36 Veteran-Owned Small Business Enterprise Goals

There is no Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal for this procurement.

### 1.37 Purchasing and Recycling Electronic Products

State Finance and Procurement Article, Md. Code Ann. § 14-414, requires State agencies purchasing computers and other electronic products in categories covered by EPEAT to purchase models rated EPEAT Silver or Gold unless the requirement is waived by the Department of Information Technology (DoIT). This information is located on the DGS web site:

<http://www.dgs.maryland.gov/GreenOperations/GreenPurchasing/Guidelines/specs/ElectronicandITProductsSpecification.pdf>.



## 2 SCOPE OF WORK

### 2.1 Minimum Qualifications

The Offeror must be authorized to supply the products it proposes for the new DC power plant. As proof of meeting this requirement, the Offeror shall provide a Letter of Authorization from the manufacturer or distributor authorizing the Offeror to supply products. The Letter of Authorization shall be on the manufacturer or distributor's letterhead or in a manufacturer or distributor's e-mail. Further, each Letter of Authorization shall be current or less than twelve (12) months old. Each Letter of Authorization or e-mail shall provide the following information:

- A. Manufacturer or distributor POC name for verification;
- B. Manufacturer or distributor POC mailing address;
- C. Manufacturer or distributor POC telephone number;
- D. Manufacturer or distributor POC e-mail address;
- E. If available, a Reseller Identifier.

### 2.2 Scope of Work

2.2.1 Contractor shall complete the project as outlined in table below:

DC Power Plant Project Plan	
<b>Phase One</b>	
<b>Description</b>	<b>When to Complete</b>
Removal of two (2) offline batteries	Within 30 days of NTP
<b>Phase Two</b>	
<b>Description</b>	<b>When to Complete</b>
Installation of new DC Plant	Within 60 days of NTP
<b>Phase Three</b>	
<b>Description</b>	<b>When to Complete</b>
Once power is migrated to new DC Plant, removal of last two strings of old DC Plant.	Within 180 days of NTP

### 2.3 Requirements

#### 2.3.1 Technical

- 2.3.1.1 The Contractor shall install a new DC Power Plant system to support the networkMaryland™ equipment at 6 St. Paul Street for a runtime of at least 4 hours with a 120A load.
- 2.3.1.2 The Contractor shall ensure that the equipment used for the system:
  - a) Is new and unused;
  - b) Includes all product information and manufacturer's warranties; and
  - c) Includes new DC batteries that can support a 4-hour runtime.
- 2.3.1.3 The Contractor shall not substitute proposed equipment in the configurations stated in its Technical Proposal unless equipment is no longer available from the manufacturer. Substitutions shall not be made without prior approval of the Contract Manager.
- 2.3.1.4 The Contractor shall confirm, prior to installation, the structural integrity of the new DC Power Plant by:
  - a) Verifying there are no pinched wires; and
  - b) Verifying that the system's components weren't damaged during shipment and/or removal from packaging.
- 2.3.1.5 The Contractor shall confirm, prior to installation, the integrity of the new batteries to be installed which shall include checking the batteries':
  - a) Voltage;
  - b) Internal resistance/conductance; and
  - c) Structural integrity.
- 2.3.1.6 The Contractor shall confirm all battery terminal connections are clean (free from corrosion), greased and torqued to the manufacturer's specifications.
- 2.3.1.7 The Contractor shall verify the new DC Power Plant is properly grounded.
- 2.3.1.8 The Contractor shall coordinate the transition to the new DC Power Plant and confirm that the DC Power Plant and batteries are on-line and fully supporting the networkMaryland™ load.
- 2.3.1.9 The Contractor shall verify there are no alarms present.
- 2.3.1.10 The Contractor shall remove and dispose of ninety-six (96) spent batteries from the site.
- 2.3.1.11 The Contractor shall remove and dispose of the existing DC Power Plant in place. The existing DC Power Plant consists of one (1) Emerson Helios Power Board, two (2) Emerson Distribution500 Modules, one (1) Battery Control Module, and sixteen (16) Emerson Candeo 50/48 Rectifier Modules.
- 2.3.1.12 The Contractor shall provide a certificate confirming all applicable materials described have been received and appropriately recycled and all processes are compliant with local, state, and federal regulations for the recycling of the ninety-six (96) spent batteries.
- 2.3.1.13 The Contractor shall provide a service report on the completed work.

## 2.3.2 Functional Business

- 2.3.2.1 The Contractor shall comply with National Electrical Code checklists and procedures.

- 2.3.2.2 The Contractor's personnel shall wear appropriate personal protective equipment (PPE) while servicing State equipment.
- 2.3.2.3 The Contractor shall ensure Contractor Personnel have received appropriate safety training for the tasks to be performed.
- 2.3.2.4 Any Contractor Personnel provided under this RFP shall maintain, in good standing, any required professional certifications for the duration of the contract.
- 2.3.2.5 The Contractor shall provide price rates based on Normal Operational Hours, for the installation and decommissioning of the DC Power Plant.
- 2.3.2.6 The Contractor shall provide price rates based on After Hours Operations, for the installation and decommissioning of the DC Power Plant. Depending on the duration, building management and potential load loss to the networkMaryland™, it may be necessary to, at times, have work performed after Normal Operational Hours.

### 2.3.3 Warranty

- 2.3.3.1 All replacement parts and equipment shall be new and unused unless approved in writing by the Contract Manager. All electrical items shall meet all applicable Occupational Safety and Health Administration (OSHA) standards and regulations and bear the appropriate listing from Underwriters Laboratory (UL), or National Electrical Manufacturers Association (NEMA)
- 2.3.3.2 Manufacturer's standard warranty shall apply. The manufacturer has the primary responsibility to honor a manufacturer's warranty; however, the Contractor shall assist the Department with respect to warranty claims. Warranty service, extended warranty and recall work to be performed under this contract shall be performed in accordance with the manufacturer's warranty, including any cost to the State for labor, materials, parts, installation or any other costs.
- 2.3.3.3 Contractor warrants that all parts, equipment and services delivered under this Contract shall conform to the specifications of this Contract. All parts and equipment are to be provided and installed as required to meet the manufacturer's specifications and documented installation procedures.

## 2.4 Required Personnel

- 2.4.1 To be responsive to this RFP, Offerors must be capable of providing personnel meeting the minimum requirements for all the Labor Categories listed in Attachment G. Offerors shall include with their technical proposals resumes for their proposed resources. Additionally, Offerors shall submit a Financial Proposal Form (**Attachment E**) that provides labor rates for all labor categories.
- 2.4.2 Each Labor Category includes Titles, Position Description, Education and Experience (General and Specialized).
- 2.4.3 Education and experience described in the Labor Category constitute the minimum requirements for candidates performing work under this RFP. All experience required must have occurred within the most recent five (5) years.

**2.4.4** Prior to Contract execution or within thirty (30) days after Contract execution, the Offeror may not substitute proposed personnel except under the following circumstances (a) for actual full-time personnel employed directly by the Offeror: the vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personal Event, or the death of such personnel; and (b) for any temporary staff, subcontractors or 1099 contractors: the vacancy occurs due to an Incapacitating event or the death of such personnel. To qualify for such substitution, the Offeror must demonstrate to the State's satisfaction the event necessitating substitution. Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

## **2.5 Security Requirements**

- 2.5.1** Contractor Personnel shall display his or her company ID badge in a visual location at all times while on State premises. Upon request of authorized State personnel, each such Contractor Personnel shall provide additional photo identification.
- 2.5.2** At all times at any facility, the Contractor Personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times and providing information for State badge issuance.
- 2.5.3** Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, at its sole discretion that said Contractor Personnel has not adhered to the Security requirements specified herein.
- 2.5.4** The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

## **2.6 Insurance Requirements**

- 2.6.1** The Contractor and all of its Subcontractors, shall maintain the insurance coverages outlined below for the duration of the Contract, including option periods, if exercised. The coverage limits set forth are the minimum required.
- 2.6.2** Any insurance furnished as a condition of this Contract shall be issued by a company authorized to business in this State.
- 2.6.3** General Liability  
The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, but no less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal and Advertising Injury Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.
- 2.6.4** Errors and Omissions/Professional Liability  
The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$1,000,000 per occurrence.

**2.6.5 Automobile and/or Commercial Truck Insurance**

If equipment is delivered solely via common carrier and not by Contractor-furnished transportation, automobile and/or Commercial Truck Insurance is not required. Otherwise, the Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.

**2.6.6 Employee Theft Insurance**

The Contractor shall maintain Employee Theft Insurance with minimum limits of \$1,000,000 per occurrence.

**2.6.7 Certificates of Insurance**

The Contractor shall update certificates of insurance from time to time but no less than annually in multi-year contracts, as directed by the Contract Manager. Such copy of the Contractor's current certificate of insurance shall contain at minimum the following:

1. Workers' Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
2. Commercial General Liability
3. Errors and Omissions/Professional Liability, as required
4. Automobile and/or Commercial Truck Insurance, as required
5. Employee Theft Insurance

**2.6.8 State Inclusion on Insurance**

The State shall be listed as an additional insured on the policies with the exception of Worker's Compensation Insurance and Professional Liability Insurance. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Manager, by certified mail, not less than 45 days' advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Manager receives a notice of non-renewal, the Contractor shall provide the Contract Manager with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.

**2.6.9 Subcontractor Insurance**

The Contractor shall require that any subcontractors providing products/services under this Contract obtain and maintain similar levels of insurance and shall provide the Contract Manager with the same documentation as is required of the Contractor.

**2.6.10 Notification of Insurance after Award**

The recommended awardee must provide a certificate of insurance with the prescribed limits set forth in this section naming the State as an additional insured if required, within five (5) Business Days from notice of recommended award.

## 3 PROPOSAL FORMAT

### 3.1 Two Part Submission

Offerors shall submit Proposals in separate volumes:

- Volume I – TECHNICAL PROPOSAL
- Volume II – FINANCIAL PROPOSAL

### 3.2 Volume I- Technical Proposal

**Note: No pricing information is to be included in the Technical Proposal (Volume I). Pricing information is to be included only in the Financial Proposal (Volume II).**

#### 3.2.1 Transmittal Letter

A Transmittal Letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the Proposal and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. The Transmittal Letter should include the following:

1. Name and address of the Offeror;
2. Name, title, e-mail address, and telephone number of primary contact for the Offeror;
3. Solicitation Title and Solicitation Number that the Proposal is in response to;
4. Signature, typed name, and title of an individual authorized to commit the Offeror to its Proposal;
5. Federal Employer Identification Number (FEIN) of the Offeror, or if a single individual, that individual's Social Security Number (SSN);
6. Offeror's eMM number;
7. Offeror's MBE certification number (if applicable);
8. Acceptance of all State RFP and Contract terms and conditions; if any exceptions are taken, they are to be clearly identified in the Executive Summary; and
9. Acknowledgement of all addenda to this RFP.

#### 3.2.2 Format of Technical Proposal

Responses must provide complete, concise information regarding the Offeror's experience and ability to do the work, including how the Offeror's proposed system meets the requirements in Section 2 Scope of Work. It is the Offeror's responsibility to clearly communicate how its response meets or exceeds these requirements.

Responses must provide information in the same order as presented in this RFP, and with the same headings. This will not only be helpful to the evaluators of the response, but should assist the Offeror in preparing a thorough response. The Offeror's response must be signed and dated by a person authorized to legally bind the Offeror to a contractual relationship.

The Technical Proposal shall include the following sections in this order:

### 3.2.3 Title and Table of Contents

The Technical Proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents shall follow the title page for the Technical Proposal.

**Note: Information which is claimed to be confidential is to be identified after the Title page and before the Table of Contents in the Offeror's Technical Proposal. An explanation for each claim of confidentiality shall be included.**

### 3.2.4 Offeror Technical Response to RFP Requirements

The Offeror shall give a definitive section-by-section description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific equipment, methodology, techniques, and number of staff, if applicable, to be used by the Offeror in providing the required goods and services as outlined in RFP **Section 2**, Scope of Work. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan.

### 3.2.5 Offeror Experience and Past Performance

The Offeror shall describe its overall experience and past performance in providing DC power systems and system upgrades similar to what is required in the RFP. As part of this, the Offeror shall provide the organization's legal name and state of incorporation or organization (and headquarters).

### 3.2.6 Offeror References

Submit three customer references for which you must have been the primary contractor providing services similar to what is required in this RFP's Scope of Work for the references. Include the following for each of the following:

1. ▪ Company name
2. ▪ Address
3. ▪ Type of business
4. ▪ Name of contract
5. ▪ Title of contract
6. ▪ Phone number of contact
7. ▪ Date that reference started using the proposed system timekeeping system

DoIT reserves the right to eliminate from further consideration in this RFP process any Offeror who, in DoIT's opinion, receives an unfavorable report from an Offeror provided reference, or any other customer references of the Offeror. DoIT may, at its option, contact other Offeror customers for references.

### 3.2.7 Experience and Qualifications of Proposed Staff

The Offeror shall:

- A. Describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities.



- B. Include individual resumes for the personnel filling the Labor Categories in Attachment G, including any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation.
- C. Include letters of intended commitment to work on the project, including letters from any proposed subcontractor(s). Offerors should be aware of restrictions on substitution of Key Personnel prior to RFP award (see Substitution Prior to and Within 30 Days After Contract Execution in Section 2.4).

### **3.2.8 Problem Escalation**

The Offeror must provide a draft Problem Escalation Procedure that includes, at a minimum, titles of individuals to be contacted by the Contract Manager should problems arise under the Contract and explain how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner.

### **3.2.9 Completed Required Attachments**

For e-mail submissions, submit one (1) copy of each with original signatures. For paper submissions, submit two (2) copies of each with original signatures:

1. Completed Price Proposal Form (Attachment E)
2. Completed Bid/Proposal Affidavit (Attachment B)
3. Completed Contract Affidavit (Attachment C)
4. Completed Mercury Affidavit (Attachment F)

### **3.2.10 List of Current or Prior State Contracts**

Provide a list of all contracts with any entity of the State of Maryland for which the Offeror is currently performing products/services or for which products/services have been completed within the last five (5) years. For each identified contract, the Offeror is to provide:

1. The State contracting entity;
2. A brief description of the products/services provided;
3. The dollar value of the contract;
4. The term of the contract;
5. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
6. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised

Information obtained regarding the Offeror's level of performance on State contracts will be considered as part of the responsibility determination by the Procurement Officer.

### **3.2.11 Financial Capabilities**

The Offeror shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

### **3.2.12 Certificate of Insurance**

The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as



described in **Section 2.6**. See **Section 2.6** for the required insurance certificate submission for the apparent awardee.

### **3.3 Volume II- Financial Proposal**

Submit Volume II – Financial Proposal (Attachment E) according to instructions.

The Financial Proposal must contain all cost information in the format specified in Attachment B.

Note: Information which is claimed to be confidential is to be clearly identified in the Offeror's Financial Proposal. An explanation for each claim of confidentiality shall be included.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

## 4 EVALUATION CRITERIA AND PROCEDURE

### 4.1 Evaluation Committee

Evaluation of Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in Offeror oral presentations and discussions, and provide input to the Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

### 4.2 Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

#### 4.2.1 Offeror's Technical Response to Requirements and Work Plan

The State prefers an Offeror's response to work requirements in the RFP that illustrates a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed and the types of equipment proposed for the new DC Plant Power system. Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

#### 4.2.2 Experience and Qualifications of Proposed Staff

#### 4.2.3 Offeror Qualifications and Capabilities, including proposed subcontractors

Past performance will be evaluated for relevancy (similar size and scope), recently (within the past five (5) years), and performance feedback (reference checks).

### 4.3 Financial Proposal Evaluation Criteria

All Qualified Offerors will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on Attachment E - Financial Proposal Form.

### 4.4 Selection Procedures

#### 4.4.1 General

- A. The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method described in COMAR 21.05.03. The CSP method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to

be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.

- B. With or without discussions, the State may determine an Offeror to be not responsible and/or an Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award. If the State finds an Offeror to be not responsible and/or an Offeror's Technical Proposal to be not reasonably susceptible of being selected for award, that Offeror's Financial Proposal will be returned if the Financial Proposal is unopened at the time of the determination.

#### **4.4.2 Selection Process Sequence**

- A. If there is a MBE goal, a determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit is included and is properly completed, If there is a VSBE goal, a determination is made that the VSBE Utilization Affidavit and subcontractor Participation Schedule is included and is properly completed,.
- B. Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.
- C. Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.
- D. The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.

When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.

#### **4.4.3 Award Determination**

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive equal weight with financial factors.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

**ATTACHMENT A - SMALL PROCUREMENT CONTRACT**

**STATE OF MARYLAND**

**DEPARTMENT OF INFORMATION TECHNOLOGY (DOIT)**

**CONTRACT**

DC Plant Power at 6 St. Paul St. Baltimore, MD

F50B9400010

**THIS CONTRACT (the “Contract”)** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ and on behalf of the STATE OF MARYLAND, the MARYLAND Department of Information Technology (DoIT).

**IN CONSIDERATION** of the promises and the covenants herein contained, the parties agree as follows:

**1. Definitions**

In this Contract, the following words have the meanings indicated:

- 1.1. “Contract” means this contract for DC Plant Power at 6 Paul Baltimore MD
- 1.2. “Contractor” means \_\_\_\_\_, whose principal business address is \_\_\_\_\_.
- 1.3. “Contract Manager” means the individual identified on the Key Information Summary Sheet in the RFP or a successor designated by the Department or Agency.
- 1.4. “Department or Agency” means the Department of Information Technology (DoIT).
- 1.5. “Financial Proposal” means the Contractor’s financial proposal dated \_\_\_\_\_.
- 1.6. “RFP” means the Request for Proposal for DC Plant Power at 6 Paul Baltimore MD RFP F50B9400010 and any amendments thereto issued in writing by the State.
- 1.7. “Procurement Officer” means the person identified on the Key Information Summary Sheet in the RFP or a successor designated by the Department or Agency.
- 1.8. “Proposal” means, as appropriate, either or both an Offeror’s Technical or Financial Proposal.
- 1.9. “RFP” means the Request for Proposals for DC Plant Power at 6 Paul Baltimore MD Solicitation # F50B9400010 and any amendments thereto issued in writing by the State.
- 1.10. “State” means the State of Maryland.
- 1.11. DC Plant Power at 6 Paul Baltimore MD means those hardware product and services described in Section 2 of the RFP.
- 1.12. “Technical Proposal” means the Contractor’s technical proposal dated \_\_\_\_\_.

**2. Scope of Work**

- 2.1 The Contractor shall provide <products and services, as such products and services are described more fully in the RFP and in the Contractor's Proposal, attached hereto as Exhibit C. These products and services shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached and incorporated herein by reference. If there are any inconsistencies between this Contract and Exhibits A through D, the terms of this Contract shall control.

If there is any conflict among the exhibits, the following order of precedence shall determine the prevailing provision.

Exhibit A – Request for Proposals Project No. F50B9400010

Exhibit B – The Contract Affidavit dated \_\_\_\_\_ (Attachment C)

Exhibit C – The Technical Proposal

Exhibit D – The Financial Proposal

2.2 Changes. This Contract may be amended only with the written consent of both parties. Amendments may not change significantly the scope of the Contract (including the Contract price).

**3. Term of Contract.**

Performance under this Contract shall commence on \_\_\_\_\_, 20\_\_ and shall be completed no later than \_\_\_\_\_, 20\_\_.

**4. Compensation and Method of Payment.**

- (a) Compensation. The total compensation for services to be rendered by the Contractor shall not exceed \$\_\_\_\_\_.
- (b) Method of Payment. The Department or Agency shall pay the Contractor no later than thirty days after the Department or Agency receives a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, State Finance and Procurement Article, Maryland Code, are prohibited.
- (c) Tax Identification Number. The Contractor's Federal Tax Identification Number is \_\_\_\_\_. The Contractor's Federal Tax Identification Number shall appear on all invoices submitted by the Contractor to the Department or Agency for payment.

**5. Procurement Officer.**

All contact between the Department or Agency and the Contractor regarding all matters relative to this Contract shall be coordinated through the Procurement Officer.

**6. Disputes.**

Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.

**7. Termination for Convenience.**

The State may terminate this Contract, in whole or in part, without showing cause upon prior written notification to the Contractor specifying the extent and the effective date of the termination. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12(A) (2).

**8. Termination for Default.**

If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the Department or Agency may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any

damages caused to the State. Termination hereunder, including the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

**9. Termination for Nonappropriation.**

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

**10. Non-Discrimination.**

The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law, including, but not limited to, the employment provisions of §13-219 of the State Finance and Procurement Article, Maryland Code and Code of Maryland Regulations 21.07.01.08.

**11. Maryland Law Prevails.**

The law of Maryland shall govern the interpretation and enforcement of this Contract. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any software license acquired hereunder.

**12. Anti-Bribery.**

The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, partners or controlling stockholders; nor any employee of the Contractor who is directly involved in the business's contracting activities, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

**13. The Contractor shall comply with the provisions of State Finance and Procurement Article, Title 19, Annotated Code of Maryland.**

**14. Delays and Extensions of Time**

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays, interruptions, interferences, or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

**The Next Page is the Signature Page**

**IN WITNESS WHEREOF**, the parties have executed this Contract on or before the date first set forth herein.

**WITNESS/ATTEST:**

**CONTRACTOR**

\_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

**WITNESS:** Department of Information Technology (DoIT)

\_\_\_\_\_ By: \_\_\_\_\_  
Michael G. Leahy, Secretary

Approved for form and legal sufficiency this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Assistant Attorney General

**ATTACHMENT B - BID/PROPOSAL AFFIDAVIT**

**AUTHORITY**

I hereby affirm that I, \_\_\_\_\_ (name of affiant) am the \_\_\_\_\_ (title) and duly authorized representative of \_\_\_\_\_ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

**B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

The undersigned Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/proposal on this project, the Offeror has considered all Bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/proposal submitted by the Offeror on this project, and terminate any contract awarded based on the Bid/proposal. As part of its Bid/proposal, the Offeror herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Offeror agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

**B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.**

The undersigned Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority bid/proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the Bid Proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Offeror on this project, and terminate any contract awarded based on the Bid/Proposal.



**B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.**

The undersigned Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.13; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1) -(5) of this regulation.

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

\_\_\_\_\_

\_\_\_\_\_

**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:

- (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
- (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)— (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
  - (a) §7201, Attempt to Evade or Defeat Tax;
  - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
  - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
  - (d) §7206, Fraud and False Statements, or
  - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
  - (a) A court:
    - (i) Made the finding; and
    - (ii) Decision became final; or
  - (b) The finding was:
    - (i) Made in a contested case under the Maryland Administrative Procedure act; and
    - (ii) Not overturned on judicial review;

- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
- (a) A court:
    - (i) Made the finding; and
    - (ii) Decision became final; or
  - (b) The finding was:
    - (i) Made in a contested case under the Maryland Administrative Procedure act; and
    - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
- (a) A court:
    - (i) Made the finding; and
    - (ii) Decision became final; or
  - (b) The finding was:
    - (i) Made in a contested case under the Maryland Administrative Procedure act; and
    - (ii) Not overturned on judicial review; or
- (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):
- 
- 

**E. AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

---

---

**F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

- (1) The business was not established and does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
  - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
- 
- 

**G. SUBCONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

**H. AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/proposal that is being submitted; or
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/proposal price of the Offeror/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/proposal is submitted.

**I. CERTIFICATION OF TAX PAYMENT**

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, State Department of Assessments and Taxation, and Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

**J. CONTINGENT FEES**

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

**K. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

- (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
  - (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.
- (2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:
- 

**L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)**

**I FURTHER AFFIRM THAT:**

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

**M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL**

**I FURTHER AFFIRM THAT:**

In preparing its bid/proposal on this project, the Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for bid/proposals for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid/proposal submitted by the Offeror on this project, and terminate any contract awarded based on the bid/proposal.

**N. I FURTHER AFFIRM THAT:**

Any claims of environmental attributes made relating to a product or service included in the bid or bid/proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 C.F.R. §260, that apply to claims about the environmental attributes of a product, package or service in connection with the marketing, offering for sale, or sale of such item or service.

**O. ACKNOWLEDGEMENT**

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the

obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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.

**By:**

\_\_\_\_\_  
*Signature of Authorized Representative and Affiant*

**Printed Name:**

\_\_\_\_\_  
*Printed Name of Authorized Representative and Affiant*

**Title:**

\_\_\_\_\_  
*Title*

**Date:**

\_\_\_\_\_  
*Date*

**ATTACHMENT C - CONTRACT AFFIDAVIT**

**A. AUTHORITY**

I hereby affirm that I, \_\_\_\_\_ (name of affiant) am the \_\_\_\_\_ (title) and duly authorized representative of \_\_\_\_\_ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

**B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION**

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation —  domestic or  foreign;
- (2) Limited Liability Company —  domestic or  foreign;
- (3) Partnership —  domestic or  foreign;
- (4) Statutory Trust —  domestic or  foreign;
- (5)  Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID  
Number: \_\_\_\_\_ Address: \_\_\_\_\_

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID  
Number: \_\_\_\_\_ Address: \_\_\_\_\_

**C. FINANCIAL DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13 221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

**D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**



I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31. Additional information is available on the State Board of Elections website: [http://www.elections.state.md.us/campaign\\_finance/index.html](http://www.elections.state.md.us/campaign_finance/index.html).

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its Bid/Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - (c) Prohibit its employees from working under the influence of drugs or alcohol;
  - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
  - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
  - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
    - The dangers of drug and alcohol abuse in the workplace;
    - The business's policy of maintaining a drug and alcohol free workplace;
    - Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
    - The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;



(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E (2)(b), above;

(h) Notify its employees in the statement required by §E (2) (b), above, that as a condition of continued employment on the contract, the employee shall:

Abide by the terms of the statement; and

Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace no later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E (2) (h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E (2) (h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

Take appropriate personnel action against an employee, up to and including termination; or

Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E (2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E (4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

#### F. CERTAIN AFFIRMATIONS VALID

##### I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, 201\_\_\_\_, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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.

---

DC Plant Power at 6 St. Paul,  
Baltimore, MD

**RFP Number** F50B9400010

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

By: \_\_\_\_\_ (printed name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)

**ATTACHMENT D - PRE-PROPOSAL SITE VISIT DIRECTIONS**

The Pre-Proposal site visit will be held on Friday, December 14, 2018 at 10:00 A.M. local time at The William Schaefer Building 6 St. Paul Street, Baltimore, MD. Offerors will meet in lobby to be escorted to the 12<sup>th</sup> floor data center.

**ATTACHMENT E - FINANCIAL PROPOSAL INSTRUCTIONS & FORM**

**B-1 Financial Proposal Instructions**

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Financial Proposal Instructions and a Financial Proposal Form have been prepared. Offerors shall submit their Financial Proposal on the Financial Proposal Form in accordance with the instructions on the Financial Proposal Form and as specified herein. Do not alter the Financial Proposal Form or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Financial Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Financial Proposal Form.

The Financial Proposal Form is used to calculate the Offeror's TOTAL PROPOSAL PRICE. Follow these instructions carefully when completing your Financial Proposal Form:

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

**B-1 Financial Proposal Form**

The Financial Proposal Form shall contain all price information in the format specified on these pages. Complete the Financial Proposal Form only as provided in the Financial Proposal Instructions. Do not amend, alter or leave blank any items on the Financial Proposal Form. If option years are included, Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

**Solicitation Number F50B9400010**

**DC Plant Power at 6 St. Paul Baltimore MD**

**Offerors must also submit product information on the items being quoted. This information shall be included on (a) separate, clearly marked page(s) within the Financial Proposal submission.**

**Product Pricing (Fixed Price) *Add rows as necessary***

<b>Item Number</b>	<b>Item Description</b>	<b>Quantity (A)</b>	<b>Unit Price (B)</b>	<b>Extended Price (A) x (B)</b>
<b>Product Price</b>				<b>\$</b>

**Resource Pricing – Normal Operating Hours (Time and Materials) *Add rows as necessary***  
*List each Labor Category (See Attachment G) only once. If multiple resources are required, indicate by including all hours required for all resources on the labor category.*

<b>Item Number</b>	<b>Labor Category</b>	<b>Labor Rate (fully loaded) (A)</b>	<b>Estimated Hours (B)</b>	<b>Labor Cost (A) x (B)</b>
<b>Resource Price (Normal Operating Hours)</b>				<b>\$</b>

**After Hours Resource Pricing (Time and Materials). This will NOT be a part of the Evaluated Price. Add rows as necessary**

Item Number	Labor Category	After Hours Labor Rate

**Pricing Summary**

Product Pricing Total	
Resource Pricing/Normal Operating Hours Total	
<b>Total Evaluated Price</b>	<b>\$</b>

Submitted By: \_\_\_\_\_

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

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

Company Name : \_\_\_\_\_

Company Address: \_\_\_\_\_

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

FEIN: \_\_\_\_\_

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

Telephone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Fax: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

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

**Delivery Instructions**

The products listed above shall be delivered to the following addresses in the quantities listed on the dates listed.

---

DC Plant Power at 6 St. Paul,  
Baltimore, MD

**RFP Number F50B9400010**

*List all delivery sites in the following format:*

DoIT

6 St. Paul Street

Baltimore, MD 21202

*Contact Name:* James Welch

*Contact Phone:* 410-697-9392

*E-mail:* james.welch@maryland.gov

**ATTACHMENT F - MERCURY AFFIDAVIT**

**MERCURY AFFIDAVIT  
(submit with Bid/Proposal)**

**AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:**

I, \_\_\_\_\_ (name of affiant) am the  
\_\_\_\_\_ (title) and the duly authorized  
representative of \_\_\_\_\_  
(name of the business). I possess the legal authority to make this affidavit on behalf of myself and the  
business for which I am acting.

**MERCURY CONTENT INFORMATION:**

The product(s) offered do not contain mercury.

OR

The product(s) offered do contain mercury.

In an attachment to this Mercury Affidavit:

- (1) Describe the product or product component that contains mercury.
- (2) Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used.

**I ACKNOWLEDGE THAT** this affidavit is to be furnished to the procurement officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this affidavit or any contract resulting from the submission of this Bid/Proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this affidavit, (2) the contract, and (3) other affidavits comprising part of the contract.

**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.**

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

Print Name: \_\_\_\_\_  
Authorized Representative and Affiant



## ATTACHMENT G - LABOR CATEGORIES

The following are the Labor Categories for this solicitation:

### *A. Facilities Specialist*

**Position Description:** The Facilities Specialist performs installation, operation, maintenance, and repair of facilities, institutional equipment and systems. This may include, but is not limited to

1. High and low pressure steam plant boilers;
2. Security and fire systems;
3. Portable and installed generator sets;
4. Automatic transfer sets;
5. Uninterruptable power supplies;
6. Batteries and associated electrical wiring/components;
7. Air handling units, pumps, exchangers and cooling towers;
8. Carpentry, painting, plumbing and electrical and mechanical activities; and
9. Various mechanical functions associated with diagnostics, dismantling, and repair of machines and mechanical equipment.

**Education:** This position requires a High School diploma or the equivalent.

**General Experience:** The proposed candidate must have at least one (1) year of experience in facilities work or related field.

### *B. Facility Operations Engineer*

**Position Description:** The Facility Operations Engineer provides engineering support for facility and infrastructure projects. This individual supports project development, design, bid proposal, schedule development, and technical support. This individual shall manage and direct personnel in the operation, maintenance, and repair of facilities, systems, and institutional equipment; these include building, heating, ventilation and air conditioning (HVAC) systems, boiler systems, generator systems and electrical systems.

**Education:** This position requires a Bachelor's degree from an accredited college or university in Civil, Mechanical, Electrical, Industrial or Facilities Management Engineering or a related field.

**General Experience:** The proposed candidate must typically have at least eight (8) years of experience in facilities management or related field.

### *C. Project Manager, Functional*

**Position Description:** The Functional Project Manager performs day-to-day management of activities pertaining to the functional deliverables of the project. This individual is responsible for performing the following **Position Description:**

1. Facilitating State agency and Master Contractor discussions / meetings;
2. Identifying issues and risks, and recommending possible issue and risk mitigation strategies;
3. Identifying critical paths, tasks, dates, testing, and acceptance criteria;
4. Ensuring that performance is within scope, consistent with requirements, and delivered on time and within budget;

5. Providing solutions to improve efficiency (e.g., reducing costs while maintaining or improving performance levels);
6. Monitoring issues and providing resolutions for up-to-date status reports; and
7. Demonstrating excellent writing and oral communications skills.

**Education:** This position requires a Bachelor's degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or a related discipline.

**General Experience:** The proposed candidate must have at least five (5) years of experience in project management.

**Specialized Experience:** The proposed candidate must have at least five (5) years of experience managing related projects. This individual must have experience in a leadership role for at least three (3) successful projects that were delivered on time and within budget, including a project similar in size to the State of Maryland.