



CONSULTING AND TECHNICAL SERVICES II (CATS II)

TASK ORDER REQUEST FOR PROPOSALS (TORFP)

DEAL ISLAND TOWER CONSTRUCTION

CATS II TORFP # K00P3400586

DEPARTMENT OF NATURAL RESOURCES (DNR)

ISSUE DATE: 11/19/2012

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KEY INFORMATION SUMMARY SHEET

This CATS II TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS II Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a TO Proposal to this TORFP. Master Contractors choosing not to submit a proposal shall submit a Master Contractor Feedback form. The form is accessible via your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS II RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B9800035, including any amendments.

TORFP Title:	Deal Island Tower Construction
Functional Area:	FA 13: Tower Installation
TORFP Issue Date:	11/19/2012
Closing Date and Time:	12/10/2012 at 2:00pm
TORFP Issuing Agency:	Department of Natural Resources
Send Questions and Proposals to:	Mr. Jonathan Manley 580 Taylor Ave, D-4 Annapolis, MD 21401 jmanley@dnr.state.md.us fax – 410.260.8373
TO Procurement Officer:	Mr. Jonathan Manley jmanley@dnr.state.md.us
TO Manager:	Mr. Ed Ryan gryan@dnr.state.md.us
TO Project Number:	K00P3400586
TO Type:	Fixed Price
Period of Performance:	45 days from issuance of a Notice to Proceed (NTP)
MBE Goal:	3 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	10385 Ralph Abbott Road, Deal Island, MD 21821
TO Pre-proposal Conference:	10385 Ralph Abbott Road, Deal Island, MD 21821 12/5/2012 at 11:00am Site walk is mandatory See Attachment 6 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. **Please ensure that email does not exceed 10 MB.** The "subject" line in the e-mail submission shall state the TORFP # K00P3400586. The first file shall be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP # K00P3400586 Technical." The second file shall be the financial response to this CATS II TORFP and titled, "CATS II TORFP # K00P3400586 Financial." The following proposal documents must be submitted with required signatures as ".PDF" files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 – MBE Forms D-1 and D-2
- Attachment 4 – Conflict of Interest and Disclosure Affidavit
- Attachment 13 – Living Wage Affidavit of Agreement
- Attachment 16 – Construction Schedule

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

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

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and shall do so impartially and without any conflicts of

interest. Each Master Contractor shall complete and include the Attachment 4 - Conflict of Interest Affidavit form, attached to this TORFP, with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to, or could in the future give rise to, a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at 580 Taylor Ave - D4, Annapolis, MD 21401. Offerors that review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

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

1.8 LIMITATION OF LIABILITY CEILING

Pursuant to Section 27 (C) of the CATS II Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount.

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT is responsible for contract management oversight on the CATS II Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS II TOs. This process shall typically apply to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS II TOs are subject to review.

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist according to its instructions. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend it to DoIT.

1.10 PROMPT PAYMENT OF SUBCONTRACTORS

This TOA and all subcontracts issued under this TOA are subject to the provisions of State Finance and Procurement Article, §15-226, Annotated Code of Maryland, and COMAR 21.10.08. In §A-D, the terms "undisputed amount," "prime contractor," "contractor," and "subcontractor" have the meanings stated in COMAR 21.10.08.01.

A Master Contractor shall promptly pay its subcontractors an undisputed amount to which a subcontractor is entitled for work performed under this contract within 10 days after the contractor receives a progress payment or final payment for work under this contract.

If a Master Contractor fails to make payment within the period prescribed in §B, a subcontractor may request a remedy in accordance with COMAR 21.10.08.

A Master Contractor shall include in its subcontracts for work under this contract, wording that incorporates the provisions, duties and obligations of §A-D, State Finance and Procurement Article §15-226, Annotated Code of Maryland, and COMAR 21.10.08.

1.11 DIFFERING SITE CONDITIONS

Once awarded, the TO Contractor shall promptly, and before such conditions are disturbed, notify the TO Manager in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this TORFP, or (2) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this TORFP. The TO Manager shall promptly investigate the conditions, and if the TO Manager finds that such conditions do materially so differ and cause an increase or decrease in the TO Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

No claim of the TO Contractor under this clause shall be allowed unless the TO Contractor has given the notice required in above; provided, however, the time prescribed therefore may be extended by the State.

No claim by the TO Contractor for an equitable adjustment here under shall be allowed if asserted after final payment under this contract.

1.12 SITE INVESTIGATION

The Master Contractor acknowledges that the Master Contractor has investigated and is satisfied as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Master Contractor further acknowledges that it is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the State, as well as from information presented by the drawings and specifications made a part of this contract. Any failure by the Master Contractor to acquaint itself with the available information may not relieve the Master Contractor from responsibility for estimating properly the difficulty or cost of successfully performing the work. The State assumes no responsibility for any conclusions or interpretations made by the Master Contractor on the basis of the information made available by the State.

1.13 WARRANTY

All tower materials, galvanizing, tower foundation materials, tower structures and all attachments and appurtenances thereto shall be guaranteed against defects in material and workmanship for a minimum of five (5) years after final, written acceptance of the project.

All other materials and labor provided by the Master Contractor shall be guaranteed against defects in materials and workmanship for a minimum of two (2) years after final, written acceptance of the project.

After the initial, two-year warranty period, the State, at its discretion, may reduce the performance bond amount to 40% of the total contract price.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

DNR is issuing this CATS II TORFP for the purchase and turnkey installation of one (1) 140 ft., self-supporting communications tower and associated foundation and other site improvements including camera, radar and microwave asset installation and configuration in Deal Island. Finally, this tower will be integrated into the existing state communications infrastructure by installation and configuration of a microwave asset on the Maryland State Police Princess Anne tower.

2.2 ROLES AND RESPONSIBILITIES

2.2.1 TO Procurement Officer– DNR representative responsible for managing the TO solicitation and award process, change order process, and resolution of TO Agreement scope issues.

2.2.2 TO Manager – Individual that coordinates the CATS II, FA13 Master Contractors, subcontractors and daily operations of the project. DNR representative responsible for managing the day to day activities of the TO including the direct supervision of the TO Contractor personnel. The TO Manager will also be responsible for preparing the TO solicitation, review and approval of proposed change orders, review and approval of proposed substitution of personnel, reviewing and approving invoices and monitoring and reporting Contractor personnel performance.

2.2.3 TO Contractor Project Manager (PM) – TO Contractor shall provide one PM to coordinate all daily operations and subcontractor activities. The PM's contact info will be supplied in the proposal. It shall include his/her name, cell, landline, email and mailing address. Direct coordination with subcontractors shall only occur during extraneous situations and is strongly discouraged. The PM shall oversee their personnel assigned under this TO. This representative will be the point of contact for managing and correcting any disputes related to this TO. This representative will also be responsible for the preparation and submittal of invoices by the due date defined in this TO as well as any other correspondence relating to this TO and its activities.

2.3 REQUIREMENTS

For the work to be completed by the TO Contractor, please refer to Attachment 5, Technical Specifications and supporting documentation such as Attachments 14, 15, 16, 17, 18, and 19 for the equipment and services to be provided by the TO Contractor.

2.4 DELIVERABLES

2.4.1 DELIVERABLE SUBMISSION PROCESS

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2000, Microsoft Project 2000 and/or Visio 2000.

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

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.

- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the section of the deliverable being discussed.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

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

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor shall incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference Section 2.8 Invoicing).

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

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

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

2.4.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

ID #	Deliverable /Milestone Description	Acceptance Criteria	Due Date / Frequency
2.4.2.1	Project Schedule	Microsoft Project document suitable for tracking all current and pending activities. At a minimum, the schedule shall show milestones, deliverables, times of performance, degrees of completion and resources for all activities starting with NTP and ending with final deliverables. This is a single, periodically updated deliverable encompassing all activities. Tasks shall be broken down to no less than 8 hours and no greater than 80 hour durations.	NTP + 1 week. Then weekly thereafter on Thursdays No Later Than (NLT) 4 PM EST for the duration of the project or as required.
2.4.2.2	Civil Construction Improvements: - Clearing & Grading - (2) 24 inch wide no cantilever ice bridges	TO Manager shall sign off on civil construction improvements after performing a visual inspection. Maryland Department of the Environment (MDE) and State Highway Administration (SHA) Gray Book standards will be used by the TO Manager as the basis for acceptance of this deliverable.	NTP + X calendar days*
2.4.2.3	Foundation Designs and	TO Contractor shall furnish two (2) copies of	NTP + X calendar days*

ID #	Deliverable /Milestone Description	Acceptance Criteria	Due Date / Frequency
	Ground Loading Calculations	foundation designs and the ground loading calculations certified by a Maryland registered Professional Engineer (P.E.) to DNR. The TO Contractor shall furnish a statement that the engineered tower foundations and the calculated ground loadings meet the manufacturer's recommended requirements.	
2.4.2.4	Tower Foundation	TO Manager will sign off on the completion of this milestone after visually inspecting the tower foundation and deeming it satisfactory to meet performance expectations detailed in Attachment 5.	NTP + X calendar days*
2.4.2.5	Tower Purchase and Delivery	TO Manager will sign off on the completion of this milestone after visually inspecting the tower at the time of steel delivery to site and deeming it satisfactory to meet performance expectations detailed in Attachment 5. Galvanizing, welds, flanges, overall design and condition will be inspected by the TO Manager.	NTP + X calendar days*
2.4.2.6	Tower Erection on Deal Island	TO Manager will sign off on the completion of this milestone after visually inspecting the tower after erection but before installations and deeming it satisfactory to meet performance expectations detailed in Attachment 5. Galvanizing, welds, flanges, overall design and condition will be inspected by the TO Manager.	NTP + X calendar days*
2.4.2.7	Installation of one (1) Kelvin Hughes Sharp Eye radar on Deal Island tower including mounting and connection	TO Manager will be on site to witness mounting and connection of the Kelvin Hughes Sharp Eye radar and will sign off on the completion of this deliverable after a visual inspection of the unit and verification of connection has been made and deemed satisfactory.	NTP + X calendar days*
2.4.2.8	Installation of one (1) Flir HRC camera on Deal Island tower including mounting and connection	TO Manager will be on site to witness mounting and connection of the Flir HRC camera and will sign off on the completion of this deliverable after a visual inspection of the unit and verification of connection has been made and deemed satisfactory.	NTP + X calendar days*
2.4.2.9	Installation of one (1) Radiowave microwave antenna and RAD Airmux 400 ODU on Deal Island tower including mounting and connection	TO Manager will be on site to witness mounting and connection of the Radiowave microwave antenna and RAD Airmux 400 ODU and will sign off on the completion of this deliverable after a visual inspection of the unit and verification of connection has been made and deemed satisfactory.	NTP + X calendar days*
2.4.2.10	Installation of three (3) Sinclair SD212-SF2PSNM VHF antennas on Deal Island including mounting and connection	TO Manager will be on site to witness mounting and connection of the Sinclair SD212-SF2PSNM VHF antennas and will sign off on the completion of this deliverable after a visual inspection of the unit and verification of connection has been made and deemed satisfactory.	NTP + X calendar days*
2.4.2.11	Installation of three (3) Comprod UHF antennas on Deal Island tower including mounting and connection	TO Manager will be on site to witness mounting and connection of the Comprod UHF antennas and will sign off on the completion of this deliverable after a visual inspection of the unit and verification of connection has been made and deemed satisfactory.	NTP + X calendar days*
2.4.2.12	Installation of one (1) Radiowave microwave antenna and RAD Airmux 400 ODU on Princess Anne	TO Manager will be on site to witness mounting and connection of the Radiowave microwave antenna and RAD Airmux 400 ODU and will sign off on the completion of this deliverable after a visual inspection	NTP + X calendar days*

ID #	Deliverable /Milestone Description	Acceptance Criteria	Due Date / Frequency
	tower including mounting and connection	of the unit and verification of connection has been made and deemed satisfactory.	
2.4.2.13	Close-out binder	Submitted to TO Manager prior to billing for final invoice. One (1) copy shall be submitted to the TO Manager and another copy shall be left on site. Contents shall comply with Attachment 15 to be considered complete.	NTP + X calendar days*

Acceptance by the State of the work to be performed hereunder shall be final and conclusive except in regards to latent defects, fraud, or such gross mistakes as may amount to fraud, or in regards to any warranty or guaranty hereunder.

Note: The asterisk (*) denotes the dates submitted in the TO Contractor’s Construction Schedule (see Attachment 16 – Construction Schedule). Because deliverable due dates are dependent upon the State’s declaration of a NTP, the Construction Schedule timing shall be expressed in terms of NTP + X calendar days. Please check the Attachment 15 for the final acceptance standard information.

2.5 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

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

- The State’s System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture

The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute’s Project Management Body of Knowledge Guide. TO Contractor’s staff and subcontractors are to follow a consistent methodology for all TO activities.

2.6 TO CONTRACTOR MINIMUM QUALIFICATION

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

- Have the requisite certifications issued by the chosen tower manufacturer. Certifications shall be submitted as part of Technical Proposal as proof.
- Have similar project experience (e.g. successfully implemented 2-3 similar projects).

2.7 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The TO Contractor and any subcontractors shall document a professional level of expertise in:

- Construction of communication towers (minimum of three years within the past five years).
- Installation of antenna on communication towers (minimum of three years within the past five years).

- Maryland registered Professional Engineer Certification
- Project manager shall have
 - o Minimum X years managed similar projects
 - o Possess Project Management Professional Certification through PMI

2.8 INVOICING

Payment will only be made upon completion and acceptance of the deliverables defined in Section 2.4.2.

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

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

2.8.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the DNR as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Agency Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the DNR at the following address:

DNR – Natural Resources Police
ATTN: Tim Bowman
580 Taylor Ave, E3
Annapolis, MD 21401
- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.9 INSURANCE

The Contractor shall at all times have and maintain comprehensive Liability Insurance in the following minimum amounts: for bodily injury, One Million Dollars (\$1,000,000) per occurrence, Five Hundred Thousand Dollars (\$500,000) per person, and for property damage, Five Hundred Thousand Dollars (\$500,000) per occurrence. Certificates of such insurance acknowledging the Hold Harmless Clause contained in this document shall be filed with the Department.

Any damage to finished surfaces, surrounding areas, equipment shelter, etc., from this installation shall be repaired to the damaged party's satisfaction at the TO Contractor's expense. The TO Contractor shall maintain liability in the event of an accident at the site. The policy is to cover the TO Contractor and all subcontractor personnel as well as property liability coverage. The amount of this insurance shall be no less than \$1,000,000. Proof of this insurance shall be submitted in the Technical Proposal.

2.10 MBE PARTICIPATION REPORTS

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

2.11 CHANGE ORDERS

(1) The TO Procurement Officer unilaterally may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes:

- (a) In the specifications (including drawings and designs):
- (b) In the method or manner of performance of the work;
- (c) In the State-furnished facilities, equipment, materials, service, or site; or
- (d) Directing acceleration in the performance of the work.

(2) Any other written order or an oral order, including a direction, instruction, interpretation or determination, from the TO Procurement Officer that causes any such change, shall be treated as a change order under this clause, provided that the TO Contractor gives the TO Procurement Officer written notice stating the date, circumstances, and source of the order and that the TO Contractor regards the order as a change order.

(3) Except as herein provided, no order, statement, or conduct of the TO Procurement Officer shall be treated as a change under this clause or entitle the TO Contractor to an equitable adjustment hereunder.

(4) Subject to paragraph (6), if any change under this clause causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by an order, an equitable adjustment shall be made and the contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under paragraph (2) above shall be allowed for any costs incurred more than 20 days before the TO Contractor gives written notice as therein required; and provided further, that in the case of defective specifications for which the State is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the TO Contractor in attempting to comply with such defective specifications.

(5) If the TO Contractor intends to assert a claim for an equitable adjustment under this clause, he shall, within 30 days after receipt of a written change order under paragraph (1) above or the furnishing of written notice under paragraph (2) above, submit to the TO Procurement Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the State. The statement of claim hereunder may be included in the notice under paragraph (2) above.

(6) Each contract modification or change order that affects contract price shall be subject to the prior written approval of the TO Procurement Officer and other appropriate authorities and to prior certification of the appropriate fiscal authority of fund availability and the effect of the modification or change order on the project budget or the total construction cost. If, according to the certification of the fiscal authority, the contract modification or change order will cause an increase in cost that will exceed budgeted and available funds, the modification or change order may not be made unless sufficient additional funds are made available or the scope of the project is adjusted to permit its completion within the project budget.

(7) No claim by the TO Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS II TORFP shall respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed Master Contractor Feedback Form. The feedback form helps the State understand for future contract development why Master Contractor did not submit proposals. The form is accessible via the CATS II Master Contractor login screen and by clicking on TORFP Feedback Response Form from the menu.

3.2 FORMAT

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

3.2.1 TECHNICAL PROPOSAL

A) Proposed Services

- 1) Executive Summary: A high level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's capabilities and experience, and summarize the proposed methodology and solution for achieving the objectives of the TORFP.
- 2) Proposed Solution: A detailed narrative of the Master Contractor's proposed methodology and solution for completing the requirements and deliverables in Section 2 - Scope of Work. This section shall include a comprehensive schedule of tasks and estimated times frames for completing all requirements and deliverables, including any tasks to be performed by State or third party personnel.
- 3) Draft Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Section 2 - Scope of Work. The WBS shall reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties as appropriate, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 2 – Scope of Work, the deliverable version shall be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.
- 4) Attachment 16 – Construction Schedule in draft form. The final schedule shall be a deliverable under the task order and the TO Contractor shall be bound by this schedule. The Construction Schedule may include tasks to be performed by the State or third parties as appropriate.
- 5) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version shall be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.
- 6) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractor shall not include assumptions that are exceptions to TORFP terms and conditions.
- 7) Organization Chart: Identify all permanent personnel and subcontractors working on the project.

- 8) Tower Technical Details: A description of the manufacture, any technical documents related to the tower and tower foundation design. This will include, but is not limited to, preliminary shop drawings, technical sheets or correspondence from the manufacturer. List assumptions used for the tower design.
 - 9) Proposed Tools: A description of any tools that will be used to facilitate the work.
 - 10) Documents:
 - a) Proof of Insurance coverage as detailed in Section 2.9 – Insurance
 - b) Attachment 4 – Conflict of Interest and Disclosure Affidavit
 - c) Attachment 13 – Living Wage Affidavit
- B) Proposed Personnel
- 1) Identify and provide resumes for all proposed personnel by labor category. The resume shall feature prominently the proposed personnel’s skills and experience as they relate to the Master Contractor’s proposed solution and Section 2 – Scope of Work.
 - 2) Provide certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.
 - 3) Provide the names and titles of the Master Contractor’s management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
- C) MBE Participation
- Submit completed MBE documents, Attachment 2 - Forms D-1 and D-2.
- D) Subcontractors
- Identify all proposed subcontractors, working on the project by name, including MBEs, and their roles in the performance of Section 2 - Scope of Work. Resumes of proposed subcontractor key supervisors and leadership shall be included.
- E) Master Contractor and Subcontractor Experience and Capabilities
- Provide up to three examples of projects or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Each example shall include contact information for the client organization complete with the following:
- a) Name of organization.
 - b) Point of contact name, title, telephone number and email address
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
- 4) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
- a) Name of organization.
 - b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
 - e) Dollar value of the contract.

- f) Whether the contract was terminated before the original expiration date.
- g) Whether any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section E2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

F) Proposed Facility

Identify Master Contractor's facilities, including address, from which any work shall be performed.

G) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

H) Confidentiality

A Master Contractor shall give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, shall not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer shall be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 FINANCIAL PROPOSAL

A) Assumptions

Master Contractors shall provide a description of any assumptions on which the Master Contractor's Financial Proposal is based (assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);

B) Attachment 1 - Completed Price Proposal

SECTION 4 – TASK ORDER AWARD PROCESS

4.1 OVERVIEW

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

4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

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

- A) Expertise, experience and credentials of proposed personnel. This shall include, but is not limited to:
 - 1) Master Contractor's Project Manager
 - 2) Subcontractor personnel in key leadership roles
 - 3) Master Contractor's leadership/executives
 - 4) Subcontractor's leadership/executives
 - 5) Any other pertinent personnel proposed by the Master Contractor; not limited to foremen, specialized sub-contractors, inspectors, etc.
- B) Master Contractor's proposed solution
- C) Attachment 16 – Proposed Construction Schedule for completion of project
- D) Past performance of the Master Contractor in constructing communication tower sites
- E) Safety policies/procedures

4.3 SELECTION PROCEDURES

- A) The TO Procurement Officer will review the proposals for compliance with the MBE requirements. Master Contractors who fail to meet this requirement will not have their proposals considered.
- B) The Master Contractor and proposed personnel will be assessed for compliance with the expertise and minimum qualifications in Sections 2.6 and 2.7 of the TORFP. Master Contractors who fail to meet the required expertise and minimum qualifications will be disqualified and their proposals eliminated from further consideration.
- C) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive email notice from the TO Procurement Officer of not being selected to perform the work. Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- D) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, price will have the greatest merit.

4.4 COMMENCEMENT OF WORK UNDER A TO Agreement

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (TO Contractor), a Purchase Order, and by a NTP authorized by the TO Procurement Officer.

ATTACHMENT 1 – PRICE PROPOSAL



TORFP #:
K00P3400586

Site: Deal Island
Tower

#	Project Line Item	Price
2.4.2.1	Project Schedule	
2.4.2.2	Civil Construction Improvements (Clearing & Grading, Ice Bridge)	
2.4.2.3	Foundation Designs and Ground Loading Calculations	
2.4.2.4	Tower Foundation	
2.4.2.5	Tower Purchase and Delivery	
2.4.2.6	Tower Erection	
2.4.2.7	Installation of one (1) Kelvin Hughes Sharp Eye radar on Deal Island tower including mounting and connection	
2.4.2.8	Installation of one (1) Flir HRC camera on Deal Island tower including mounting and connection	
2.4.2.9	Installation of one (1) Radiowave microwave antenna and RAD Airmux 400 ODU on Deal Island tower including mounting and connection	
2.4.2.10	Installation of three (3) Sinclair SD212-SF2PSNM VHF antenna on Deal Island tower including mounting and connection	
2.4.2.11	Installation of three (3) Comprod UHF antenna including mounting and connection	
2.4.2.12	Installation of one (1) Radiowave microwave antenna and RAD Airmux 400 ODU on Princess Anne tower including mounting and connection	
2.4.2.13	Close-Out Binder	

Total Evaluated Price:

Submitted by:

Authorized Signature

Title

Printed Name of Authorized Signature

Federal Employer Number

Company

Date

Phone #

Address

SUBMIT COMPLETED DOCUMENT AS A PDF WITH SIGNATURE

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

CATS II TORFP # K00P3400586

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

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

ATTACHMENT 2 – MBE FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

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

In conjunction with the offer submitted in response to TORFP No. K00P3400586, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of three (3) percent and, if specified in the TORFP, sub-goals of [redacted] percent for MBEs classified as African American-owned and [redacted] percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

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

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

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

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

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

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number K00P3400586	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION: _____ %

TOTAL WOMAN-OWNED MBE PARTICIPATION: _____ %

TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION: _____ %

Document Prepared By: (please print or type)

Name: _____ Title: _____

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # K00P3400586, I state the following:

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

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

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

4. Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

 This project does not involve bonding requirements.

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

_____ By: _____
Offeror Name Name

_____ _____
Address Title

_____ _____
Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

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

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

in conjunction with TORFP No. K00P3400586, it and _____,
(Subcontractor Name)

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

(Describe work to be performed by MBE):

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

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS II TORFP # K00P3400586 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	---

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above:			
1.			
2.			
3.			
Total Dollars Unpaid: \$ _____			

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

Return one copy of this form to the following addresses:

Ed Ryan Director Wireless Communications Department of Natural Resources 580 Taylor Ave, D-4 Annapolis, MD 21401 gryan@dnr.state.md.us	Jonathan Manley Director Project Management Department of Natural Resources 580 Taylor Ave, D-4 Annapolis, MD 21401 jmanley@dnr.state.md.us
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Signature: _____ Date: _____

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

MBE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): __/_____ Report Due By the 15th of the following Month.	CATS II TORFP # K00P3400586 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
List all payments received from Prime TO Contractor during reporting period indicated above. 1. _____ 2. _____ 3. _____ Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. _____ 2. _____ 3. _____ Total Dollars Unpaid: \$ _____	
Prime TO Contractor: _____		Contact Person: _____

Return one copy of this form to the following addresses:

Ed Ryan, Dir Wireless Communications Department of Natural Resources 580 Taylor Ave, D-4 Annapolis, MD 21401 gryan@dnr.state.md.us	Jonathan Manley, Dir Project Management Department of Natural Resources 580 Taylor Ave, D-4 Annapolis, MD 21401 jmanley@dnr.state.md.us
--	---

Signature: _____ Date: _____

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS II TORFP# K00P3400586 OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this day of Month, 201X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Department of Natural Resources.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the Department of Natural Resources, as identified in the CATS II TORFP # K00P3400586.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # K00P3400586, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and TO Contractor dated _____.
 - d. “TO Procurement Officer” means Jonathan Manley. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between Department of Natural Resources and TO Contractor.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means Ed Ryan of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated date of TO Proposal - Financial.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

8. Scope of Work
 - 1.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 1.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. CATS II TORFP
 - c. TO Proposal-Technical
 - d. TO Proposal-Financial
 - 1.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement

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

9. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of _____, commencing on the date of Notice to Proceed and terminating on **Month Day, Year**.

10. Consideration and Payment

1.4 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS II TORFP and shall not exceed the total amount of the task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

1.5 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS II TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

1.6 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.

1.7 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

By: Jonathan Manley, TO Procurement Officer

Date

Witness: _____

**ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND
DISCLOSURE**

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – TECHNICAL SPECIFICATIONS

TORFP WORK# K00P3400586

1. Summary

This task order is for the purchase and turnkey installation of one (1) 140 ft. self-supporting tower for the State of Maryland DNR at the following location:

Deal Island
10385 Ralph Abbott Road
Deal Island, Somerset County, MD 21821

Grid Coordinates: Latitude: 38.1681 Longitude: -75.9478

The TO Contractor shall comply with all applicable sections of the MD SHA Standards of Construction Specifications for Construction and Materials, July 2008 (Grey Book) available at <http://www.sha.maryland.gov/ohd/frontpage.pdf>.

This task order also calls for the connection to DNR network via microwave transmission to MSP Princess Anne tower at the following location:

Princess Anne
30581 Perry Road
Princess Anne, MD 21853

Grid Coordinates: Latitude: 38.160278 Longitude: -75.692083

2. TORFP Specifications

The TO Contractor shall provide all coordination, functions, labor, materials, insurance and purchase items required to install a fully functional maritime law enforcement wireless communications site in accordance with the following specifications:

A. Site Preparation Work

TO Contractor shall:

1. Locate any buried electrical, sanitary sewer/septic system, water or other utility and/or telephone cables on all of the property affected by the tower site construction and install electrical and communications conduits as identified in this TORFP.
2. Supply all concrete from a State certified / SHA approved plant. Supplied concrete shall meet ASTM, SHA, and tower designer specifications and comply with Section 902 of the Grey Book. TO Contractors shall use a SHA-approved concrete mix that complies with the tower foundation designers' specifications.
3. Construct the tower foundation per tower manufacturer's specifications.
4. Install tower ground rings per the latest version of Motorola R56 installation standards. This will include at least two test wells. Test wells shall not interfere with vehicular traffic. Locations will be verified by the TO Manager

5. Restore, upon completion of tower and site improvements, all areas of grass or existing pavement which have been disturbed during construction.

B. Specifications for Tower and Tower Foundation Materials

TO Contractor shall construct the tower according to the following specifications:

1. The tower shall be a solid steel leg constructed, self-supporting, 140-ft tower. The tower shall be constructed of high-strength steel of United States origin. All components and hardware shall be hot-dip galvanized with a zinc coating (per TIA/EIA standards) after fabrication. A zinc coating shall be permanently fused to the steel, so all surfaces are protected and no painting is required for rust protection. Upon delivery, the tower shall be subject to approval by the TO Manager.
2. Exact placement of the tower and shelter shall be coordinated by the TO Contractor with the TO Manager.
3. The tower shall meet or exceed the latest TIA/EIA 222-G standards for this type of tower per the table below. It shall be designed to carry the number and type of antennas as per attached 140-ft State Tower loading plan (see TORFP Attachment #17 - Tower Loading Plan). The tower and associated installation shall conform to all local, county, state and federal codes. The State of Maryland shall be responsible for obtaining Federal Aviation Administration (FAA) approval and permits. The tower shall be designed with the following 222-G design criteria:

Three second wind gust:	150 MPH
Three second wind gust concurrent with radial ice:	125 MPH
Concurrent radial ice:	1/2IN
Structure classification:	III
Exposure category:	B
Topographic category:	1
Crest Height:	N/A

4. The bottom 20 feet (minimum) of the tower shall have K-bracing construction to allow for ingress and egress under the tower.
5. Spacing between tower legs shall not exceed 14 ft. If using a pad and pier foundation, TO Contractor shall keep the pad to no more than 20 ft. x 20ft.
6. Proper and thorough grounding and bonding methods in accordance with currently published Motorola R56 standards shall be employed to provide maximum lightning protection.
7. The TO Contractor shall use soil borings supplied by the State for analysis to assure that the engineered tower foundation and the calculated ground loadings are acceptable. The TO Contractor shall furnish two (2) copies of the foundation designs and the ground loading calculations certified by a Maryland registered Professional Engineer to the Maryland DNR. The TO Contractor shall furnish a statement that the engineered tower foundations and the calculated ground loadings meet the manufacturer's recommended requirements.

8. Step bolts on one leg, safety climb and grounding bars shall be furnished and installed by the TO Contractor as part of the tower. Safety climb stand offs shall be of sufficient length to ensure the safety climb does not rub on the flanges. Step bolt mounts shall be permanently attached to the side of the climbing leg instead of the face/apex of the climbing leg. Tower ground bus bars shall be grounded to the tower ground ring and bonded directly to the tower structure through the use of stainless steel hardware. Tower ground bus bars shall be a minimum of ¼" x 4" x 24", (minimum 33 hole pairs) copper bars. One tower bus bar shall be provided for each shelter installed.
9. The tower shall be designed to accommodate one (1)"State" cable ladder (supplied by the TO Contractor). The single cable ladder shall accommodate at least twelve (12) ¾ in. snap-ins and be at least two (2) ft. wide. The single cable ladder shall run up the approximate center of the tower face.
10. All leg and leg flange PL material shall be American Society for Testing and Materials (ASTM) A-572 grade 50 ($F_y \geq 50$ ksi). All other material shall be ASTM A36 ($F_y \geq 36$ ksi).
11. Anchor bolts shall comply with ASTM A449 and be any number or size determined by the tower designer to comply with the requested load requirements.
12. Tower foundation concrete strength shall be at least 4000 PSI or the tower foundation designer's recommendation; whichever is greater. Concrete testing shall be conducted in accordance with DoIT's concrete inspection policy memorandum (see TORFP Attachment #19). Test cylinders shall be crushed and results provided to the TO Manager prior to stacking the tower. Tower erection shall NOT commence until verification is provided that the concrete has reached the minimum compressive strength. Compressive strength can be tested prior to 28 days to expedite the tower erection, but this does not exclude the TO Contractor's responsibility to supply 28 day crush reports.
13. Non-chloride, non-corrosive concrete set accelerate may be utilized in compliance with ASTM-C-494 type C and ACI-318.
14. Water reducing admixture may be utilized in compliance with ASTM-C-494.
15. All admixtures shall be dispensed into fresh concrete and sufficiently mixed. All admixtures shall be added separately.
16. TO Contractor shall provide minimum concrete cover of 3" on all steel.
17. TO Contractor shall crown top of piers for drainage and chamfer all exposed concrete edges 1".
18. Compact backfill in 9" lifts. TO Contractor shall remove all forms prior to backfill.

C. Equipment Shelter Specifications

TO Contractor shall install equipment into the existing shelter (as diagrammed in Attachment 18) according to the following specifications:

1. All low voltage wiring (i.e. alarm, control, etc.) shall be routed in separate conduits in accordance with the national electrical code.
2. Power to the shelter shall be fed through a properly sized 240-Volt, fused single-phase disconnect switch mounted on the exterior wall of the shelter. Shelter shall be supplied by the Department.

3. All grounds shall be bonded together. This includes the equipment shelter grounding systems, the ice bridge and the tower. The ground test reading shall not exceed five (5) Ohm meters (OHMs). The State shall test all grounds using a fall-of-potential method test to determine compliance. In the event five (5) OHMs cannot be reached by reasonable means and through no fault of the TO Contractor, the State will determine the course of action to be taken by the TO Contractor at an additional cost to the State. Grounds shall test fewer than 10 OHMs for the site to be acceptable for reasons of personal safety.

D. Specifications for Tower Installation and Site Work

TO Contractor shall perform the following tasks for the tower installation:

1. Purchase and delivery of one (1) fully functional, 140 feet above ground level, three (3) legged, solid legged, heavy duty, self-supporting, two-way microwave radio tower.
2. Install the tower including placing a foundation which is certified, signed and stamped by a Maryland registered Professional Engineer (certification for PE shall be provided with the response to the bid) that it is designed in accordance with the tower manufacturer’s recommendations based upon the soil borings provided by the State (see TORFP Attachment #14 – Record of Soil Exploration).
3. Furnish and install one (1) cable ladder on one face of the tower.
4. Erect to a height of 140 feet above ground level (AGL) in such a manner as to assure straightness and plumb.
5. Purchase and install one (1) extruded metal, 24-inch wide, no cantilever ice-bridges with a four tier “tee” or “tree” trapeze cable management systems to facilitate easy installation and removal of cables, such as Andrew WB-T24-4 or suitable equivalent. Ice bridge posts shall be no less than 3” in diameter, spaced no more than 6 feet apart. Posts will be buried 36” encased in concrete. The ice bridges shall be routed in accordance with the TO Manager’s instructions and shall be no longer than 10 feet in length and electrically insulated from the tower. The trapeze sections shall be no more than four (4) feet apart. The ice bridges shall be bonded to the external ground bus bars.
6. Purchase all supplied materials and not lease any materials.
7. Provide placards affixed to every equipment and generator room door stating there is Electro Magnetic Energy dangers. The TO Contractor shall provide placards affixed to every vehicle and main gate indicating the site is alarmed and under 24 hour surveillance. The signs shall say: “Private property – No trespassing. This site is monitored by remote surveillance equipment. Equipment and entrances are alarmed and will notify local police of any intrusion.”

E. Specifications for Maritime Law Enforcement and Communications Equipment Installation

1. The Department will supply:

<u>Quantity</u>	<u>Description</u>
3	Sinclair SD212-SF2PSNM VHF antenna
3	Comprod UHF antenna
1	Kelvin-Hughes radar with 18 ft. antenna
1	Flir HRC-U Daylight/Infrared camera assembly

1	Set of associated cables for the Kelvin-Hughes radar
1	Set of associated cables for the Flir HRC-U camera
1	Mounting bracket for the Kelvin-Hughes radar
1	Mounting bracket for the Flir HRC-U camera
2	Radiowave 3 ft. microwave antennas
2	RAD Airmux 400 ODUs
2	Sets of cables for the Radiowave antennas and RAD airmux units
1,600ft	LCF78-50JA 7/8" Standard Foam Hard Line
12	7/8" Rapid fit N/F LCF78-50JA connectors
18	7/8" Grounding Kit - 5ft
6	6ft Stand-off Brackets
6	Poly-Phaser IS-B50LN-C2-MA
6	Andrew MS-SB50 adapter clamp set

2. The TO Contractor's pricing shall include all required pop-ins and any other small hardware required for the complete installation of the required equipment antennas.

Deal Island Site

TO Contractor shall:

- Install one (1) Kelvin-Hughes radar assembly (including mounting bracket, power supply and 12 ft. antenna) on top of the tower;
- Install the Department-supplied Kelvin-Hughes power and communications cable assemblies;
- Install the Flir HRC-U camera at the 135 ft. level of the tower on the leg designated by the TO Manager;
- Install the Department-supplied Flir power and communications cable assemblies;
- Install one (1) Radiowave microwave antenna and the RAD Airmux 400 ODU at the 130 foot level of the tower on the leg designated by the TO Manager;
- Install the Department-supplied RAD power and communications cable assemblies;
- Install one (1) Sinclair SD212-SF2PSNM VHF antenna on the tower at 130 feet using supplied 6 ft. stand-off bracket;
- Install one (1) Comprod UHF antenna on the tower at 130ft using supplied 6 foot stand-off bracket;
- Install one (1) Sinclair SD212-SF2PSNM VHF antenna on the tower at 120 feet using supplied 6 foot stand-off bracket;
- Install one (1) Comprod UHF antenna on the tower at 120feet using supplied 6 foot stand-off bracket;
- Install one (1) Sinclair SD212-SF2PSNM VHF antenna on the tower at 110 feet using supplied 6 foot stand-off bracket;
- Install one (1) Comprod UHF antenna on the tower at 110ft using supplied 6 foot stand-off bracket;
- Install one (1) length of 7/8" hard line for each of the VHF and UHF antennas using vendor supplied pop-ins;
- Install three (3) hard line grounding straps per 7/8" hard line;
- Install the Department supplied polyphasers on the bulkhead side of the hard line;;
- Sweep the lines and supply print out of results

Princess Anne MSP Site

TO Contractor shall:

- Install one (1) Radiowave microwave antenna and the RAD Airmux 400 ODU at the 130 foot level of the tower on the leg designated by the TO Manager;
- Install the Department-supplied RAD power and communications cable assemblies;
- Align the microwave path in accordance with the instructions of the TO Manager.

3. Inspection schedule/requirements

TO Contractor shall support the following inspection requirements as part of its tower construction schedule:

- a. Cylinder break reports – The tower and shelter foundations shall require PE certified crush reports at a minimum of 28 days. Tower erection installation may not occur until compressive strength is tested and verified in compliance with manufacturer and task order specification. Concrete used for the wall foundation shall require tests. This shall be coordinated through a private party at the TO Contractor’s expense.
- b. Tower Inspection – The tower’s structural integrity, galvanizing condition and assembly shall be inspected by TO Manager.
- c. Punch list – A final inspection will be conducted by TO Manager to ensure all items in the task order are completed to the satisfaction of the State.

4. Commencement of Work

Work in response to this TO shall be initiated only upon issuance of a fully executed NTP (Attachment 7), authorized by the TO Manager.

5. Approvals

Prior to ordering the following, drawings/designs shall be approved by the TO Manager:

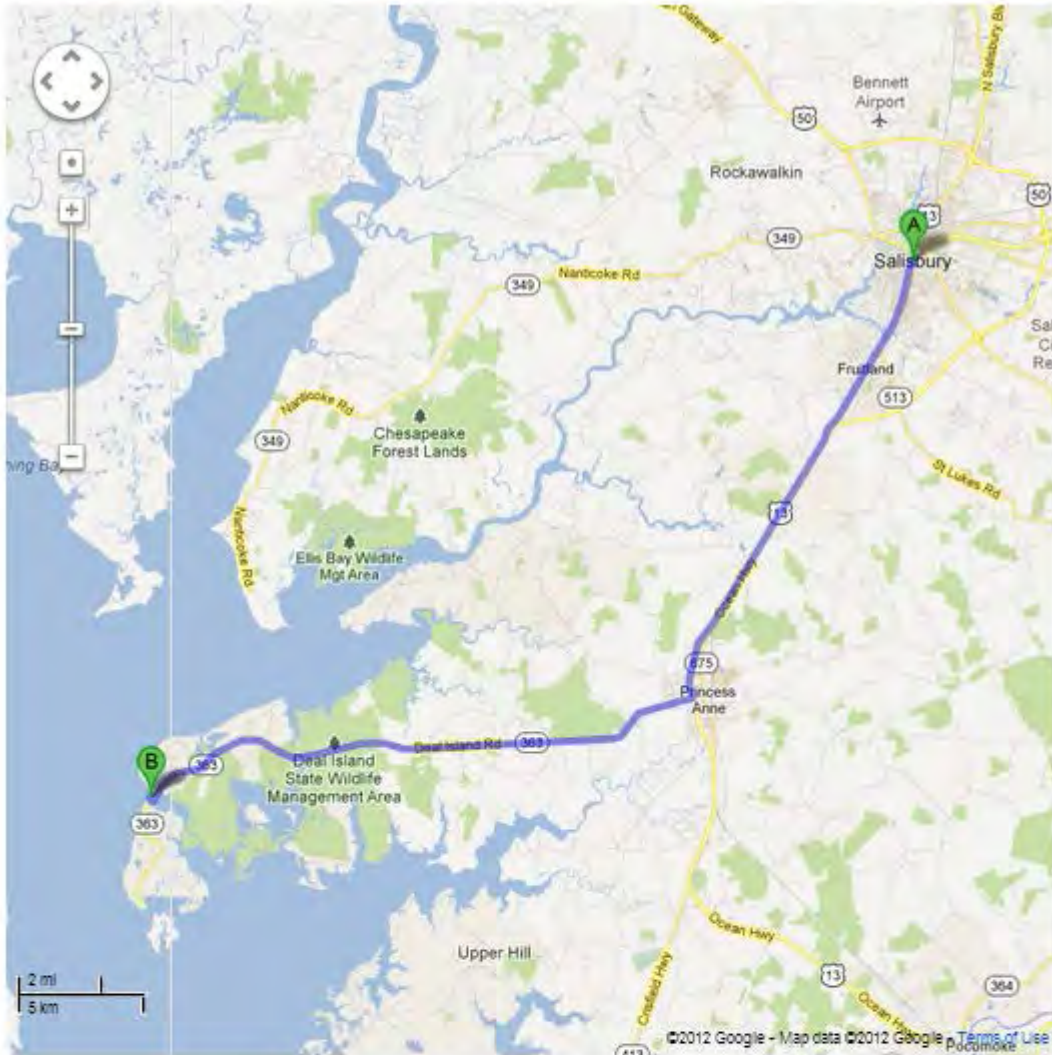
- Tower profile (Final drawings will have PE stamp)
- Tower foundation design (Final drawings will have PE stamp)

6. Final Acceptance Sign-off

- Final acceptance shall take place after Attachment 15 – Closeout Acceptance Standards are met,
- All other deficiencies noted by the Department have been corrected by TO Contractor to the Department’s satisfaction, and
- All construction materials, equipment, excess tools and other materials shall be removed from the site by TO Contractor. The site should be neat and organized.

ATTACHMENT 6 – DIRECTIONS

TO THE PRE-TO PROPOSAL CONFERENCE



A Salisbury, MD

- | | | |
|----|---|-----------------------------|
| 1. | Head southeast on Mitchell St toward Center St | go 449 ft
total 449 ft |
| | 2. Turn right onto US-13 BUS S/S Salisbury Blvd
Continue to follow US-13 BUS S
About 8 mins | go 4.3 mi
total 4.4 mi |
| | 3. Take the ramp onto US-13 S/Ocean Hwy
About 10 mins | go 7.9 mi
total 12.3 mi |
| | 4. Turn right onto MD-363 W/Deal Island Rd
About 19 mins | go 14.8 mi
total 26.9 mi |
| | 5. Turn right toward Ralph Abbott Rd | go 456 ft
total 27.0 mi |
| | 6. Turn right onto Ralph Abbott Rd
Destination will be on the right | go 341 ft
total 27.0 mi |

B 10385 Ralph Abbott Rd, Deal Island, MD 21821

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2012 Google

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement # K00P3400586

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Ed Ryan of the Department of Natural Resources will serve as your contact person on this Task Order. Ed Ryan can be reached at gryan@dnr.state.md.us.

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

Sincerely,

Jonathan Manley
TO Procurement Officer

Enclosures (2)

cc: Ed Ryan, TO Manager
Procurement Liaison Office, Department of Information Technology
Project Management Office, Department of Information Technology

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Deal Island Tower Construction

TO Agreement Number: # K00P3400586

Title of Deliverable: _____

TORFP Reference Section Number: _____

Deliverable Reference ID Number: _____

Name of TO Manager: Ed Ryan

TO Manager Signature	Date Signed

Name of TO Contractor’s Project Manager: _____

TO Contractor’s Project Manager Signature	Date Signed

SUBMIT AS REQUIRED IN SECTION 2.4.1 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Department of Natural Resources

TORFP Title: Deal Island Tower Construction

TO Manager: Ed Ryan, gryan@dnr.state.md.us

To:

The following deliverable, as required by TO Agreement # K00P3400586, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.4.1 OF THE TORFP.

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 201_, by and between _____ (hereinafter referred to as "the OFFEROR") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP # K00P3400586 for Deal Island Tower Construction. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information." As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

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

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 201___, by and between the State of Maryland (“the State”), acting by and through its Department of Natural Resources (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Deal Island Tower Construction TORFP No. K00P3400586 dated _____, (the “TORFP” issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B9800035; and

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

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

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

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

TO Contractor/TO Contractor's Personnel:

Department of Natural Resources:

Name: _____

Name:

Title: _____
 Title: _____

Date: _____

Date:

ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS II Master Contractors to self-report on adherence to procedures for TOs awarded under the CATS II Master Contract. Requirements for TO management can be found in the CATS II master contract RFP and at the TORFP level. The Master Contractor is requested to complete and return this form by the **Checklist Due Date** below. Master Contractors may attach supporting documentation as needed. Please send the completed checklist and direct any related questions to contractoversight@doit.state.md.us with the TO number in the subject line.

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
<p>A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2)</p>	
<p>B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
<p>C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
<p>A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
<p>B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
<p>C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
Section 3 – Substitution of Personnel	
<p>A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4)</p>	

B) Did the Master Contractor request each personnel substitution in writing?

Yes No (If no, explain why) _____

C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?

Yes No (If no, explain why) _____

D) Was the substitute approved by the agency in writing?

Yes No (If no, explain why) _____

Section 4 – MBE Participation

A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5)
%

B) Are MBE reports D-5 and D-6 submitted monthly?

Yes No (If no, explain why) _____

C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)
%

(Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ($3,000 \div 10,000 = 0.30$))

D) Is this consistent with the planned MBE percentage at this stage of the project?

Yes No (If no, explain why) _____

E) Has the Master Contractor expressed difficulty with meeting the MBE goal?

Yes No

(If yes, explain the circumstances and any planned corrective actions)

Section 5 – TO Change Management

A) Is there a written change management procedure applicable to this TO?

Yes No (If no, explain why) _____

B) Does the change management procedure include the following?

Yes No Sections for change description, justification, and sign-off

Yes No Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)

Yes No A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)

C) Have any change orders been executed?

Yes No

(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons: (check all that apply)

- Bidder/Offeror is a nonprofit organization
- Bidder/Offeror is a public service company
- Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. _____ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons (check all that apply):

- All employee(s) proposed to work on the State contract will spend less than one-half of the employee's time during every work week on the State contract;
- All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
- All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

ATTACHMENT 14 – RECORD OF SOIL EXPLORATION

HILLIS - CARNES
ENGINEERING ASSOCIATES, INC.

RECORD OF SOIL EXPLORATION

Project Name Deal Island Tower Boring No. B-1
Location Deal Island, Maryland Job # S12071

SAMPLER

Datum MSL Hammer Wt. 140 lbs. Hole Diameter 6 Foreman K. Hastings
Surf. Elev. EG Ft. Hammer Drop 30 in. Rock Core Diameter --- Classified By N. Fulford
Date Started 04-25-2012 Pipe Size 2 in. Boring Method HSA Date Completed 04-25-2012

Elevation/ Depth	SOIL SYMBOLS/ SAMPLE CONDITIONS	Description	Boring and Sampling Notes	Rec.	NM %	SPT Blows	SPT Blows/Foot Curve			
							N	10	30	50
17.5	D									
20	D	Gray to dark gray, wet, medium stiff, lean CLAY, trace to some silt, trace fine sand. (CL)		18		1-2-4	6	●		
22.5										
25	D	Dark gray, saturated, loose, fine to coarse clayey SAND, trace silt. (SC)		18		1-2-3	5	●		
27.5										
30	D	Gray, wet, very soft, lean CLAY, trace to some silt, trace fine sand. (CL)		18		1-1-1	2	●		

SAMPLER TYPE
DRIVEN SPLIT SPOON UNLESS OTHERWISE
PT - PRESSED SHELBY TUBE
CA - CONTINUOUS FLIGHT AUGER
RC - ROCK CORE

SAMPLE CONDITIONS
D - DISINTEGRATED
I - INTACT
U - UNDISTURBED
L - LOST

GROUND WATER
AT COMPLETION 2.0 ft.
AFTER 24 HRS. --- ft.
AFTER --- HRS. --- ft.

CAVE IN DEPTH
7.5 ft.
--- ft.
--- ft.

BORING METHOD
HSA - HOLLOW STEM AUGERS
CFA - CONTINUOUS FLIGHT AUGERS
DC - DRIVING CASING
MD - MUD DRILLING

STANDARD PENETRATION TEST-DRIVING 2" O.D. SAMPLER 1' WITH 140# HAMMER FALLING 30"; COUNT MADE AT 6" INTERVALS.

RECORD OF SOIL EXPLORATION

Project Name Deal Island Tower Boring No. B-1
Location Deal Island, Maryland Job # S12071

SAMPLER
Datum MSL Hammer Wt. 140 lbs. Hole Diameter 6 Foreman K. Hastings
Surf. Elev. EG Ft. Hammer Drop 30 in. Rock Core Diameter --- Classified By N. Fulford
Date Started 04-25-2012 Pipe Size 2 in. Boring Method HSA Date Completed 04-25-2012

Elevation/ Depth	SOIL SYMBOLS/ SAMPLE CONDITIONS	Description	Boring and Sampling Notes	Rec.	NM %	SPT Blows	SPT Blows/Foot Curve		
							N	10	30
32.5									
35	D	Gray to dark gray, wet, soft to medium stiff, silty lean CLAY. (CL-ML)		18		3-2-2	4		
37.5	D			18		8-4-4	8		
40	D								
42.5									
45	D			18		2-3-4	7		
47.5									

SAMPLER TYPE	SAMPLE CONDITIONS	GROUND WATER	CAVE IN DEPTH	BORING METHOD
DRIVEN SPLIT SPOON UNLESS OTHERWISE	D - DISINTEGRATED	AT COMPLETION <u>2.0</u> ft.	<u>7.5</u> ft.	HSA - HOLLOW STEM AUGERS
PT - PRESSED SHELBY TUBE	I - INTACT	AFTER 24 HRS. <u>---</u> ft.	<u>---</u> ft.	CFA - CONTINUOUS FLIGHT AUGERS
CA - CONTINUOUS FLIGHT AUGER	U - UNDISTURBED	AFTER <u>---</u> HRS. <u>---</u> ft.	<u>---</u> ft.	DC - DRIVING CASING
RC - ROCK CORE	L - LOST			MD - MUD DRILLING

STANDARD PENETRATION TEST-DRIVING 2" O.D. SAMPLER 1' WITH 140# HAMMER FALLING 30"; COUNT MADE AT 6" INTERVALS.

HILLIS - CARNES
ENGINEERING ASSOCIATES, INC.

RECORD OF SOIL EXPLORATION

Project Name Deal Island Tower Boring No. B-1
Location Deal Island, Maryland Job # S12071

SAMPLER
Datum MSL Hammer Wt. 140 lbs. Hole Diameter 6 Foreman K. Hastings
Surf. Elev. EG Ft. Hammer Drop 30 in. Rock Core Diameter --- Classified By N. Fulford
Date Started 04-25-2012 Pipe Size 2 in. Boring Method HSA Date Completed 04-25-2012

Elevation/ Depth	SOIL SYMBOLS/ SAMPLE CONDITIONS	Description	Boring and Sampling Notes	Rec.	NM %	SPT Blows	SPT Blows/Foot Curve			
							N	10	30	50
50	D			18		2-3-3	6			
52.5		Boring terminated at 51.5 feet.								
55										
57.5										
60										
62.5										

SAMPLER TYPE	SAMPLE CONDITIONS	GROUND WATER	CAVE IN DEPTH	BORING METHOD
DRIVEN SPLIT SPOON UNLESS OTHERWISE	D - DISINTEGRATED	AT COMPLETION <u>2.0</u> ft.	<u>7.5</u> ft.	HSA - HOLLOW STEM AUGERS
PT - PRESSED SHELBY TUBE	I - INTACT	AFTER 24 HRS. <u>---</u> ft.	<u>---</u> ft.	CFA - CONTINUOUS FLIGHT AUGERS
CA - CONTINUOUS FLIGHT AUGER	U - UNDISTURBED	AFTER <u>---</u> HRS. <u>---</u> ft.	<u>---</u> ft.	DC - DRIVING CASING
RC - ROCK CORE	L - LOST			MD - MUD DRILLING

STANDARD PENETRATION TEST-DRIVING 2" O.D. SAMPLER 1' WITH 140# HAMMER FALLING 30"; COUNT MADE AT 6" INTERVALS.

HILLIS - CARNES
ENGINEERING ASSOCIATES, INC.

RECORD OF SOIL EXPLORATION

Project Name Deal Island Tower Boring No. B-2
Location Deal Island, Maryland Job # S12071

SAMPLER
Datum MSL Hammer Wt. 140 lbs. Hole Diameter 6 Foreman K. Hastings
Surf. Elev. EG Ft. Hammer Drop 30 in. Rock Core Diameter --- Classified By N. Fulford
Date Started 04-26-2012 Pipe Size 2 in. Boring Method HSA Date Completed 04-26-2012

Elevation/ Depth	SOIL SYMBOLS/ SAMPLE CONDITIONS	Description	Boring and Sampling Notes	Rec.	NM %	SPT Blows	SPT Blows/Foot Curve	
							N	Curve
0	D	Brown, moist, medium dense to loose, fine to coarse silty SAND, trace clay, trace organics, trace to some fine gravel, trace shells. (SM)	Topsoil: 0 inches Gravel: 8 inches	8		8-11-14	25	
2.5	D	Brown to dark brown, wet, loose, fine to coarse silty SAND, trace fine to medium gravel, trace shells. (SM)	Groundwater encountered on drilling rods at 2.5 feet. Organic vapor odor in sample obtained from 2.5-4 feet.	8		5-4-4	8	
5	L			0		6-6-4	10	
7.5	D	Gray, saturated, loose, fine to medium silty SAND, trace clay. (SM)		16		4-4-3	7	
10	D	Gray, saturated, very loose to loose, fine to medium clayey SAND, trace silt. (SC)	Drilling mud added at 10 feet.	18		1-1-3	4	
12.5								
15				18		1-4-5	9	

SAMPLER TYPE	SAMPLE CONDITIONS	GROUND WATER	CAVE IN DEPTH	BORING METHOD
DRIVEN SPLIT SPOON UNLESS OTHERWISE	D - DISINTEGRATED	AT COMPLETION <u>2.25</u> ft.	<u>6.5</u> ft.	HSA - HOLLOW STEM AUGERS
PT - PRESSED SHELBY TUBE	I - INTACT	AFTER 24 HRS. <u>---</u> ft.	<u>---</u> ft.	CFA - CONTINUOUS FLIGHT AUGERS
CA - CONTINUOUS FLIGHT AUGER	U - UNDISTURBED	AFTER <u>---</u> HRS. <u>---</u> ft.	<u>---</u> ft.	DC - DRIVING CASING
RC - ROCK CORE	L - LOST			MD - MUD DRILLING

STANDARD PENETRATION TEST-DRIVING 2" O.D. SAMPLER 1' WITH 140# HAMMER FALLING 30"; COUNT MADE AT 6" INTERVALS.

HILLIS - CARNES
ENGINEERING ASSOCIATES, INC.

RECORD OF SOIL EXPLORATION

Project Name Deal Island Tower Boring No. B-2
Location Deal Island, Maryland Job # S12071

SAMPLER

Datum MSL Hammer Wt. 140 lbs. Hole Diameter 6 Foreman K. Hastings
Surf. Elev. EG Ft. Hammer Drop 30 in. Rock Core Diameter --- Classified By N. Fulford
Date Started 04-26-2012 Pipe Size 2 in. Boring Method HSA Date Completed 04-26-2012

Elevation/ Depth	SOIL SYMBOLS/ SAMPLE CONDITIONS	Description	Boring and Sampling Notes	Rec.	NM %	SPT Blows	SPT Blows/Foot Curve		
							N	10	30
17.5	D								
20	D	Dark gray, saturated, very soft, lean CLAY, trace to some silt, trace fine sand. (CL)		18		1-1-2	3		
22.5		Dark gray, saturated, loose, fine to coarse SAND, some clay, trace silt. (SC)							
25	D			18		1-3-4	7		
27.5									
30	D	Gray to dark gray, wet, very soft, lean CLAY, trace to some silt, trace to some fine sand. (CL)		18		1-1-1	2		

SAMPLER TYPE

DRIVEN SPLIT SPOON UNLESS OTHERWISE
PT - PRESSED SHELBY TUBE
CA - CONTINUOUS FLIGHT AUGER
RC - ROCK CORE

SAMPLE CONDITIONS

D - DISINTEGRATED
I - INTACT
U - UNDISTURBED
L - LOST

**GROUND
WATER**

AT COMPLETION 2.25 ft.
AFTER 24 HRS. --- ft.
AFTER --- HRS. --- ft.

**CAVE IN
DEPTH**

6.5 ft.
--- ft.
--- ft.

BORING METHOD

HSA - HOLLOW STEM AUGERS
CFA - CONTINUOUS FLIGHT AUGERS
DC - DRIVING CASING
MD - MUD DRILLING

STANDARD PENETRATION TEST-DRIVING 2" O.D. SAMPLER 1' WITH 140# HAMMER FALLING 30": COUNT MADE AT 6" INTERVALS.

HILLIS - CARNES
ENGINEERING ASSOCIATES, INC.

RECORD OF SOIL EXPLORATION

Project Name Deal Island Tower Boring No. B-2
Location Deal Island, Maryland Job # S12071

SAMPLER
Datum MSL Hammer Wt. 140 lbs. Hole Diameter 6 Foreman K. Hastings
Surf. Elev. EG Ft. Hammer Drop 30 in. Rock Core Diameter --- Classified By N. Fulford
Date Started 04-26-2012 Pipe Size 2 in. Boring Method HSA Date Completed 04-26-2012

Elevation/ Depth	SOIL SYMBOLS/ SAMPLE CONDITIONS	Description	Boring and Sampling Notes	Rec.	NM %	SPT Blows	SPT Blows/Foot Curve		
							N	10	30
32.5									
35	D			18		1-1-2	3		
37.5									
40	D	Dark gray, wet, soft, silty lean CLAY. (CL-ML)		18		1-2-3	5		
		Boring terminated at 40 feet.							
42.5									
45									
47.5									

SAMPLER TYPE	SAMPLE CONDITIONS	GROUND WATER	CAVE IN DEPTH	BORING METHOD
DRIVEN SPLIT SPOON UNLESS OTHERWISE	D - DISINTEGRATED	AT COMPLETION <u>2.25</u> ft.	<u>6.5</u> ft.	HSA - HOLLOW STEM AUGERS
PT - PRESSED SHELBY TUBE	I - INTACT	AFTER 24 HRS. <u>---</u> ft.	<u>---</u> ft.	CFA - CONTINUOUS FLIGHT AUGERS
CA - CONTINUOUS FLIGHT AUGER	U - UNDISTURBED	AFTER <u>---</u> HRS. <u>---</u> ft.	<u>---</u> ft.	DC - DRIVING CASING
RC - ROCK CORE	L - LOST			MD - MUD DRILLING

STANDARD PENETRATION TEST-DRIVING 2" O.D. SAMPLER 1' WITH 140# HAMMER FALLING 30"; COUNT MADE AT 6" INTERVALS.

HILLIS - CARNES
ENGINEERING ASSOCIATES, INC.

RECORD OF SOIL EXPLORATION

Project Name Deal Island Tower Boring No. B-3
Location Deal Island, Maryland Job # S12071

SAMPLER
Datum MSL Hammer Wt. 140 lbs. Hole Diameter 6 Foreman K. Hastings
Surf. Elev. EG Ft. Hammer Drop 30 in. Rock Core Diameter --- Classified By N. Fulford
Date Started 04-26-2012 Pipe Size 2 in. Boring Method HSA Date Completed 04-26-2012

Elevation/ Depth	SOIL SYMBOLS/ SAMPLE CONDITIONS	Description	Boring and Sampling Notes	Rec.	NM %	SPT Blows	SPT Blows/Foot Curve	
							N	Curve
0	D	Brown, moist, medium dense, fine to coarse silty SAND, trace to some fine gravel, trace to some shells, trace organics. (SM)	Topsoil: 0 inches Gravel: 8 inches	10		5-10-10	20	
2.5	D	Gray, wet, loose, fine to coarse SAND, trace silt, trace clay. (SP)	Groundwater encountered on drilling rods at 2.5 feet.	10		10-5-4	9	
5	I	Dark gray, wet, very soft, clayey SILT, some fine to medium SAND, trace pete. (CL- ML)		18		1-1-2	3	
7.5	D	Gray, saturated, loose, fine to medium SAND, trace silt, trace clay. (SP-SM)		12		3-3-2	5	
10	D	Gray, saturated, very loose, fine to medium SAND, some clay, trace silt. (SC)	Drilling mud added at 10 feet.	18		2-2-2	4	
12.5								
15		Light gray to brown, saturated, loose, fine to medium SAND,		18		2-3-3	6	

SAMPLER TYPE	SAMPLE CONDITIONS	GROUND WATER	CAVE IN DEPTH	BORING METHOD
DRIVEN SPLIT SPOON UNLESS OTHERWISE	D - DISINTEGRATED	AT COMPLETION <u>2.25</u> ft.	<u>8.5</u> ft.	HSA - HOLLOW STEM AUGERS
PT - PRESSED SHELBY TUBE	I - INTACT	AFTER 24 HRS. <u>---</u> ft.	<u>---</u> ft.	CFA - CONTINUOUS FLIGHT AUGERS
CA - CONTINUOUS FLIGHT AUGER	U - UNDISTURBED	AFTER <u>---</u> HRS. <u>---</u> ft.	<u>---</u> ft.	DC - DRIVING CASING
RC - ROCK CORE	L - LOST			MD - MUD DRILLING

STANDARD PENETRATION TEST-DRIVING 2" O.D. SAMPLER 1' WITH 140# HAMMER FALLING 30": COUNT MADE AT 6" INTERVALS.

HILLIS - CARNES
ENGINEERING ASSOCIATES, INC.

RECORD OF SOIL EXPLORATION

Project Name Deal Island Tower Boring No. B-3
Location Deal Island, Maryland Job # S12071

SAMPLER
Datum MSL Hammer Wt. 140 lbs. Hole Diameter 6 Foreman K. Hastings
Surf. Elev. EG Ft. Hammer Drop 30 in. Rock Core Diameter --- Classified By N. Fulford
Date Started 04-26-2012 Pipe Size 2 in. Boring Method HSA Date Completed 04-26-2012

Elevation/ Depth	SOIL SYMBOLS/ SAMPLE CONDITIONS	Description	Boring and Sampling Notes	Rec.	NM %	SPT Blows	SPT Blows/Foot Curve		
							N	10	30
17.5	D	some clay, trace silt. (SC)							
20	D	Dark gray, saturated, very soft, lean CLAY, trace to some silt, trace to some fine sand, with roots. (CL)		16		1-1-2	3		
22.5									
25	D	Dark gray, saturated, loose, fine to coarse SAND, some clay, trace silt. (SC)		18		2-3-4	7		
27.5									
30	I	Dark gray, wet, very soft, clayey SILT, trace fine sand. (ML-CL)		18		WOH/6"-1-1	2		

SAMPLER TYPE	SAMPLE CONDITIONS	GROUND WATER	CAVE IN DEPTH	BORING METHOD
DRIVEN SPLIT SPOON UNLESS OTHERWISE	D - DISINTEGRATED	AT COMPLETION <u>2.25</u> ft.	<u>8.5</u> ft.	HSA - HOLLOW STEM AUGERS
PT - PRESSED SHELBY TUBE	I - INTACT	AFTER 24 HRS. <u>---</u> ft.	<u>---</u> ft.	CFA - CONTINUOUS FLIGHT AUGERS
CA - CONTINUOUS FLIGHT AUGER	U - UNDISTURBED	AFTER <u>---</u> HRS. <u>---</u> ft.	<u>---</u> ft.	DC - DRIVING CASING
RC - ROCK CORE	L - LOST			MD - MUD DRILLING

STANDARD PENETRATION TEST-DRIVING 2" O.D. SAMPLER 1' WITH 140# HAMMER FALLING 30"; COUNT MADE AT 6" INTERVALS.

HILLIS - CARNES
ENGINEERING ASSOCIATES, INC.

RECORD OF SOIL EXPLORATION

Project Name Deal Island Tower Boring No. B-3
Location Deal Island, Maryland Job # S12071

SAMPLER
Datum MSL Hammer Wt. 140 lbs. Hole Diameter 6 Foreman K. Hastings
Surf. Elev. EG Ft. Hammer Drop 30 in. Rock Core Diameter --- Classified By N. Fulford
Date Started 04-26-2012 Pipe Size 2 in. Boring Method HSA Date Completed 04-26-2012

Elevation/ Depth	SOIL SYMBOLS/ SAMPLE CONDITIONS	Description	Boring and Sampling Notes	Rec.	NM %	SPT Blows	SPT Blows/Foot Curve			
							N	10	30	50
32.5										
35	I			18		1-1-2	3			
37.5										
40	D	Boring terminated at 40 feet.		18		1-2-2	4			
42.5										
45										
47.5										

SAMPLER TYPE	SAMPLE CONDITIONS	GROUND WATER	CAVE IN DEPTH	BORING METHOD
DRIVEN SPLIT SPOON UNLESS OTHERWISE	D - DISINTEGRATED	AT COMPLETION <u>2.25</u> ft.	<u>8.5</u> ft.	HSA - HOLLOW STEM AUGERS
PT - PRESSED SHELBY TUBE	I - INTACT	AFTER 24 HRS. <u>---</u> ft.	<u>---</u> ft.	CFA - CONTINUOUS FLIGHT AUGERS
CA - CONTINUOUS FLIGHT AUGER	U - UNDISTURBED	AFTER <u>---</u> HRS. <u>---</u> ft.	<u>---</u> ft.	DC - DRIVING CASING
RC - ROCK CORE	L - LOST			MD - MUD DRILLING

STANDARD PENETRATION TEST-DRIVING 2" O.D. SAMPLER 1' WITH 140# HAMMER FALLING 30"; COUNT MADE AT 6" INTERVALS.

ATTACHMENT 15 – CLOSEOUT ACCEPTANCE STANDARDS

Deliverable Acceptance Criteria

The intent of this document is to provide designated personnel with set guidelines, including specified performance metrics, for verifying completeness of construction of communication towers, shelters, and ancillary equipment. Successful completion of the tests, set forth in this document will guarantee acceptance of a quality facility. All deliverables submissions will be received utilizing Attachment 8 and accepted utilizing Attachment 9.

2.4.2.1 Project Schedule

- 2.4.2.1.1 Due – Notice to Proceed (NTP) + 1 week. Then weekly thereafter on Thursdays No Later Than (NLT) 4 PM EST for the duration of the project or as required. Distributed via email to TO Manager and TO Procurement Officer.
- 2.4.2.1.2 Schedule shall show:
 - 2.4.2.1.2.1 Milestones
 - 2.4.2.1.2.2 Deliverables
 - 2.4.2.1.2.3 Times of performance
 - 2.4.2.1.2.4 Degrees of completion
 - 2.4.2.1.2.5 Resources for all activities
- 2.4.2.1.3 Schedule characteristics:
 - 2.4.2.1.3.1 Shall be in Microsoft Project document
 - 2.4.2.1.3.2 Shall begin with NTP and end with final deliverables acceptance
 - 2.4.2.1.3.3 Work packages will be no less than 8 hours and no greater than 80 hours

2.4.2.2 Civil Construction Improvements

- 2.4.2.2.1 Visual inspection by TO Manager of the following using MDE and SHA Gray book standards.
 - 2.4.2.2.1.1 Clearing and grading
 - 2.4.2.2.1.2 24 inch wide no cantilever ice bridge

2.4.2.3 Foundation Designs and Ground Loading Calculations

- 2.4.2.3.1 Submission to the TO Manager of:
 - 2.4.2.3.1.1 Foundation drawings and ground loading calculations certified by a Maryland registered P.E.
 - 2.4.2.3.1.2 Statement that the engineered tower foundations and the calculated ground loadings meet the manufacturer's recommended requirements.

2.4.2.4 Tower Foundation

- 2.4.2.4.1 Upon completion the TO Manager will sign off on tower foundation after:
 - 2.4.2.4.1.1 Visually inspecting completed concrete foundation.
 - 2.4.2.4.1.2 Receiving certification of grade steel report to be provided by the reinforcement bar steel manufacturer. The certification shall include actual mill test results including the chemical and physical properties of the finished metal products.
 - 2.4.2.4.1.3 Ensuring concrete meets the following requirements:
 - 2.4.2.4.1.3.1 Concrete placement shall comply with current ASTM and/or AASHTO specifications.
 - 2.4.2.4.1.3.2 Concrete delivery trucks will include the following:
 - 2.4.2.4.1.3.2.1 Concrete producers name, including address and phone number.
 - 2.4.2.4.1.3.2.2 Date and time batched concrete departed the mix facility.
 - 2.4.2.4.1.3.2.3 Time batched concrete arrived and site location.
 - 2.4.2.4.1.3.2.4 Verified time of discharge concrete.

- 2.4.2.5 Tower Purchase and Delivery
 - 2.4.2.5.1 Visual inspection of the tower steel at time of delivery that it meets specifications of Attachment 5, Section 2, Part D.
- 2.4.2.6 Tower Erection on Deal Island, power connection and grounding.
 - 2.4.2.6.1 Visual inspection of the tower after erection but prior to installations that it meets specifications of Attachment 5, Section 2, Part D.
 - 2.4.2.6.2 Electrical conduit placement.
 - 2.4.2.6.2.1 Electrical conduit, wiring and materials will be installed in accordance with National NEC codes and standard, local jurisdictional requirements, and local utility requirements.
Documentation required for electrical installation is:
 - 2.4.2.6.2.1.1 Photo documentation of underground conduit depicting depth of trench.
 - 2.4.2.6.2.1.2 Photo documentation of underground utility marking tape.
 - 2.4.2.6.2.1.3 Electrician current Maryland license.
 - 2.4.2.6.2.2 Site Grounding
 - 2.4.2.6.2.2.1 Provide photo documentation of ground ring depth, welded and mechanical ground connections.
 - 2.4.2.6.2.2.2 Provide certified documentation that high performance polyethylene “plastic” fuel line or similar substitute was installed.
 - 2.4.2.6.2.2.3 Provide evidence of site grounding compliance through a three point – fall of potential test and resistance test of at least 10 equipment grounds with a clamp on test meter. These tests will be conducted at the vendors’ expense:
 - 2.4.2.6.2.3.1 Clamp on test will demonstrate less than 5 ohms of resistance for each ground tested.
 - 2.4.2.6.2.3.2 Report will describe the ground lead tested, relative location within the site and the ground reading.
 - 2.4.2.6.2.3.3 Fall of potential test will describe type of equipment used, soil type, equipment calibration date and test results.
 - 2.4.2.6.2.3.4 All will be conducted by personnel trained on the equipment.
- 2.4.2.7 Installation of one (1) Kelvin Hughes Sharp Eye radar on Deal Island including mounting and connection
 - 2.4.2.7.1 Visual inspection of equipment installation and connection as specified in Attachment 5, Section 2, Part E.
- 2.4.2.8 Installation of one (1) Flir HRC camera on Deal Island including mounting and connection.
 - 2.4.2.8.1 Visual inspection of equipment installation and connection as specified in Attachment 5, Section 2, Part E.
- 2.4.2.9 Installation of one (1) Radiowave microwave antenna and RAD Airmux 400 ODU on Deal Island including mounting and connection.
 - 2.4.2.9.1 Visual inspection of equipment installation and connection as specified in Attachment 5, Section 2, Part E.
- 2.4.2.10 Installation of three (3) Sinclair SD212-SF2PSNM VHF antennas on Deal Island including mounting and connection.
 - 2.4.2.10.1 Visual inspection of equipment installation and connection as specified in Attachment 5, Section 2, Part E.
- 2.4.2.11 Installation of three (3) Comprod UHF antennas on Deal Island including mounting and connection.
 - 2.4.2.11.1 Visual inspection of equipment installation and connection as specified in Attachment 5, Section 2, Part E.

- 2.4.2.12 Installation of one (1) Radiowave microwave antenna and RAD Airmux 400 ODU on Princess Anne tower including mounting and connection.
 - 2.4.2.12.1 Visual inspection of equipment installation and connection as specified in Attachment 5, Section 2, Part E.

- 2.4.2.13 Close-out binder
 - 2.4.2.13.1 TO Contractor shall submit:
 - 2.4.2.13.1.1 One (1) printed copy to TO Manager prior to billing for final invoice.
 - 2.4.2.13.1.2 One (1) electronic copy to be contained on a USB drive and submitted to TO Manager.
 - 2.4.2.13.1.3 One (1) printed copy to be left on site in the Deal Island tower equipment shelter.
 - 2.4.2.13.2 Binders shall include:
 - 2.4.2.13.2.1 "As Built" Drawings
 - 2.4.2.13.2.1.1 TO Contractor will create a set of drawings that show the location of the following items: tower, shelters, electrical conduit, electrical backboard, ice bridges, etc. Drawings will be to scale.
 - 2.4.2.13.2.2 Written Warranties
 - 2.4.2.13.2.2.1 Tower materials, galvanizing, tower foundation materials, tower structures and all attachments and appurtenances thereto shall be guaranteed against defects in material and workmanship for a minimum of five years from final acceptance.
 - 2.4.2.13.2.2.2 All other materials and labor provided by the TO Contractor shall be guaranteed against defects and workmanship for a minimum of two years from final acceptance.
 - 2.4.2.13.2.3 Equipment Spec Sheets
 - 2.4.2.13.2.4 Tower and Foundation Drawings
 - 2.4.2.13.2.4.1 Foundation drawings and ground loading calculations certified by a Maryland registered P.E.
 - 2.4.2.13.2.4.2 Statement that the engineered tower foundations and the calculated ground loadings meet the manufacturer's recommended requirements.
 - 2.4.2.13.2.5 Site Photos
 - 2.4.2.13.2.5.1 See Exhibit B.

ATTACHMENT 16 – CONSTRUCTION SCHEDULE

CATS II FA 13 Construction Schedule
Deal Island Tower Construction

Line	Item	Vendor submitted schedule	Date requirements (calendar days)
-----	NTP (Provided by DoIT with approved purchase order)	-----	-----
2.4.2.1	Project Schedule		NTP + # Days
2.4.2.2	Civil Construction Improvements (Clearing & Grading, Ice Bridge)		NTP + # Days
2.4.2.3	Foundation Designs and Ground Loading Calculations		NTP + # Days
2.4.2.4	Tower Foundation		NTP + # Days
2.4.2.5	Tower Purchase and Delivery		NTP + # Days
2.4.2.6	Tower Erection on Deal Island		NTP + # Days
2.4.2.7	Installation of one (1) Kelvin Hughes Sharp Eye radar on Deal Island tower including mounting and connection		NTP + # Days
2.4.2.8	Installation of one (1) Flir HRC camera on Deal Island tower including mounting and connection		NTP + # Days
2.4.2.9	Installation of one (1) Radiowave microwave antenna and RAD Airmux 400 ODU on Deal Island tower including mounting and connection		NTP + # Days
2.4.2.10	Installation of three (3) Sinclair SD212-SF2PSNM VHF antenna on Deal Island tower including mounting and connection		NTP + # Days
2.4.2.11	Installation of three (3) Comprod UHF antenna including mounting and connection		NTP + # Days
2.4.2.12	Installation of one (1) Radiowave microwave antenna and RAD Airmux 400 ODU on Princess Anne tower including mounting and connection		NTP + # Days
2.4.2.13	Close-Out Binder		NTP + # Days
	Vendor Signature:		

Instructions: Vendors will submit this document with their signed/sealed bid proposal. Construction completion will be used to compare and evaluate supplied bids. The submitted schedule will also serve as the contractor's binding schedule for the project. Projects not completed within the scheduled completion shown on the schedule will be subject to an assessment for liquidated damages.

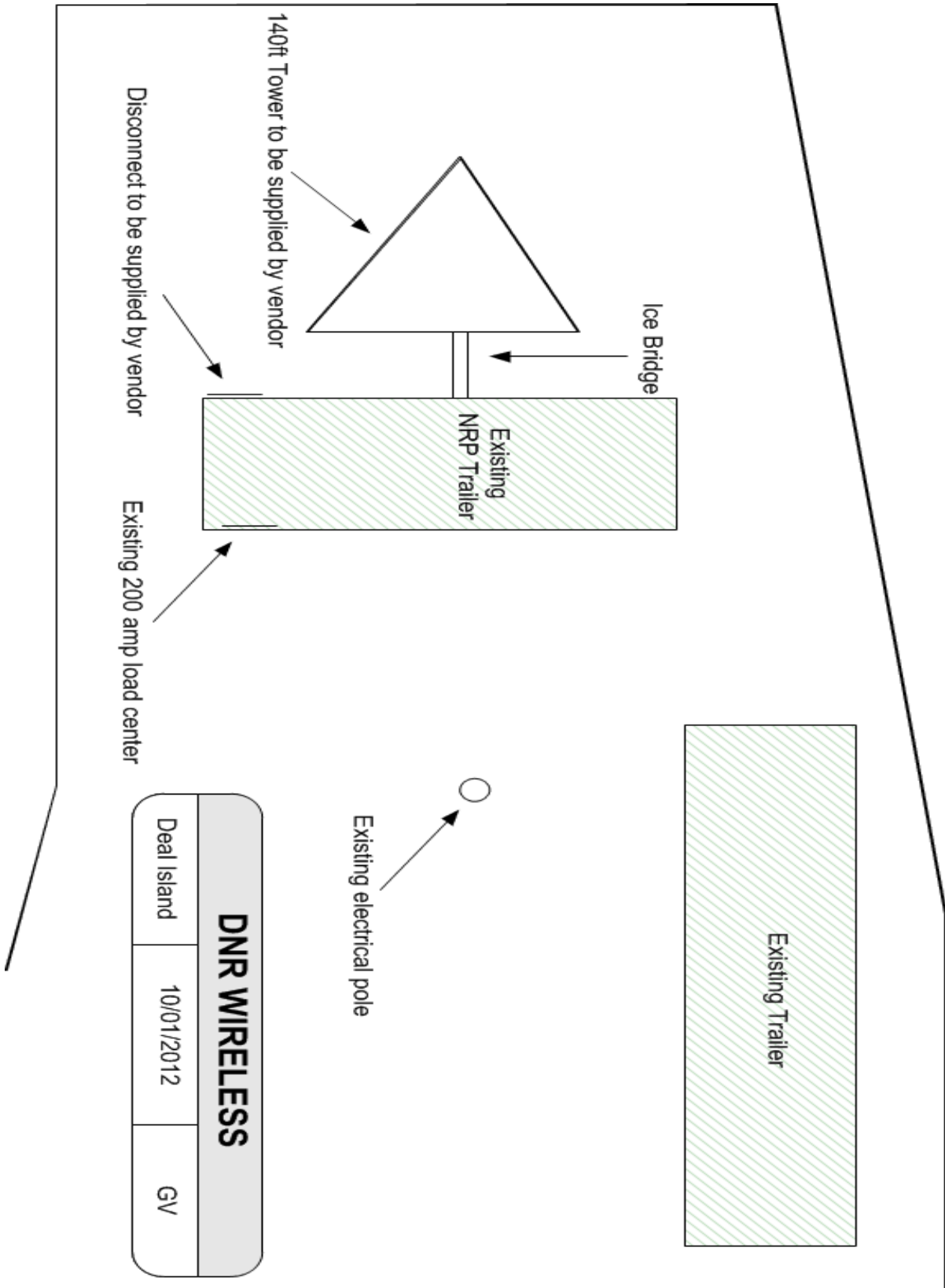
The vendor will write the number of days past the NTP in the boxes provided.

ATTACHMENT 17 – TOWER LOADING PLAN

The information below is to provide to tower manufacturers to ensure required load bearing capability:

ITEM	MOUNTING LOCATION Measured Down from Top	MOUNTING LOCATION AGL	ANT. MODEL	AZIMUTH	FREQ.	LINE SIZE
1	Top	140	Kelvin-Hughes SharpEye	0°	9410+/- 30 MHZ	1 5/8"
2	Top Less 5'	135	HP107A	0°	11 GHZ	EW90
3	Top Less 5'	135	HP107A	120°	11 GHZ	EW90
4	Top Less 5'	135	HP107A	240°	11 GHZ	EW90
5	Top Less 15'	125	RFS "Optmizer" & Mount	0°	762 MHZ	1 5/8"
6	Top Less 15'	125	RFS "Optmizer" & Mount	120°	762 MHZ	1 5/8"
7	Top Less 15'	125	RFS "Optmizer" & Mount	240°	762 MHZ	1 5/8"
8	Top Less 15'	125	Flir HRC-U & Mount	270°	camera	1/2"
9	Top Less 30'	110	SD-212 & Mount	0°	150 MHZ	7/8"
10	Top Less 30'	110	SD-212 & Mount	120°	150 MHZ	7/8"
11	Top Less 30'	110	SD-212 & Mount	240°	150 MHZ	7/8"

ATTACHMENT 18 – SITE DRAWINGS



ATTACHMENT 19 – FOUNDATION INSPECTION SCOPE OF WORK

SUMMARY: TO Contractor awarded the tower construction work as part of this TO Agreement shall incorporate the following series of tests and inspections to ensure proper quality/strength of all concrete poured and the proper foundation installation on all CATS II, FA13 jobs. These inspections shall also incorporate verification of foundation dimensions, rebar dimensions, rebar layout and soil compaction. Test results shall be supplied to DoIT for reviewed and approval prior to any structures being set on foundations, tower erection or backfilling operations.

DETAILS: Each concrete batch (6-9 cubic yards) shall have a corresponding batch report provided by the supplier. These shall be included in the close out documentation. Batches will be uniquely identified on the batch report. The vendor shall use MD SHA approved concrete mixes for all FA13 projects. Mix tables and more information on concrete specifications can be found in section 900.10.03 in the MD SHA grey book. These mandatory tests/inspections shall take place for the tower and shelter foundations:

1. TO Manager shall verify the excavated foundation dimensions are correct.
2. The compaction of the tower foundation excavated materials will be tested in accordance with AASHTO T99 (Standard Proctor Test). Compaction results shall be in accordance with the tower foundation designer's specification or the geotechnical report provided, whichever is greater. Excavated fill shall only be used to backfill the foundation if they pass the compaction test.
3. The bearing pressure of the tower foundation sub grade shall be tested. Bearing results shall be in accordance with the tower foundation designer's specifications or the geotechnical report provided, whichever is greater. In the event, the TO Contractor cannot meet the required bearing pressure the TO Contractor shall solicit advice from the tower manufacturer and geotechnical engineer to achieve the desired results.
4. TO Manager shall verify the proper rebar size, dimension, grade, configuration, layout, fastener/wire ties and other provisions as specified by the foundation designer are correct prior to any concrete pours.
5. Ambient air temperature and general weather conditions shall be recorded and noted by the TO Manager. Readings shall be taken at the time of delivery.
6. Concrete slump shall be tested for each continuously poured section of caisson or every 50 cubic yards of concrete on a pad and pier foundation. The slump shall be tested in accordance with ASSHTO T119 testing standard. The slump shall meet the tower foundation designer's specification. If none are noted, then the Slump shall be measured in accordance with SHA Grey Book Specification 902.10.03, Chart A. Results shall be recorded and supplied prior to acceptance of the given foundation. Work may be halted if the slump is not deemed acceptable.
7. Concrete temperature shall be measured for each continuously poured section of a caisson or every fifty (50) cubic yards of concrete on a pad and pier foundation. Temperatures shall be tested in accordance with ASSHTO T309 testing standard. Temperature shall be in accordance with the foundation designer's specification. If no specifications are supplied then the temperature shall be measured in accordance with SHA Grey Book Specification 902.10.03,
8. Air entrainment shall be tested and documented in accordance with ASSHTO T152 or T196. The results shall be documented for each continuously poured caisson or 50 cubic yards for a pad and pier foundation. Air content shall be within the foundation designer's specification or no more than 5-8%.
9. Compressive strength shall be measured at 7 days after pour and 28 days after pour. Compressive strength tests shall be tested in accordance with ASSHTO T23 testing standard. A minimum of one (1) set of four (4) cylinders shall be taken for each continuously poured section of caisson or every fifty (50) cubic yards of concrete on a pad and pier foundation. Compressive strength shall be a minimum of the tower foundation's specification or 4000 psi at 28 days, whichever is greater. At least one cylinder per set shall be broken at 7 days and one at 28 days. If all 7-day sets have reached the required compressive strength then back fill operations and/or tower erection can commence. 14 day tests shall be conducted if the 7 day tests are not within specification to expedite construction. 28 day tests shall be conducted even if 7 day tests are deemed acceptable. Written results shall be provided to the TO Manager prior to tower erection.

The TO Contractor will provide photographs if necessary. If specifications are not met then the TO Manager has the authority to stop work until specifications are met.

EXHIBIT A

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

Printed Name and Address
of Employee or Agent

Signature

Date

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

EXHIBIT B

PHOTO DOCUMENTATION

Provide Photo Documentation Log. The TO Manager will guide the creation of the Photo Documentation log. TO Contractor shall submit all photographs printed in color within the photo tab of this closeout binder. The photo documentation shall contain photos for the following phases:

1. Pre Construction

- a. Access road.
- b. Utility path.
- c. Utility Pole at primary power location, including pole number.
- d. Proposed compound location 4 photos. North, East, West South.
- e. Tower Location.

2. Construction

- a. Tower Foundation
- b. Tower foundation excavation and shoring.
- c. Placement of rebar.
- d. Placement of anchor bolts.
- e. Tower foundation concrete placement.
- f. Finished concrete.
- g. Backfill and compaction of foundation.

3. Shelter Foundation

- a. Shelter foundation excavation, forms and shoring.
- b. Placement of rebar.
- c. Foundation concrete placement.
- d. Stoop forms, rebar and reinforcement.
- e. Finished concrete.

4. Utilities

- a. Power routing from primary pole location to tower site.
- b. Telco routing from pole to demark.
- c. Underground conduit depth.
- d. Power and Telco conduit bends.

5. Tower Installation

- a. Erection of tower process (Minimum of 10 photos).

6. Antenna System

- a. Antenna and Microwave mounts.
- b. Antenna and Microwave model and serial number.
- c. Digital photo verifying mounts are plumb and level.
- d. Photo verifying mounts are secured to tower (including stiff arms).
- e. Photos of coax grounding and ground kits.

7. Facility Grounding

- a. Grounding trench including verification of trench depth.
- b. #2 solid to ground rod (minimum of 5 photos).
- c. Underground exothermic welds (minimum of 5 photos).
- d. Ice bridge grounding.
- e. Entry port grounding.
- f. Coax grounding (tower and port).

8. Post Construction

- a. Tower profile - North, East, South West.
- b. Compound and Tower with Shelter, North, East, South West.
- c. Antenna system, including mount antennas coax, ice bridge entry port.
- d. Primary utility backboard, including meter and meter number.
- e. Tower grounded.
- f. Fire extinguisher.