



**Addendum #9 to  
Request for Proposals (RFP)  
STATEWIDE PUBLIC SAFETY WIRELESS COMMUNICATIONS SYSTEM  
PROJECT NO. 060B9800036**

**April 10, 2009**

Ladies/Gentlemen:

This Amendment is being issued to change, add or delete certain information contained in the above named RFP. Specific parts of the RFP have been amended and the RFP changes are detailed below. The changes are marked with text underlined if it is new and crossed through if it has been deleted. This marking will help you more easily identify what has changed.

1. Please add the following to Section 1:

**1.37 Performance Bond**

**For subsequent (after contract award) Tower Installation work ONLY:**

The successful Offeror (Contractor) must submit a Performance Bond (see Attachment below), or other suitable security in the amount equal to the TO Agreement value. The bond shall be in effect for the life of the Task Order. Acceptable security shall be as described below, identified within and excerpted from COMAR 21.06.07.10:

Acceptable security for bid, performance, and payment bonds is limited to:

(1) A bond in a form satisfactory to the State underwritten by a surety company authorized to do business in this State;

(2) A bank certified check, bank cashier's check, bank treasurer's check, cash, or trust account;

(3) Pledge of securities backed by the full faith and credit of the United States government or bonds issued by the State;

(4) An irrevocable letter of credit in a form satisfactory to the Attorney General and issued by a financial institution approved by the State Treasurer”

**The cost of this bond, or other suitable security, is to be included in the total prices proposed and is not to be proposed and will not be recoverable as a separate cost item. The Contractor shall deliver the Performance Bond, or other**



**suitable security, to the State within 10 working days after being notified of the proposed TO Agreement award.**

Surety Bond Assistance Program

Assistance in obtaining bid, performance and payment bonds may be available to qualifying small businesses through the Maryland Small Business Development Financing Authority (MSBDFa). MSBDFa can directly issue bid, performance or payment bonds up to \$750,000. MSBDFa may also guaranty up to 90% of a surety's losses as a result of a contractor's breach of contract; MSBDFa exposure on any bond guaranteed may not, however, exceed \$900,000. Bonds issued directly by the program will remain in effect for the duration of the contract, and those surety bonds that are guaranteed by the program will remain in effect for the duration of the surety's exposure under the contract. To be eligible for bonding assistance, a business must first be denied bonding by at least one surety on both the standard and specialty markets within 90 days of submitting a bonding application to MSBDFa. The applicant must employ fewer than 500 full-time employees or have gross sales of less than \$50 million annually, have its principal place of business in Maryland or be a Maryland resident, must not subcontract more than 75 percent of the work, and the business or its principals must have a reputation of good moral character and financial responsibility. Finally, it must be demonstrated that the bonding or guarantee will have a measurable economic impact, through job creation and expansion of the state's tax base. Applicants are required to work through their respective bonding agents in applying for assistance under the program. Questions regarding the bonding assistance program should be referred to:

Maryland Department of Business and Economic Development  
Maryland Small Business Development Financing Authority  
217 E. Redwood Street, 22nd Floor  
Baltimore, Maryland 21202  
Phone: (410) 333-4270  
Fax: (410) 333-6931

**Revised Pricing - BAFO: Based on the new bonding requirement above for Tower Installation work, all Offerors will be allowed to submit a best and final offer, revising their financial proposal for Attachment F2: Site Development to include the costs of providing a Performance Bond.**

2. Please add the following to the list of Attachments (page 135):

Attachment P Performance Bond



3. Please add the below Attachment P after Attachment O in the Attachments section of the RFP:

**ATTACHMENT P**  
**PERFORMANCE BOND**

Principal	Business Address of Principal
Surety	Obligee
a corporation of the State of .....	STATE OF MARYLAND
and authorized to do business in the State of Maryland	By and through the following
	Administration.....
Penal Sum of Bond (express in words and figures)	Date of Contract
	.....20.....
Description of Contract	Date Bond Executed
	.....20.....
TO Agreement Number:	

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a TO Agreement with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which TO Agreement is described and dated as shown above, and incorporated herein by reference. The TO Agreement and all items incorporated into the TO Agreement, together with any and all changes, extensions of time, alterations, modifications, or additions to the TO Agreement or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them or to any other items incorporated into the TO Agreement shall hereinafter be referred to as "the TO Agreement."

WHEREAS, it is one of the conditions precedent to the final award of the TO Agreement that these presents be executed.

NOW, THEREFORE, during the original term of said TO Agreement, during any extension to the TO Agreement that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the TO Agreement; unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the TO Agreement; and
2. Principal and Surety shall comply with the terms and conditions contained in this Performance Bond.



Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: Individual Principal  
Witness .....as to .....(SEAL)

In Presence of: Co-Partnership Principal  
Witness .....(SEAL)  
(Name of Co-Partnership)  
.....as to By:.....(SEAL)  
.....as to .....(SEAL)  
.....as to .....(SEAL)

Corporate Principal  
.....  
Attest: (Name of Corporation)  
.....as to By:.....CORPORATE  
Corporate Secretary President SEAL

AFFIX

Attest: .....(SEAL) By: .....(Surety) AFFIX  
.....CORPORATE



Signature

SEAL

Bonding Agent's Name:.....
Agent's Address.....
(Business Address of Surety)

Approved as to legal form and sufficiency
this ..... day of ..... 20.....

Asst. Attorney General

- 4. Please add "Appendix 1A General Pool Channels Assigned to SHA by Region 20" to the list of Appendices Distributed only with a NDA on Page 156.
5. Please add Appendix 1A General Pool Channels Assigned to SHA by Region 20 (a copy is attached to the email promulgating this Addendum) to the "Appendices Distributed only with a NDA" previously distributed.
6. Please add: Section 3.7.3.9 Civil Engineer

Duties: Responsible for tasks such as, but not limited to: applying engineering theories, principles and standards to the new site construction process as well as engineering tasks to evaluate and improve the integrity of existing sites. The components of the new and existing construction process include, but are not limited to: creating a search area, selecting a site candidate, creating site designs and plans, preparing permits and zoning applications & supporting documents.

Education: This position requires a 4-year college program with a Bachelor's Degree in Civil Engineering or related field or equivalent vocational education, training, and experience with formal training in use of relevant administrative & industry specific tools (i.e. computer software and Internet).

Experience: Registered Civil Engineer in the State of Maryland with a minimum of 5 years experience with telecommunications, utilities and site work. The following skills are desirable: 1) effective communication skills, 2) willingness to work in a team environment, 3) planning/organizational skills, and 4) goal orientation.

- 7. Please add: Section 3.7.3.10 Structural Engineer

Duties: Responsible for applying engineering theories, principles and standards to the new tower construction process as well as evaluating and recommending improvements to the structural integrity of existing towers.

Education: This position requires a 4-year college program with a Bachelor's Degree in Structural Engineering or related field or equivalent vocational education, training, and experience with formal training in use of relevant administrative & industry specific tools (i.e. computer software and the Internet).

Experience: Registered Structural Engineer in the State of Maryland with a minimum of 5 years experience with construction and inspection of Public Safety Wireless Communications towers. The



following skills are desirable: 1) effective communication skills, 2) willingness to work in a team environment, 3) planning/organizational skills, and 4) goal orientation.

8. Please add: Section 3.7.3.11 Electrician

**Duties:** Installs, diagnoses problems, and repairs electrical systems, apparatus, electrical and electronic components following electrical code, manuals, schematic diagrams, blueprints and specifications. Reads and interprets plans, blueprints and specifications for construction or remodeling, and may recommend appropriate modifications or additions to plans. Connects and repairs power supply wires to machines and equipment, and the cables and wires between machines and equipment. Performs maintenance and repairs to electrical equipment including fluorescent and incandescent units, lighting fixtures, wiring, conduit boxes and tubing, switches, motors, generators, and climate control systems. Prepares estimates of time, labor, and materials. Prepares reports reflecting daily operations and project status. Operates and maintains tools and equipment of the electrical trade. Provides guidance in electrical work to other personnel. May have lead responsibility for special projects.

**Education:** Certification as a Licensed Master Electrician in the State of Maryland.

**Experience:** Seven years experience in the electrical field. Three years experience in any of the following areas: design, construction, testing, installation, maintenance and repair of electrical systems.

9. Please add: Section 3.7.3.11 Environmental Engineer

**Duties:** Responsible for conducting projects in researching, analyzing and evaluating the environmental impact of projects, making recommendations and plans to minimize and mitigate environmental impact. Responsible for independently preparing environmental studies and serving as a technical expert in the particular area of environmental studies.

**Education:** Bachelor's Degree from an accredited college or university in natural sciences, earth science, physical science, environmental science, chemistry, physics, biology, agronomy, horticulture or related sciences, forestry, geography, environmental planning, civil engineering, sociology, economics, planning anthropology, architectural history or related fields such as ecology, landscape architecture, or environmental engineering.

**General Experience:** Four years experience in environmental analysis or environmental management.

10. Please add: Section 3.7.3.12 Architectural Historian

**Duties:** Responsible for conducting Historic Properties Survey investigations, identifying historic properties, evaluate the effects of the undertaking to historic properties. Provide visual impact assessment and expert application of the Criteria of Adverse Effect on historic properties and Rural Historic Landscapes within the Area of Potential Effect.



**Education:** Bachelor's Degree from an accredited college or university in Architectural History, Art History, Historic Preservation or related field or five (5) years of equivalent experience in a related field. A Master's Degree is preferred.

**General Experience:** Experience performing full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.

11. Please add: Section 3.7.3.13 Construction Manager

**Duties:** Responsible for the coordination of all site work necessary to provide a fully functional Public Safety Wireless Communications tower site. Provides the management and technical direction for the construction of a fully functional Public Safety Wireless Communications tower site.

**Education:** An Associate's degree from an accredited college or university in Associate's degree (ASCE, ASEE, ASET, ASME or other related field) or equivalent.

**Experience:** Five continuous years of documented (by references and work history) experience, including but not limited to the coordination and supply of self-supporting towers with associated concrete foundations and the coordination and supply of concrete equipment shelters with associated concrete foundations.

The following skills are desirable: 1) effective communication skills, 2) willingness to work in a team environment, 3) planning/organizational skills, and 4) goal orientation.

12. Please update Attachment F6 in the Price sheets to add the following Labor Categories and # of Hours:

Category	Fully Loaded Hourly Rate	# of Hrs	Total Price
Civil Engineer		1500	
Structural Engineer		1500	
Electrician		2500	
Environmental Engineer		1500	
Architectural Historian		2500	
Construction Manager		2000	

13. Section 3.2.10.3 Subscriber Unit Authentication. Change the first sentence to read:

The network management system must authenticate all users for validation of services and access to the radio system by use of Link Layer Authentication as specified in the P25 suite of documents.





~~The network management system must authenticate all users by an Electronic Serial Number (ESN) or equivalent unique identifier for validation of services and access. It must be possible to immediately disable any individual radio from the network management system so that it may not access the system, initiate a call, or receive traffic. Any radio so disabled shall continue to broadcast its position data at intervals and shall be capable of being polled without alerting the subscriber operator. A radio so disabled must be physically reset by an authorized system manager.~~

14. *Section 3.4.2.2.1 New Tower Construction.* Add a third paragraph that reads:

3. Equal to or less than 150 ft AGL - Monopole antennae will be accepted for use with low power transceivers defined as radios with RF output of thirty (30) watts or less

15. Add a new section:

*Section 3.4.2.2.3 Monopole Minimum Specifications:*

1. Must meet or exceed EIA, TIA, and AISC standards as well as any local code requirements.
2. Single member, self-supporting structure, continuously tapered.
3. Fabricated of high-strength steel.
4. Constructed of slip-fit tapered sections for easy on-site assembly.
5. Constructed of Hot-dipped galvanized steel to prevent corrosion.
6. Capable of supporting rotating platforms.
7. Steel used for construction must have minimum yield strength of 65 ksi.

16. *Section 3.4.2.2.2 Tower Technical Specifications, Item #3* Add the following:

Except for monopole towers, the bottom 20 feet (minimum) of the tower shall have K-bracing construction to allow for ingress and egress under the tower.

17. *Section 3.4.2.2.2 Tower Technical Specifications, Item #8* Add the following:

Except for monopole towers, all leg and leg flange PL material is ASTM A-572 grade 50 (Fy >= 50 ksi). All other material is ASTM A36 (Fy >= 36 ksi)

18. *Section 3.4.2.2.2 Tower Technical Specifications, Item #9* Add the following:

Except for monopole towers, 1 1/8" Φ ASTM A449 anchor bolts required per leg.

19. Section 3.2.14.4 700 MHz Channel Plan . Add a third paragraph that reads:

The Contractor can also use 800MHz channels that are available to the State.

20. Section 3.4.2.1 Existing Tower Modification Add a third paragraph that reads:





A structural analysis is not required for towers constructed within the last ten (10) years.

21. Section 3.2.14.2 Coverage Modify the second sentence of the first paragraph to read:

Portable radios shall be configured using a ¼ wave antenna, hip-worn radio in a ~~belt-loop~~ swivel case, and speaker-microphone without antenna.

and add the following next-to-last sentence:

All loss calculations shall be based upon TSB-88 (latest version).

So the paragraph now reads:

The system design shall be based on APCO Project 25 Phase 2 performance as required to provide the specified reliability throughout the coverage area as defined above. Portable radios shall be configured using a ¼ wave antenna, hip-worn radio in a ~~belt-loop~~ swivel case, and speaker-microphone without antenna. All loss calculations shall be based upon TSB-88 (latest version). The maximum output transmit power of a portable radio is limited to 3 Watts for determining the system coverage.

22. Add the following Section 3.2.14.7 to the RFP.

Section 3.2.14.7 In Cecil County, the State can only provide six (6) 12.5 KHz 700 MHz frequencies. There are no 800 MHz frequencies known to be available in this County. Offerors shall design their system for Cecil County based upon the six (6) available 700 MHz frequencies.

23. Revise Section 3.3.5.3, #1 to read:

All dispatch workstations shall be configured with the latest version of the Windows XP operating system or as otherwise accepted by the utilizing agency.

24. Revise Section 3.3.5. to add a 5<sup>th</sup> operating system:

add 5. Windows 7 after 4. Windows Vista

25. Revise Section 3.3.7 to add the following two sentences to the end of the paragraph:

Offerors are required to provide a ¼ wave antenna for all portable radios. This does not alter the requirement to provide AVL capability through the portable radio.

The paragraph now reads:



S T A T E O F M A R Y L A N D

DEPARTMENT OF INFORMATION TECHNOLOGY

MARTIN O'MALLEY  
Governor

ANTHONY BROWN  
Lieutenant Governor

ELLIOT SCHLANGER  
Secretary

The Contractor must provide three “tiers” of mobile and portable radio units from at least three different manufacturers as required for occasional, administrative, public safety, or command level users. Tiers differentiate radio unit models by capabilities, durability, feature sets, significant price points, etc. as identified in the subsections below. Offerors are required to provide a ¼ wave antenna for all portable radios. This does not alter the requirement to provide AVL capability through the portable radio.

Date Issued: April 10, 2009

Ed Bannat  
Procurement Officer