

Request for Proposals  
for  
**STATEWIDE TOWER EQUIPMENT INSTALLATION AND SERVICES**

**PROJECT NO. 050R4800267**

**Department of Budget and Management**



**Office of the Secretary  
Division of Policy Analysis  
Procurement Unit**

**Issue Date: March 9, 2004**

**NOTICE**

Prospective Offerors who have received this document from the Department of Budget and Management's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

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

**STATE OF MARYLAND  
NOTICE TO OFFERORS/CONTRACTORS**

In order to help us improve the quality of State proposals solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to bid on this contract, please fax this completed form to: 410-974-3274 to the attention of Robert Krysiak.

**Title:** Statewide Tower Equipment Installation and Services

**Project No:** 050R4800267

a. If you have responded with a "no bid", please indicate the reason(s) below:

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

2. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS:

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Offeror Name: \_\_\_\_\_ Date \_\_\_\_\_

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

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

**KEY INFORMATION SUMMARY SHEET**

**STATE OF MARYLAND  
Request For Proposals  
for  
STATEWIDE EQUIPMENT INSTALLATION AND SERVICES  
PROJECT NUMBER 050R4800267**

**RFP Issue Date:** March 9, 2004

**RFP Issuing Office:** Department of Budget and Management  
Office of the Secretary  
Division of Policy Analysis, Procurement Unit

**Procurement Officer:** Robert Krysiak  
Office Phone: (410) 260-7179  
Fax: (410) 974-3274  
e-mail: rkrysiak@dbm.state.md.us

**Proposals are to be sent to:** Department of Budget and Management  
45 Calvert Street, Room 115  
Annapolis, MD 21401  
Attention: Robert Krysiak

**Pre-Proposal Conference:** March 19, 2004 at 10:00 AM (Local Time)  
45 Calvert Street, Annapolis, MD  
Room 164 A and B

**Closing Date and Time:** April 14, 2004 at 2:00 PM (Local Time)

**NOTE**

Prospective Offerors who have received this document from the Department of Budget and Management's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

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**1.1 Summary Statement**

- a. The Department of Budget and Management (DBM) is issuing this Request for Proposals (RFP) to procure the services of multiple Contractor(s) to provide Tower Equipment Installation and Services covering the following six (6) categories:

Category 1 - Antenna and Transmission Line Installation, Removal and Repair

Category 2 - Tower Lighting Systems Installation and Repair

Category 3 - Tower Inspection Services

Category 4 - Generator Maintenance

Category 5 - Tower Site Upkeep

Category 6 - Tower Site Audit and Documentation Services

The State of Maryland (the State) has a sizable and growing investment in Wireless Communications Sites and assets. The objective of this solicitation is to enable all agencies of Maryland State government that require support services for wireless communications sites, a method to procure these services in a timely and efficient and cost effective manner by the use of Task Order Requests. This procurement is designed to provide the State with highly skilled and responsible Contractor(s) with a wide variety of expertise in the repair, installation and upkeep of wireless communications sites and related equipment.

- b. DBM intends to award a Master Contract to an unlimited number of Offerors that are deemed qualified by the State to provide Tower Equipment Installation and Services. Awards will be made by category and county. Offerors may propose one, some or all categories in one, some or all counties.
- c. The State does not guarantee that any Task Order Request will be issued or that any contractor will be awarded any Task Order Requests. There is no separate appropriation to fund Task Order Requests. Each required service will be summarized in a Task Order Request. Task Order Requests will be issued, as needed, throughout the term of the Master Contracts. All vendors awarded a Master Contract for each category will be invited to compete for the single award that will be made to perform each specific Task Order Request under that category. Based upon an evaluation of these responses, a single vendor will be selected to conduct each Task Order Request. Neither a Task Order Request or a Contractor's response to a Task Order Request, may in any way conflict with or supercede the Tower Equipment Installation and Services Master Contract.
- d. It is the State's intention to obtain services, as specified in this RFP, from a contract between the successful Offeror(s) and the State. However, this contract will not be a requirements contract and is not to be construed to require the State to purchase exclusively from the contract. The State reserves the right to procure services from other sources when it is in the best interest of the State to do so and without notice to the Offeror. In addition, the awarding of a Master Contract to any offeror does not guarantee that a contractor will be successful in winning any Task Order Request competition to perform any work described in this RFP.

## 1.2 Abbreviations and Definitions

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

- a. ANSI/TIA - American National Standards Institute/Telecommunications Industry Association.
- b. ATS - Automatic Transfer Switch.
- c. BPW - the Board of Public Works.
- d. CFR – Code of Federal Regulations.
- e. Contractor has the same meaning as Master Contractor.
- f. DBM - Department of Budget and Management.
- g. EIA - Electronic Industries Association.
- h. Emergency Rate – Emergency work not previously scheduled.
- i. FAA - Federal Aviation Administration.
- j. FCC - Federal Communications Commission.
- k. Fixed Hourly Labor Category Rates - Fully loaded hourly rates established in the Master Contract that include all direct and indirect costs, travel costs and profit for the Contractor to perform a Task Order Request.
- l. IEEE - Institute of Electrical and Electronics Engineers.
- m. Local Time – Time in the Eastern Time Zone as observed by the State.
- n. Master Contract - The contract entered into between DBM and Offerors responding to this RFP, which provides the overall framework for awarding and conducting Task Order Requests. This contract includes all general State terms and conditions, unit prices, and payment adjustment mechanisms and all other details that control all aspects of Task Order Requests. This contract will incorporate the entire RFP, including any addenda, and all or indicated portions of the selected Offerors' proposals. A sample of this contract is included as Attachment A to this RFP. The final completed version of Attachment A will be the contract.
- o. Master Contractor - An Offeror selected to receive a Master Contract award under the procedures contained in this RFP that signs a Master Contract with the State. DBM will offer contracts to all Offerors deemed qualified to receive an award.
- p. MBE - Minority Business Enterprise.
- q. MIL-HDBK - Military Handbook
- r. MOSHA - Maryland Occupational Safety and Health Administration.

- s. NFPA - National Fire Protection Agency.
- t. NEC - National Electrical Code.
- u. Not-to-Exceed Ceiling - This pertains to all Task Order Requests awarded under this RFP. This means a discrete dollar amount, listed in the notice to proceed, that may not be exceeded. If a Contractor reaches this NTE Ceiling while performing a Task Order Request, at the direction of the Procurement Officer, it shall stop performing any services for which it would seek payment beyond the NTE Ceiling amount, until such time as the procurement officer for the Task Order Request authorizes an increase to allow the continuation of services.
- v. Notice To Proceed (NTP) - A formal combined notification (may be in the form of a purchase order) from the using Agency that Specific Master Contractor(s) has (have) been selected to perform a Task Order Request; and, that Master Contractor(s) should immediately, or as of a date contained in the notice, begin performance of the awarded Task Order Request.
- w. NTE - Not-to-Exceed.
- x. Offeror - An entity that submit a proposal in response to this solicitation.
- y. OSHA - Occupational Safety and Health Administration.
- z. Regular Overtime – Callback and Extended Workday 7 P.M. to 7 A.M. Weekends 7 P.M. Friday through 7 A.M. Monday and all State Observed Holidays
- aa. RFP – This Request for Proposals for Statewide Tower Equipment Installation and Services, Project Number 050R4800267, dated March 9, 2004, including any amendments.
- bb. Standard Hours – Monday through Friday 7 A.M. to 7 P.M.
- cc. Task Order Request Manager - The specific employee identified in a Task Order Request who will supervise the contractor rendering services for that respective Task Order Request.
- dd. Task Order Request - A solicitation document which describes all specific circumstances regarding the performance of services involving agencies of the State of Maryland. A Task Order Request will not amend, duplicate or conflict with any provision of the Master Contract. A Task Order Request will only be distributed to successful Master Contractors.
- ee. Task Order Request Response - The technical and financial response by a Contractor to a Task Order Request.
- ff. TIA - Telecommunications Industry Association.
- gg. UL - Underwriters Laboratory Inc.



### **1.3 Contract Type**

The Master Contract shall be an Indefinite Quantity, Fixed Price contract. Task Order Requests issued under this Master Contract will be paid on a time and materials or fixed price basis, utilizing the fixed labor rates proposed in the Master Contractor's financial proposal submitted in response to this RFP as defined in COMAR 21.06.03.

### **1.4 Contract Duration**

The Master Contract resulting from this RFP shall be for a three-year period beginning on or about June 1, 2004 and end May 31, 2007. The State, at its sole option, shall have the right to extend the Master Contract for up to two additional, successive one-year terms beyond the initial 3-year term. A Task Order Request end date may extend beyond the Master Contract end date by no more than three months.

### **1.5 Procurement Officer/State Project Manager/Issuing Office**

1.5.1 The sole point of contact in the State for purposes of this RFP prior to the award of any contract is the Procurement Officer at the address listed below:

Robert Krysiak, Procurement Officer  
Department of Budget and Management  
Division of Policy Analysis, Procurement Unit  
45 Calvert Street/ First Floor Room 115  
Annapolis, Maryland 21401  
Telephone #: 410-260-7179  
Fax #: 410-974-3274  
E-mail: rkrysiak@dbm.state.md.us

1.5.2 The State Program Manager for this contract is:

Edward Ryan  
Department of Budget and Management  
Telecommunications Division  
301 W. Preston Street, Suite 1304  
Baltimore, MD 21201  
Telephone #: 410-767-4219  
Fax #: 410-333-5163  
E-mail: ryan@dbm.state.md.us

### **1.6 Pre-Proposal Conference**

- a. A Pre-Proposal Conference will be held on March 19, 2004 beginning at 10:00 a.m. in Conference Room 164 A and B. Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Offeror's understanding and ability to meet the State's Minority Business Enterprise (MBE) goals.
- b. The Conference will be transcribed. A copy of the transcript of the Pre-Proposal Conference will be made available to potential Offerors at a nominal charge directly from the transcription company. The identity of the company and details of how to obtain a

transcript copy will be provided at the conference. In addition, as promptly as is feasible subsequent to the Conference, a summary of the Pre-Proposal Conference and all questions and answers known at that time will be distributed, free of charge, to all prospective Offerors known to have received a copy of this RFP.

- c. In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that by **4:00 PM on March 16, 2004**, all potential Offerors planning to attend, return the Pre-Proposal Conference Response Form or call the Procurement Officer with such notice. The Pre-Proposal Conference Response Form is included as Attachment L to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. DBM will make reasonable efforts to provide such special accommodation.

### **1.7 Use of “e-Maryland Marketplace”**

- a. “e-Maryland Marketplace” is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DBM web site ([www.dbm.state.md.us](http://www.dbm.state.md.us)) and other means for transmitting the RFP and associated materials, the solicitation and minutes of the pre-bid/proposal conference, Offeror questions and DBM responses, addenda, and other solicitation related information will be provided via e-Maryland Marketplace.
- b. This means that all such information is immediately available to subscribers to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, it is recommended that all Offerors interested in doing business with Maryland State agencies subscribe to e-Maryland Marketplace.
- c. Information, including on-line subscription access, can be obtained at the e-Maryland Marketplace website at <http://www.emarylandmarketplace.com/about.cfm>.

### **1.8 Questions**

- a. The Procurement Officer, prior to the pre-proposal conference, will accept written questions from prospective Offerors. If possible and appropriate, such questions will be answered at the pre-proposal conference. (No substantive question will be answered prior to the pre-proposal conference.) Questions may be submitted by mail, facsimile, or preferably by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Offerors attending the Pre-Proposal Conference. If possible and appropriate, these questions will be answered at the Pre-Proposal Conference.
- b. Questions will also be accepted subsequent to the Pre-Proposal Conference. All post-conference questions should be submitted in a timely manner to the Procurement Officer only. The Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of the RFP.

## **1.9 Proposals Due (Closing) Date**

- a. An unbound original and five (5) bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.5.1, no later than **2:00 PM** (local time) on **April 14, 2004** in order to be considered. An electronic version (diskette or CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (diskette or CD) of the Financial Proposal in MS Word format must be enclosed with the original financial proposal. Insure that the diskettes are labeled with the RFP title, RFP number, Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).
- b. Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, proposals received by the Procurement Officer after the due date, January 20, 2004 at 2:00 PM (local time) will not be considered. Proposals may not be submitted by e-mail or facsimile.

## **1.10 Duration of Offer**

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

## **1.11 Revisions to the RFP**

- a. If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.
- b. Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offeror's proposal in the Transmittal Letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

## **1.12 Cancellations; Discussions**

The State reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State of Maryland. The State also reserves the right, in its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations.

### **1.13 Oral Presentation**

- a. Offerors may be required to make oral presentations to State representatives. Significant representations made by an Offeror during the oral presentation must be reduced to writing. All such representations will become part of the Offeror's proposal and are binding if the contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations.
- b. Typically oral presentations occur approximately two (2) weeks after the proposal due date. Offerors should plan accordingly. Typically, oral presentations shall follow a specified format and will generally be limited to about a one (1) hour of presentation time, followed by one (1) hour of questions and discussion. The Procurement Officer will issue a letter with details and instructions prior to the presentations.

### **1.14 Incurred Expenses**

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

### **1.15 Economy of Preparation**

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

### **1.16 Protests/Disputes**

Any protest or dispute related respectively to this solicitation or the resulting contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

### **1.17 Multiple or Alternative Proposals**

Submitting proposals for more than one category or county is not considered a multiple or alternate proposal. Multiple or alternative proposals will not be accepted.

### **1.18 Access to Public Records Act Notice**

- a. An Offeror should give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland.
- b. Information which is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in its Financial Proposal. Offerors are advised that, upon request for this information from a third party, the Contract Officer is required to make an independent determination whether the information can be disclosed (see COMAR 21.05.08.01).

### **1.19 Offeror Responsibilities**

- a. The selected Offeror(s) shall be responsible for all products and services required by this RFP. Subcontractors, excluding those used solely to meet MBE participation goals, must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals.
- b. If an Offeror intends to use subsidiaries to perform or provide the services required by this RFP, the entity/entities that submits the proposal, the required information in the proposals such as but not limited to references and financial reports for the entity/entities, and the entity/entities that signs the proposal, must be consistent and the same.

### **1.20 Mandatory Contractual Terms**

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as **Attachment A**. Any exceptions to this RFP or the Contract must be clearly identified in the Executive Summary of the technical proposal. A proposal that takes exception to these terms may be rejected.

### **1.21 Bid/Proposal Affidavit**

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

### **1.22 Contract Affidavit**

All Offerors are advised that if a contract is awarded as a result of this solicitation, the successful Offerors will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as **Attachment C** of this RFP. This Affidavit must be provided within five (5) business days notification of proposed contract award.

### **1.23 Minority Business Enterprises**

- a. An MBE subcontractor participation goal will be established for each TO with an aggregate goal for each Master Contract award by category as follows:

Category 1 - Antenna and Transmission Line Installation, Removal and Repair – 5%

Category 2 - Tower Lighting Systems Installation and Repair – 2%

Category 3 - Tower Inspection Services – 2%

Category 4 - Generator Maintenance – 2%

Category 5 - Tower Site Upkeep – 5%

Category 6 - Tower Site Audit and Documentation Services – 5%

This percentage applies to the amount of all payments by the State to the Contractor. The contractor shall structure its awards of subcontracts under the contract in a good faith effort to achieve the goal in such subcontract awards by businesses certified by the State of Maryland as being owned and controlled by one or more socially and economically disadvantaged individuals. MBE requirements are specified in Attachment D of this RFP. MBE participation in work performed under this contract will be monitored by the State. See Attachment D for details.

- b. A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, P.O. Box 8755, B.W.I. Airport, Maryland 21240-0755. The phone number is 410-865-1269. The directory is also

available at <http://www.mdot.state.md.us>. Select the MBE Program label. The most current and up-to-date information on MBEs is available via the web site.

#### **1.24 Arrearages**

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

#### **1.25 Procurement Method**

This contract will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03.

#### **1.26 Bid Bond**

- a. A bid bond or other suitable security must be submitted with the Offeror's technical proposal for Category 1 - Antenna and Transmission Line Installation, Removal and Repair only in the amount of \$15,000.
- b. Acceptable security shall be as described below, identified within and excerpted from COMAR 21.06.07:

"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. Attachment F is the bid bond required for this solicitation.

#### **1.26 Performance Bond**

- a. The successful Offeror must submit a Performance Bond (see **Attachment G**), or other suitable securities as identified within COMAR 21.06.07, by category in the following amounts for the period of the contract (including renewal options):

- Category 1 - Antenna and Transmission Line Installation, Removal and Repair - \$100,000
- Category 2 - Tower Lighting Systems Installation and Repair - \$25,000
- Category 3 - Tower Inspection Services - \$10,000
- Category 4 - Generator Maintenance - \$25,000
- Category 5 - Tower Site Upkeep – No bond required
- Category 6 - Tower Site Audit and Documentation Services – No bond required

**A letter must be submitted from a bonding company with the technical proposal providing evidence that the Offeror is capable of securing the performance bond required for Categories 2, 3 and 4.**

- b. 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 Performance Bond or other suitable security shall be delivered to the State by the Offeror within 5 days of recommendation for contract award. 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.

**1.27 Surety Bond Assistance Program**

Assistance in obtaining a bid, performance and payment bonds may be available to qualifying small businesses through the Maryland Small Business Development Financing Authority (MSBDFDA). MSBDFDA can directly issue bid, performance or payment bonds up to \$750,000. MSBDFDA may also guaranty up to 90% of a surety's losses as a result of a contractor's breach of contract; MSBDFDA 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 MSBDFDA. 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

## **1.28 Contract Price Adjustments**

### **a. Price Adjustment**

On June 1, 2007 and again on June 1, 2008, the Contractor(s) shall be entitled to an adjustment to the contract service rates. At least fifteen (15) days prior to June 1 of the above year in question, the State shall advise the Contractor(s) of the permitted percentage adjustment for each contract service rate. Assuming the contract begins as expected on June 1, 2004, the first Option Year adjustment shall be based on the change in the Consumer Price Index from March 2006 to March 2007 (the second Option Year adjustment will be based on the CPI change from March 2007 to March 2008) as described in paragraph B below. However, the maximum annual increase for either Option Year shall be limited to 5% of the unit prices in effect at the time of the price adjustment.

### **b. Consumer Price Index Information**

The adjustment shall be calculated by reference to the annual change in the U.S. Department of Labor, Bureau of Labor Statistics (BLS), the U.S. City Average Consumer Price Index - All Urban Consumers ("CPI-U"), all items, base period 1982-84=100, no seasonal adjustment, for the month of December released approximately mid-month in January.

The adjustment will be calculated as a percentage resulting from the annual change in the index from the preceding December. An example of the calculation is provided in paragraph 4. Within five (5) business days of the receipt of the State's notice of adjustment, the Contractor shall submit a schedule of revised rates.

In the event that the BLS discontinues the use of the index described in paragraph B (1), adjustments shall be based upon the most comparable successor index to the CPI. The determination as to which index is most comparable shall be within the sole discretion of the State.

The following example illustrates the computation of percent change in Option Year 1 (assuming that Option Year starts 6/1/2007):

CPI for March 2007	136.0
Less CPI for March 2006	129.9
Equals index point change	6.1
Divided by March 2006 CPI	129.9
Equals	.047
Result multiplied by 100	0.047 x 100
Equals percent change	4.7%

## **1.29 Verification of Registration and Tax Payment**

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to



complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for contract award.

### **1.30 Prevailing Wage Requirement**

If the total bid price for the Task Order Request project is \$500,000.00 or more, the Prevailing Wage Law provisions, State Finance and Procurement Article, Annotated Code of Maryland – Sections 17-201 through 17-226 and Code of Maryland Regulations 21.11.11, regulating hours of labor, rates of pay, conditions of employment, obligations of employers, and the powers and duties of certain public officials under contracts and subcontracts for public works in Maryland, will be in effect. To obtain a list of the current prevailing wage for the various labor categories, please contact: The Division of Labor and Industry, Prevailing Wage Unit, 1100 North Eutaw Street, Room 607, Baltimore, MD 21202.

### **1.31 False Statements**

- a. Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

In connection with a procurement contract, a person may not willfully:

1. Falsify, conceal, or suppress a material fact by any scheme or device;
  2. Make a false or fraudulent statement or representation of a material fact; or
  3. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- b. A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- c. A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

### **1.32 Electronic Funds Transfer**

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form (Attachment M). Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form can be downloaded at the following URL: <http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>.

## **SECTION 2 – MINIMUM QUALIFICATIONS**

Offerors must clearly state and demonstrate within the Executive Summary of the technical proposal that they satisfy these minimum requirements for each category proposing and provide references to the page number in the technical proposal where such evidence can be found.

### **2.1 Category 1 – Antenna and Transmission Line Installation, Removal and Repair**

The Offeror shall have a minimum of five (5) years of documented experience installing, removing and repairing Public Safety Antennas and Transmission lines

### **2.2 Category 2 – Tower Lighting Systems Installation and Repair**

- a. The Offeror shall have a minimum of two (2) years of documented experience installing, removing and repairing incandescent tower lighting systems as specified in FAA Advisory Circular AC70/7460-K.
- b. The Offeror shall be certified by one or more tower lighting system manufacturers such as Honeywell Systems, Flashtech Technology or TWR.

### **2.3 Category 3 – Tower Inspection Services**

The Offeror shall have a minimum of five (5) years of documented experience of performing tower inspections, visual inspections and minor repairs of towers by climbing as specified in Attachment I, Tower Inspection Checklist.

### **2.4 Category 4 – Generator Maintenance**

- a. The Offeror shall have a minimum of five (5) years of experience performing preventative and emergency generator and associated automatic transfer switch maintenance and repair.
- b. The Offeror shall be certified to repair and maintain emergency generators by one or more emergency generator manufacturers such as Onan, Generac and Kohler.

### **2.5 Category 5 – Tower Site Upkeep – Not Applicable**

### **2.6 Category 6 – Tower Site Audit and Documentation Services**

The Offeror shall have two (2) years of documented experience conducting site audits.

## SECTION 3 – SCOPE OF WORK

### 3.1 General Requirements

- 3.1.1 Each Master Contractor shall designate a Point of Contact (POC) for the State with regard to all provisions of the contract resulting from this solicitation and will be responsible for furnishing the services required in the contract.
- 3.1.2 The State, at its sole discretion and at no additional cost to the State, reserves the right to reject assignment of any Contractor personnel to work on assigned projects.
- 3.1.3 The Contractor's work must be executed in such a manner that it minimizes disruption of day-to-day functions of the agency and does not cause any unauthorized disruptions to existing telecommunications services. The Contractor shall schedule an appointment with the agency to ensure access to the facility and to ensure that daily operations are not disrupted.
- 3.1.4 Typically the State will provide any parts required for installation, maintenance or repairs. In the event the Contractor is tasked with providing parts or materials the cost of these materials must be directly passed on to the State with no markup. In the event COMAR Section 21.09.01.14 B. and C. will control. The Contractor must provide the original invoice for any and all parts charges to the State. The State reserves the right to supply any replacement parts to the Contractor. The Contractor, in routine service reports to be submitted to the State, will note installation or use of such replacement parts.
- 3.1.5 All equipment, replacement parts or components supplied by the Contractor must be new and unused at the time of the installation.
- 3.1.6 The Contractor must supply the State with Bills of Sale and warranty documents for all replacement parts and equipment supplied by the Contractor.
- 3.1.7 The State may elect and reserves the right to perform its own maintenance, removal, installation, or relocation of any equipment on any facility without prior notification to the Contractor.
- 3.1.8 Upon termination, cancellation, or completion of the contract, the Contractor(s) shall turn over those items of equipment and spare components provided by an agency of the State to the agency that supplied them.

### 3.2 Technical Requirements

- 3.2.1 Category 1 - Antenna and Transmission Line Installation, Removal and Repair.

The Contractor(s) shall at a minimum:

- a. Install, remove and repair wireless communications antennas (including microwave dish antennas) and transmission line from the following manufacturers, including but not limited to, Antel, Antenex, Decibel Products, Maxrad, Andrew, Microflect/Valmont, Mark Antenna Products and other manufacturers of antennas and support products.
- b. Be responsible for ensuring that all installation and service performed complies with all manufacturers recommended installation procedures, applicable Federal Communications Commission (FCC) rules in Parts 22,24,27,90 and 101. In order for the project to be accepted, the State Project Manager or his representative will witness the Contractor

testing the newly installed antennas and transmission lines by either sweep test or conventional wattmeter test in line with the associated transmitter to ensure full operability at the required frequency ranges.

- c. Be responsible for installing antenna and cable in accordance with the equipment manufacturer's instructions, standard accepted industry practices, specifications in this RFP, specific instructions as outlined in the accepted Statement of Work document and field coordination under the direction of the State technician or engineer.

### 3.2.2 Category 2 -Tower Lighting System Installation and Repair

The Contractor(s) shall at a minimum:

- a. Install and repair strobe and incandescent tower lighting systems to the board level, made by various manufacturers such as Flash Technology, Honeywell Systems and TWR as per manufacturers specifications and standard accepted industry practices, FCC Part 17 and FAA Advisory Circular AC70/7460-K.
- b. Provide a report detailing corrective actions taken. Report shall be supplied with each invoice submitted for each service call.
- c. Respond and be on site within 24 hours of notification of a tower lighting system malfunction.

### 3.2.3 Category 3 -Tower Inspection Services

The Contractor(s) shall at a minimum:

- a. Perform visual inspections of antenna supporting structures, by climbing the tower, when requested by a using agency. Before performing any inspection work, the Contractor shall schedule an appointment with the agency to ensure access to the facility and to ensure that daily operations are not disrupted.
- b. Include in the inspection routine, equipment that is within the limits of the manufacturer's specifications, and that "wear" items have been properly serviced, tightened, lubricated, etc., as required by good technical practices and the manufacturer's recommendations. As a minimum, the Inspection Maintenance routine shall follow Attachment H, Tower Inspection Check List, and appropriate EIA/TIA-222-F or newer standards. The Contractor shall submit the original of this form to the agency's designated representative at the end of inspection. The report shall include photographs of any discrepancies discovered during the inspection.
- c. As part of the tower inspection process, perform minor repairs such as tightening loose bolts & clamps, repairing worn and/or damaged weathered proofing, etc., at no additional cost to the State.
- d. During the inspection of lighted towers, replace all non-functioning incandescent lamps at no additional cost to the State. The replaced lamps shall be destroyed on site and removed by the Contractor.

### 3.2.4 Category 4 - Generator Maintenance

The Contractor(s) shall at a minimum:

- a. Perform regular scheduled service (i.e. oil changes, oil filter, coolant change, lubrication) and preventative maintenance service and testing of various portable and fixed location propane and diesel generators and automatic transfer switches (ATS), on a single visit, quarterly, semi-annually or annual basis as described in a Task Order Request. These generators, located at various wireless communication sites located throughout the State, are of various makes and sizes from 15 kW up to, and including 150 kW, diesel and/or liquid propane.
- b. Perform minor repairs to the systems.
- c. Perform preventative maintenance in accordance with Attachment I, Generator Maintenance Check List. The completed original of this form must be completed and submitted prior to submission of an invoice for work performed.

### 3.2.5 Category 5 -Tower Site Upkeep Service

At a minimum, the Contractor(s) shall furnish all labor, transportation, supervision, equipment and supplies to perform ground-level communications tower site services such as:

- a. Maintain appearance of the grounds and buildings – All trash must be removed from the site by the Contractor and disposed of properly.
- b. Change air filters – Air filters will be provided by the State.
- c. Trim trees and clear growth - All pruning and trimming of trees and shrubs and weeds shall be done as instructed. The Contractor shall dispose of debris from pruning and trimming and weeding off-site.
- d. Repair gates and fences – General repairs (parts will be provided by the State).
- e. Upkeep of access road – Limited to fill in and leveling of gravel.
- f. General painting and caulking – Doors, exterior vents on buildings, propane tanks etc. (tower painting **is not** part of this RFP). Paint will be provided by the State.
- g. The Contractor will perform tower site service by scheduled visits.
- h. The Contractor will perform site service and provide documentation in accordance with Attachment J, Tower Site Upkeep Check List. The original of this form must be completed and submitted prior to submission of an invoice for work performed.

### 3.2.6 Category 6 -Tower Site Audit & Documentation

The Contractor(s) shall at a minimum perform tower site audit visits to include:

- a. Digital site photo's.

- b. Extensive site data inventory forms using Microsoft Excel spreadsheets, creating floor plan drawings and antenna and microwave dish placement on the various mounting structures.
- c. Inventory data forms of various private carriers, County and State Agencies located at tower sites throughout the State of Maryland using Microsoft Excel Spreadsheets.
- d. Site layout sketch and a detailed Tower Site Audit check list in accordance with Attachment K, Tower Site Audit Check List.

### **3.3 Task Order Request Procedures**

#### 3.3.1 Task Order Request

Task Order Requests will be initiated by the requesting agency and shall define the scope and requirements of the specific needs of the requesting agency. At a minimum, Task Order Requests will contain the following information:

- a. Performance objectives and/or deliverables,
- b. Period of performance,
- c. Place of performance,
- d. Deliverable/delivery schedule,
- e. Security requirements,
- f. State furnished equipment or information,
- g. Inspection and acceptance criteria,
- h. Site inspection verification form, if necessary; and
- i. Minority Business Enterprise Goal.

#### 3.3.2 Task Order Request Proposal Requirements

All Task Order Requests will be sent to all Contractors awarded a Master Contract by State agencies requiring the service for the specific category and county. All Contractors receiving the Task Order Request must respond with either a Task Order Request Response or a written notification to the requesting agency that they don't intend to submit a proposal and reason(s) why. Upon receipt of a Task Order Request, the Contractor shall provide a proposal in response to the requirements of the Task Order Request. At a minimum the proposal shall provide the following:

- a. Proposed approach to satisfying the requirements of the Task Order Request and development of Task Order Request deliverables,
- b. Proposed schedule for completing the Task Order Request,
- c. List of resources to perform the work,
- d. Site Inspection Verification Form, which must be signed by the State Project Manager or designee, as outlined in the Task Order Request (if applicable); and
- e. Proposed price, using line itemizing; per project, on relevant cost proposal sheets provided in Attachment E.

#### 3.3.4 Procedure For Awarding A Task Order Request

The criteria for making a Task Order Request award determination and the relative weight of each criterion and price will be detailed in the Task Order Request.

### 3.3.5 Commencement Of Work Under A Task Order Request

Work in response to a Task Order Request shall be initiated only upon issuance of a written Notice to Proceed authorized by the requesting agency.

## **3.4 Right of State to Discontinue or Suspend Participation of a Contractor**

- 3.4.1 If a Contractor either repeatedly fails to respond to Task Order Requests, or repeatedly declines to bid, the State may provide a written warning that continued non-responses/non-participation could jeopardize the continued participation of that Contractor in the contract. If after receiving such warning the Contractor still does not respond to, or declines to bid on Task Order Requests, upon additional written notice, the State may discontinue allowing that Contractor to participate in future Task Order Requests for the remaining duration of the contracts issued under this RFP.
- 3.4.2 If the State determines that a Contractor is having difficulty in performing one or more Task Order RequestRequests, upon written notice to that Contractor, the State may suspend the participation of that Contractor in future Task Order Requests until such time as the State is satisfied with the performance of that Contractor.
- 3.4.3 Under either of the scenarios described above, upon receipt of such notice the affected Contractor may seek to explain its actions or lack of action, or refute the State's contention. The State will give due consideration to such remarks before deciding whether to implement any proposed action or continue with a described sanction. Timeframes will be given to the Contractor in the notice.

## **3.5 Invoicing**

Invoices shall be sent directly to the agency requesting and receiving the services. Invoices shall be itemized to separate the cost of the labor rates identified in the Price Sheets, Attachments E-1 through E-6 depending on the category, and any materials furnished. Invoices submitted without clear, concise, readable, definitive information shall be returned to the Contractor for clarification, and may delay payment. Invoices must include the site name and/or number, and the agency-issued Task Order Request number. The site needs to be restored to an "original" condition prior to project completion and sign-off. Invoices submitted for sites that have not been restored will be returned to the contractor without payment. Invoices shall only be issued upon completion of the work described in the Task Order Request. Progress payments are not permitted.

## **3.6 Warranty**

- 3.6.1 All labor for installation, removal or repair furnished for Categories 1, 2 and 4 by the vendor shall be fully guaranteed against defects in materials and workmanship for a period of one (1) year after installation and final acceptance. A standard manufacturer's warranty, on parts and labor or two year warranty on parts and labor, whichever is greater, for new installations of towers, shelters and site work shall be included as part of these conditions.
- 3.6.2 All defective items must be replaced free of charge during the warranty period. All other terms and conditions of the warranty must be provided in the technical response.

- 3.6.3 Documentation shall be provided by the Contractor that any equipment is titled to the State from the manufacturer and warranty cards for the equipment.

### **3.7 Reports**

3.7.1 Monthly electronic (e-mail) or magnetic media reports must be issued to the State regarding purchase, installation, repair etc, of equipment and sites and MBE participation associated with the contract as a result of this RFP in a format specified by the State (Delimited ASCII, Lotus, Excel, Access or Paradox is acceptable). The monthly reports must be submitted to the State Program Manager as identified in Section 1.5.2 of this RFP by the 15th of the following month.

3.7.2 The reports shall contain the following information in column format:

- a. Agency Acronym (DGS, DHMH, MDOT, etc.),
- b. Division Name (Telecommunications, Crownsville Hospital, State Highway Administration, etc.),
- c. Address where equipment is installed or site is located,
- d. Description of antennas, antenna lines, lighting systems etc,
- e. Serial Number if applicable,
- f. Quantity,
- g. Description,
- h. Hourly Labor Rate if applicable,
- i. Extended Hourly Labor Rate if applicable
- j. A total of each column.

3.7.3 Reports shall contain, as a minimum, the following summary information:

- a. A cover sheet identifying the period covered by the report,
- b. The departments who requested services during the specified time period,
- c. The unit total by department; and
- d. A final total column and row.

### **3.8 Liquidated Damages**

3.8.1 It is critical to the success of the State's programs that the services be maintained in accordance with the schedules agreed upon by the State. It is also critical to the success of the State's programs that the Contractor operates in an extremely reliable manner.

3.8.2 It would be impracticable and extremely difficult to fix the actual damage sustained by the State in the event of delays in service, reporting, and contacting key Contractor personnel on scheduled work and provision of services to the citizens of the State. The State and the Contractor, therefore, presume that in the event of any such delay, the amount of damage which will be sustained from a delay will be the amount set forth in the paragraphs below, and the Contractor agrees that in the event of any such delay, the Contractor shall pay such amount as liquidated damages and not as a penalty. The State, at its option for amount due the State as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item.



3.8.3 Liquidated Damages for Categories 1, 2 and 4:

Reliability of the service of the Contractors is of the essence. Downtime on any part of the tower equipment must be minimized by prompt response and corrective action within four clock hours of the detection of a problem by either the DBM Contract Manager or the Contractor. If the Contractor fails to respond for repairs within the four hours, then the State may assess liquidated damages in the following amounts:

- 3.8.4 Beginning with the fifth hour and for any successive hour or portion thereof without service of the Contractor, an assessment of \$100.00 per hour or portion thereof will be made against the Contractor.

<b>3.9 Implementation of the “Buy American Steel” Act</b>
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- a. The Contractor shall supply only domestic steel products as defined in COMAR Title 21.11.02. The Contractor(s) shall submit to the procurement officer a statement that the steel products are of domestic origin.
- b. After the award of the contract, the procurement officer is authorized to verify the sources of supply of steel products that are to be incorporated into the work performed under this contract.

## SECTION 4 – PROPOSAL FORMAT

### 4.1 Two Part Submission

Offerors must submit proposals in two parts for each category proposed:

Volume I - Technical Proposal

Volume II - Financial Proposal

For each primary functional areas proposed, Offerors must follow the instructions within this section. **Note: All pages of both proposal volumes must be consecutively numbered from beginning to end.**

### 4.2 Proposals

Volume I-Technical Proposal, must be sealed separately from Volume II-Financial Proposal, but submitted simultaneously to the Procurement Officer (address listed in Section 1.5.1 of this RFP). An unbound original, so identified, and five (5) copies of each volume are to be submitted. An electronic version of both the Volume I- Technical Proposal in MS Word format and the Volume II- Financial Proposal in MS Excel format must also be submitted with the unbound originals technical or financial volumes, as appropriate. Electronic media may be 3-1/2” diskette or CD and shall bear the RFP number and name, name of the offeror and the volume number.

### 4.3 Submission

Each Offeror is required to submit a separate sealed package for each "Volume", which is to be labeled Volume I-Technical Proposal and Volume II-Financial Proposal, each marked according to the category proposed. Separate technical and financial proposals must be received for each category proposed as follows:

- Category 1 - Antenna and Transmission Line Installation, Removal and Repair
- Category 2 - Tower Lighting Systems Installation and Repair
- Category 3 - Tower Inspection Services
- Category 4 - Generator Maintenance
- Category 5 - Tower Site Upkeep
- Category 6 - Tower Site Audit and Documentation Services

Each sealed package must bear the RFP title and number, name and address of the Offeror, the volume number (I or II), category proposing and the closing date and time for receipt of the proposals on the outside of the package. All pages of both proposal volumes must be consecutively numbered from beginning (Page 1) to end (Page “x”).

### 4.4 Volume I – Technical Proposal

#### 4.4.1 Transmittal Letter

A transmittal letter must accompany each technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. In addition, the transmittal letter should indicate the

category proposed. Only one transmittal letter is needed and it does not need to be bound with the technical proposal.

#### 4.4.2 Format of Technical Proposal

The technical proposal shall not include any references to prices proposed by the Offeror. Inside the sealed package described in Section 4.3, above, an unbound original, to be so labeled, five (5) paper copies and one electronic version shall be enclosed. Sections 2 and 3 of this RFP provide requirements and Section 4 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, Offeror's technical proposals should be structured and numbered in the same order as this RFP. This proposal organization will allow State officials and the Evaluation Committee to "map" offeror responses directly to RFP requirements by paragraph number. The technical proposal shall include:

##### 4.4.2.1 Title and Table of Contents

The technical proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents for the technical proposal should follow the title page. Information that is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in its Financial Proposal. Unless there is a compelling case, an entire proposal should not be labeled confidential but just those portions that can reasonably be shown to be proprietary or confidential.

##### 4.4.2.2 Executive Summary

The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled "Executive Summary" including which category is being proposed. The summary shall also identify any exceptions the offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments.

##### 4.4.2.3 Minimum Qualifications

The Offeror must provide evidence that the Offeror meets the minimum qualifications of Section 2 of this RFP for each category proposed. Offerors who cannot demonstrate or provide proof they meet the minimum qualifications will be eliminated from further consideration.

##### 4.4.2.4 Offeror Technical Response to RFP Requirements

- A. The Offeror shall provide a detailed discussion of its service capabilities and approaches to address the requirements outlined in Section 3 of this RFP. Offerors should fully explain how the proposed services will satisfy the requirements of the RFP and indicate all significant capabilities or issues that will be examined to fulfill the scope of work.
- B. In its proposal the Offeror should describe its overall approach for managing Task Order Requests and satisfying the requirements of this RFP. Topics to be addressed include:
  - 1. The Offeror's understanding of the services to be provided.
  - 2. The Offeror's approach to managing the individual Task Order Requests issued under the Master Contract.

#### 4.4.2.5 Offeror Experience and Capabilities

Offerors shall include information on past experience with similar projects and pertinent resources and shall include the following sections:

Offerors shall provide an overview of its experience rendering services similar to those included in Section 3 of this RFP. This description shall include a summary of the services offered, the number of years the Offeror has provided these services, the number of clients and geographic locations the Offeror presently serves, etc.

Offerors shall describe the corporate resources that will be available to support this contract.

Offeror shall provide a minimum of three references from its customers who are capable of documenting:

The Offeror's ability to manage projects of comparable size and complexity.  
The quality and breadth of services provided by the Offeror.

Each client reference to include the following information:

Name of client organization.

Name, title, and telephone number of Point of Contact for client organization.

Value, type, and duration of contract(s) supporting client organization.

Services provided and geographic area supported

#### 4.4.2.6 Economic Benefit Factors

A general description of how the performance of Task Order Requests by the Offeror will benefit Maryland. It is understood that because of the Task Order Request nature of the Master Contract that an Offeror cannot make specific commitments of personnel and resources in the Master Contract proposal response. However, the Offeror should describe in general terms, the following:

The Offeror shall describe the benefits that will accrue to the Maryland economy as a direct or indirect result of the Offeror's performance of the contract resulting from this RFP.

**Note: do not include total contract dollars taken from the financial proposal in completing this section. Use percentages where appropriate (see below).**

Economic benefits include:

- The percentage of the contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractors, suppliers, and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
- The numbers and types of jobs for Maryland residents resulting from the contract. Indicate job classifications, number of employees in each classification, and the

aggregate Maryland payroll percentages to which the contractor has committed at both prime and, if applicable, subcontract levels.

- Tax revenues to be generated for Maryland and its political subdivisions as a result of this contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
- Subcontract dollars committed to Maryland small business and MBEs.

In addition to the factors listed above, the Offeror should explain any other economic benefit to the State of Maryland that would result from the Offeror's proposal.

#### 4.4.2.7 Financial Capability and Insurance

Evidence that the Offeror has financial capacity to provide the services such as:

Copies of the last two (2) year end audited financial statements or best available equivalent report and an analysis of those financial statements/reports.  
Abbreviated profit and loss statements and abbreviated balance sheets for the last two years.  
Dunn and Bradstreet rating.  
Successful financial track record; and  
Adequate working capital.

Insurance Requirements:

Worker's Compensation - The vendor shall maintain such insurance as necessary and/or as required under Worker's Compensation Acts, U.S. Longshoremen's and Harbor Workers' Compensation Act, and the Federal Employers Liability Act.

General Liability - The contractor shall purchase and maintain the following insurance protection for liability claims arising as a result of the Contractor's operations under this agreement (categories one and two only).

Standard Insurance Service Office (ISO)

Commercial General Liability, Occurrence Form  
\$2,000,000 - General Aggregate Limit (other than products/completed operations)  
\$2,000,000 - Products/completed operations aggregate limit  
\$1,000,000 - Each Occurrence Limit  
\$1,000,000 - Personal and Accidental Injury Limits  
\$ 50,000 - Fire Damage Limit  
\$ 5,000 - Medical Expense

The State will be named as an Additional Insured on all liability policies (Workman's Compensation excepted) and Certificates of Insurance evidencing this coverage will be provided prior to the commencement of any activities.

#### 4.4.2.8 Subcontractors

Offerors must identify subcontractors, if any, excluding those used solely to meet MBE participation goals, and the role these subcontractors will have in the performance of the

contract. Subcontractors retained for the sole purpose of meeting the established MBE participation goal for this solicitation must be identified as provided in Attachment D of this RFP

#### 4.4.2.9 Required Submissions

The following are to be submitted by Offeror in the original Technical Proposal:

- Completed Bid/Proposal Affidavit (Attachment B)
- MBE form D-1 (in Attachment D)
- Bid Bond requirement for Category 1
- Letter from bonding company providing evidence that the Offeror is capable of securing the performance bond required for categories 2, 3 and 4.

### **4.5 Volume 2 – Financial Proposal**

4.5.1 Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an unbound original, five (5) copies, and an electronic version in MS Word or MS Excel of the Financial Proposal for each category proposed. The Financial Proposal must contain all cost information in the format specified on the price proposal form. The Price Proposal Form must be submitted and completely filled in (no blanks or omissions) and signed by an individual who is authorized to commit the Offeror to the prices, services and requirements as stated in this RFP. See Offeror Responsibilities in Section 1.19.

4.5.2 In order to assist Offerors in the preparation of their price proposals, Attachment E - Price Proposal Form has been prepared for each Category as follows:

- E-1 - Category 1 - Antenna and Transmission Line Installation, Removal and Repair
- E-2A, E2B, E2C - Category 2 - Tower Lighting Systems Installation and Repair
- E-3 - Category 3 - Tower Inspection Services
- E-4 - Category 4 - Generator Maintenance
- E-5 - Category 5 - Tower Site Upkeep
- E-6 - Category 6 - Tower Site Audit and Documentation Services

Offerors must submit their price proposals on this form in accordance with the instructions on the form and as specified herein. Do not change or alter these forms.

4.5.3 Offerors must complete and sign the applicable Financial Proposal Form (Attachments E through E-6) for each category proposed. The signature must be by an individual who is authorized to bind the firm to the prices offered. Complete all other lines on the form including the Offeror's Federal Employer Identification Number (FEIN).

4.5.4 Nothing shall be entered on the Price Proposal Form that alters or proposes conditions or contingencies on the proposed prices or offer.

4.5.5 All Unit Prices must be clearly typed with dollars and cents, e.g. \$24.15. All Unit Prices must be the actual price the State will pay for the proposed item per this RFP and may not be contingent on any other factor or condition in any manner.

4.5.6 Prices proposed shall remain firm during the initial contract period. Prices proposed are not to exceed prices. Individual Task Order Request pricing may offer a reduction in price from the pricing proposed in the Master Contract.

- 4.5.7 Each item required by this procurement must be individually priced (i.e., priced per single unit) and where applicable, able to be ordered individually. Complete systems ordered may not require all options, and must be able to be ordered individually.
- 4.5.8 All pricing shall be F.O.B. **destination**.
- 4.5.9 As part of their price proposal, Offerors shall provide a standard fully-loaded hourly crew rate and/or an emergency fully-loaded hourly crew rate for “call out” services not previously scheduled by the State.

The standard hourly crew rate is Monday through Friday, 7:00 am to 7:00 pm.

The emergency hourly crew rates are broken down as follows:

1. Monday through Friday, 7:00 am to 7:00 pm
2. Monday through Friday, 7:00 pm to 7:00 am
3. Holidays and Weekends

## **SECTION 5 – EVALUATION CRITERIA AND SELECTION PROCEDURE**

### **5.1 Evaluation Criteria**

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below.

### **5.2 Technical Criteria**

The criteria to be applied to each technical proposal are listed in descending order of importance:

Offeror Experience, Capabilities, and References (Ref. Sections 4.4.2.4, 4.4.2.5)

Financial Capability and Insurance (Ref Section (4.4.2.7)

Economic Benefit to Maryland (Ref. Section 4.4.2.6)

### **5.3 Financial Criteria**

Financial proposals will be evaluated separately. Offerors must propose prices for labor categories on the Financial Proposal Forms (Attachments E). Attachment E consists of eight (8) separate tables E through E-6. The financial evaluation will be based upon the prices submitted by each Offeror on the Financial Proposal Forms (Attachments E through E-6). Offerors proposed prices shall remain in effect for the first three years of the contract.

### **5.4 Reciprocal Preference**

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

### **5.5 Selection Procedures**

#### **5.5.1 General Selection Process**

The contract will be awarded in accordance with the competitive sealed proposals process under Code of Maryland Regulations 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.

Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an Offeror to be not responsible and/or not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.



### 5.5.2 Selection Process Sequence

The first step in the process will be to assess compliance with the Offeror Qualifications set forth in Section 2 of the RFP for Categories 1, 2 3, 4 and 6. Offerors who fail to meet this basic requirement will be disqualified and their proposals eliminated from further consideration.

The next level of review will be an evaluation for technical merit. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the States' requirements and the Offeror's ability to perform, and to facilitate arrival at a contract that will be most advantageous to the State.

Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.

The financial proposal of each Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of Offerors, the Procurement Officer may again conduct discussions.

When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).

Upon completion of all discussions, negotiations, and reference checks, the Procurement Officer will recommend award of the master contracts. Master Contracts resulting from this RFP will be awarded to all Offerors judged to be capable of performing the required services.

# ATTACHMENT A

## STATEWIDE TOWER EQUIPMENT INSTALATION AND SERVICES 050R4800267

**THIS CONTRACT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2004 by and between \_\_\_\_\_ and the **STATE OF MARYLAND**, acting through the **MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT**.

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

### **Definitions**

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

### **Definitions**

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

- 1.1 “Contract Manager” means Edward Ryan of the Department.
- 1.2 “Contractor” means \_\_\_\_\_ whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
- 1.3 “Department” means the Maryland Department of Budget and Management.
- 1.4 “Financial Proposal” means the Contractor’s Financial Proposal dated \_\_\_\_\_.
- 1.5 “Procurement Officer” means Robert Krysiak of the Department.
- 1.6 “RFP” means the Request for Proposals, Project No.050R4800267, dated March 8, 2004.
- 1.7 “State” means the State of Maryland.
- 1.8 “Task Order Request Response” means a description by the State of the individual projects for which will be solicited.
- 1.9 “Technical Proposal” means the Contractor’s Technical Proposal, dated \_\_\_\_\_.

### **2. Scope of Work**

2.1 The Contractor shall provide the services and related equipment described in the in the RFP, Contractor’s Technical and Financial Proposal and the Task Order Requests issued under the RFP. These services shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A - The RFP.

Exhibit B – The Task Order Request Response (when executed).

Exhibit C – The Notice to Proceed (when executed).

Exhibit D - The Technical Proposal.

Exhibit E - The Financial Proposal.

Exhibit F – State Contract Affidavit Addendum.

## 2.2 Changes

(1) The Procurement Officer, subject to any additional approvals required by State law, must first approve any amendment to this Contract in writing. No amendment to this Contract shall be binding unless so approved and unless it is in writing and signed by the party to be charged. The 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, services, 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 Procurement Officer that causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the Procurement Officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.

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

(4) Subject to paragraph (6), if any change under this clause causes an increase or decrease in the 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 any 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 (2) above shall be allowed for any costs incurred more than 20 days before the 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 Contractor in attempting to comply with such defective specifications.

(5) If the 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 (1) above or the furnishing of written notice under (2) above, submit to the 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 (2) above.

(6) Each Contract modification or change order that affects Contract price shall be subject to the prior written approval of the 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 Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

**2.3** A Task Order Request Agreement may specify terms in addition to terms specified herein. Such additional terms may include warranties, deliverables, and acceptance test requirements. Task Order Requests may not limit the State's rights as provided in this Contract or the RFP.

### **3. Time for Performance.**

Unless terminated earlier as provided in this Contract, the Contractor shall provide the services and related products for the period beginning on the later of May 1, 2004 or date the Department executes this Contract and ending on April 30, 2007. The State, at its discretion, has the unilateral right to extend the term of the Contract for up to two (2) additional, successive one-year terms beyond the initial three (3) year term. Any Task Order Requests that begin prior to the expiration of the Contract shall be governed by all of the terms of this Contract.

### **4. Consideration and Payment**

**4.1** The consideration to be paid for the Contractor shall be determined upon award of each Task Order Request and in accordance with the RFP and the Financial Proposal. Consideration to be paid to the Contractor shall be determined upon award in accordance with the RFP and the Financial Proposal. Payment to the Contractor pursuant to this Contract for all Task Order Requests shall not exceed the total sum of \$\_\_\_\_\_. Contractor shall notify Procurement Officer, in writing, at least 60 days before payments reach the specified amount. After notification from the Contractor, if the State fails to increase the contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount.

**4.2** Payment to the Contractor shall be made in accordance with the RFP and the Task Order Request. A Task Order Request may specify that a portion of the payments due will be withheld until completion of the Task Order Request. The amount withheld from each payment shall be paid to the Contractor within thirty (30) days of acceptance of all deliverables required under the Task Order Request. Each invoice must reflect the 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. The final payment under this Contract will not be made until after final acceptance and certification is received from the Comptroller of the State that all taxes have been paid.

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

**4.4** As provided within the RFP, the Contractor may submit a request to adjust the contract services rates then in effect. Any such adjustment shall be based upon a change in the Consumer Price Index (CPI), as described in Section 1.28 of the RFP.

**4.5** Electronic funds transfer will be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

## **5. Rights to Records**

**5.1** The Contractor agrees that all documents and materials including but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor, for purposes of this Contract with the State of Maryland shall be the sole property of the Department and shall be available to the Department at any time. The Department shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

**5.2** The Contractor agrees that at all times during the term of this Contract and thereafter, works created under this Contract, and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works for hire for the Department, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

**5.3** The Contractor shall report to the Contract Officer, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this agreement.

**5.4** The Contractor shall not affix any restrictive markings upon any data and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

**5.5** Upon termination of this Contract, the Contractor, at its own expense, shall deliver any records, equipment, software or other property provided by the State to the place designated by the Procurement Officer.

## **6. Patents, Copyrights, Intellectual Property**

**6.1** If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or

items.

**6.2** The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. If a third party claims that a Product infringes that party's patent or copyright, the Contractor will defend the Agency against that claim at Contractor's expense and will pay all damages, costs and attorney fees that a Court finally awards, provided the Agency (i) promptly notifies the Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in section 6.2 below.

**6.3** If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

## **7. Confidentiality**

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.

## **8. Insurance Requirements**

The Contractor shall maintain general liability insurance with the minimum coverage limits specified in the RFP. The State of Maryland will be named as an additional named insured on all liability policies (Workers' Compensation excepted) and certificates of insurance evidencing this coverage will be provided prior to the commencement of any activities under the RFP, this Contract and any Task Order Request.

## **9. Non-Hiring of Employees**

No official or employee of the State of Maryland as defined under State Government Article section 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract shall, during the pendency and term of this Contract and while serving as an official or employee of the State become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

## **10. Disputes**

**10.1** This contract is subject to the provisions of State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland, and COMAR 21.10.

**10.2** Except as otherwise provided in this contract or by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with this clause.

**10.3** As used herein, claim means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this clause.

**10.4** Within 30 days after contractor knows or should have known of the basis for a claim relating to this contract, contractor shall file a written notice of claim with the Procurement Officer.

**10.5** Contemporaneously with, or within 90 days after, the filing of a notice of claim, contractor shall submit the written claim to the Procurement Officer. If contractor so requests, the Procurement Officer, on conditions the Procurement Officer deems satisfactory to the unit, may extend the time in which contractor must submit the claim. An example of when a Procurement Officer may grant an extension includes situations in which the Procurement Officer finds that a contemporaneous or timely cost quantification following the filing of the notice of claim is impossible or impractical.

**10.6** The claim shall set forth all the facts surrounding the controversy. Contractor, at the discretion of the Procurement Officer, may be afforded an opportunity to be heard and to offer evidence in support of the claim.

**10.7** The Procurement Officer shall mail or deliver written notification of the final decision within:

"(1) 90 days after the Procurement Officer receives the claim if the claim is an amount for which the Appeals Board accelerated procedure, set forth in COMAR 21.10.06.12, may be used;

"(2) 180 days after the Procurement Officer receives the claim for a claim not covered under §G(1) of this regulation; or

"(3) A longer period that the Procurement Officer and contractor agree to in writing.

**10.8** The final decision may award a contract claim only for those expenses incurred not more than 30 days before contractor was initially required to have filed the notice of claim.

**10.9** The Procurement Officer's decision is the final action of the agency. If the Procurement Officer fails to render a final decision within the time required, contractor may deem the failure to be a final decision not to pay the claim.

**10.10** If the final decision grants the claim in part and denies the claim in part, the agency shall pay contractor the undisputed amount. Payment of the partial claim is not an admission of liability by the agency and does not preclude the agency from recovering the amount paid if a subsequent determination modifies the final decision.

**10.11** Contractor may file a written appeal with the Maryland State Board of Contract Appeals within 30 days of receipt of notice of the decision.

**10.12** Pending resolution of a claim, contractor shall proceed diligently with the performance of

the contract in accordance with the Procurement Officer's decision.

## **11. Maryland Law**

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

## **12. Nondiscrimination in Employment**

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

## **13. Contingent Fee Prohibition**

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

## **14. Nonavailability of Funding**

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

## **15. Termination for Cause**

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR



## **16. Termination for Convenience**

(1) The performance of work under this contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the Procurement Officer shall determine that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

(2) After receipt of a Notice of Termination, and except as otherwise directed by the Procurement Officer, the Contractor shall:

(a) Stop work under the contract on the date and to the extent specified in the Notice of Termination;

(b) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of the portion of the work under the contract as is not terminated;

(c) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by Notice of Termination;

(d) Assign to the State in the manner, at the times, and to the extent directed by the Procurement Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the State shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(e) Settle all outstanding liabilities and all claims arising out of the termination of orders and subcontracts, with the approval or ratification of the Procurement Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;

(f) Transfer title and deliver to the State, in the manner, at the times and to the extent, if any, directed by the Procurement Officer, (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (ii) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the State;

(g) Use his best effort to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Procurement Officer, any property of the types referred to in (f) above; provided, however, that the Contractor (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Procurement Officer; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the State to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Procurement Officer may direct;

(h) Complete performance of such part of the work as may not have been terminated by the Notice of Termination; and

(i) Take such action as may be necessary, or as the Procurement Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the State has or may acquire an interest. The Contractor may submit to the Procurement Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Procurement Officer, and may request the State to remove such items or enter into a storage agreement covering them. Not later than 15 days thereafter, the State shall accept title to such items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the Procurement Officer upon removal of the items, or if the items are stored, within 45 days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

(3) After receipt of a Notice of Termination, the Contractor shall submit to the Procurement Officer his termination claim, in the form and with certification prescribed by the Procurement Officer. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the Procurement Officer, upon request of the Contractor made in writing within such one year period or authorized extension thereof. However, if the Procurement Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such one year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Procurement Officer may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

(4) Subject to the provisions of paragraph (3), the contractor and the Procurement Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (5) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Procurement Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the contractor pursuant to this paragraph.

(5) In the event of the failure of the Contractor and the Procurement Officer to agree, as provided in paragraph (4), upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the Procurement Officer shall pay to the Contractor the amounts determined by the Procurement Officer as follows, but without duplication of any amounts agreed upon in accordance with paragraph (4):

(a) With respect to all contract work performed before the effective date of the Notice of Termination, the total (without duplication of any items) of:

- (i) The cost of the work;
- (ii) The cost of settling and paying claims arising out of the termination of

work under subcontracts or orders as provided in paragraph (2)(e) above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor before the effective date of the Notice of Termination of Work under this contract, which amounts shall be included in the cost on account of which payment is made under (i) above; and

(iii) A sum, as profit on (i) above, determined by the Procurement Officer, to be fair and reasonable; provided, however, that if it appears that the contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

(b) The reasonable cost of the preservation and protection of property, incurred pursuant to paragraph (2)(i); and any other reasonable cost incidental to termination of work under this contract, including expense incidental to the determination of the amount due to the Contractor as the result of the termination of work under this contract.

The total sum to be paid to the Contractor under (a) above, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the State shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor under (a) above, the fair value, as determined by the Procurement Officer, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the State, or to a buyer pursuant to paragraph (2)(g).

(6) Costs claimed, agreed to, or determined pursuant to (3), (4), (5), and (9) hereof shall be in accordance with COMAR 21.09 as in effect on the date of this contract.

(7) The Contractor shall have the right of appeal, under the clause of this contract entitled "Disputes", from any determination made by the Procurement Officer under paragraph (2), (5), or (9) hereof, except that if the Contractor has failed to submit his claim within the time provided in paragraph (3) or (9) hereof, and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Procurement Officer has made a determination of the amount due under paragraph (3), (5), or (9) hereof, the State shall pay to the Contractor the following: (a) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Procurement Officer, or (b) if an appeal has been taken, the amount finally determined on such appeal.

(8) In arriving at the amount due the Contractor under this clause there shall be deducted (a) all unliquidated advance or other payments or account theretofore made to the Contractor, applicable to the terminated portion of this contract, (b) any claim which the State may have against the Contractor in connection with this contract, and (c) the agreed price for, or the proceeds of sale of any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the State.

(9) If the termination hereunder be partial, the Contractor may file with the Procurement Officer a claim for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable adjustment under this clause shall be asserted within ninety (90) days from the effective date of the termination notice, unless an extension is granted in writing by the Procurement Officer.

(10) The State may from time to time, under such terms and conditions as it may prescribe, make

partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this contract whenever in the opinion of the Procurement Officer the aggregate of such payments shall be within the amount to which the Contractor shall be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the State upon demand, together with interest computed at the legal rate for the period from the date such excess payment is received by the contractor to the date on which the excess is repaid to the State; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of the retention or disposition, or a later date as determined by the Procurement Officer by reason of the circumstances.

(11) Unless otherwise provided for in this contract, or by applicable statute, the Contractor shall, from the effective date of termination until the expiration of three years after final settlement under this contract, preserve and make available to the State at all reasonable times at the office of the Contractor but without direct charge to the State, all his books, records, documents and other evidence bearing on the costs and expenses of the contractor under this contract and relating to the work terminated hereunder, or, to the extent approved by the Procurement Officer, photographs, microphotographs, or other authentic reproductions thereof.

## **17. Delay and Time Extensions**

(1) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the State may, by written notice to the Contractor, terminate his right to proceed with the work or the part of the work as to which there has been delay. In this event the State may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work the materials, appliances, and plant as may be on the site of the work and necessary therefor. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any damage to the State resulting from his refusal or failure to complete the work within the specified time.

(2) If fixed and agreed liquidated damages are provided in the contract and if the State so terminates the Contractor's right to proceed, the resulting damage shall consist of such liquidated damages until a reasonable time as may be required for final completion of the work together with any increased costs occasioned the State in completing the work.

(3) If fixed and agreed liquidated damages are provided in the contract and if the State does not so terminate the Contractor's right to proceed, the resulting damage shall consist of these liquidated damages until the work is completed or accepted.

(4) The Contractor's right to proceed may not be so terminated nor the contractor charged with resulting damages if:

(a) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(b) The Contractor, within 10 days from the beginning of any such delay (unless the Procurement Officer grants a further period of time before the date of final payment under the

contract), notifies the Procurement Officer in writing of the causes of delay. The Procurement Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgement, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in the "Disputes" clause of this contract.

(5) If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to the clause. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be equitably adjusted to compensate for the termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes".

(6) The rights and remedies of the State provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

(7) As used in paragraph (4)(a) of this clause, the term "subcontractors or suppliers" means subcontractors or suppliers at any tier.

## **18. Suspension of Work**

**18.1** The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for a period of time as he may determine to be appropriate for the convenience of the State.

**18.2** If the performance of all or any part of the work is for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Procurement Officer in the administration of this contract, or by his failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by an unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault of negligence of the Contractor or (2) for which an equitable adjustment is provided for excluded under any provision of this contract.

**18.3** No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Procurement Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of a suspension, delay, or interruption, but not later than the date of final payment under the contract."

## **19. Pre-Existing Regulations**

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

## **20. Financial Disclosure**

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

## **21. Political Contribution Disclosure**

The Contractor shall comply with the provisions of Elections Law Article, Sections 14-101 through 14-108 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, a county or an incorporated municipality or their agencies, during a calendar year under which the person receives in the aggregate, \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

## **22. Retention of Records**

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the State of Maryland under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section.

## **23. Compliance with Laws**

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract, except where specifically exempted from such requirements by the RFP.

## **24. Cost and Price Certification**

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

## **25. Subcontracting; Assignment**

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State of Maryland, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of sections 9, and 11 through 24 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

## **26. Indemnification**

**26.1** The Contractor shall indemnify the State against liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

**26.2** The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

**26.3** The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

**26.4** The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

## **27. Limitation of Liability**

**27.1** For breach of this Agreement, negligence, misrepresentation or any other contract or tort claim, Contractor shall be liable as follows:

- A. For infringement of patents and copyrights as provided in Section 6 of this Contract;
- B. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property;
- C. For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, Contractor's liability shall be limited to two (2) times the total dollar amount invoiced under this Contract up to the date of settlement or final award of any

such claim. Contractor shall be responsible to repair any collateral damage. Third party claims arising under Section (9) "Indemnification", of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section 9 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 9.

**27.2** As provided in this section, the limitations contained in this section are the maximum for which the Contractor and its subcontractors are collectively responsible for damages arising as a result of this contract.

## **28. Implementation of the "Buy American Steel" Act**

The Contractor shall supply only domestic steel products as defined in COMAR Title 21.11.02. The Contractor shall submit to the Procurement Officer a statement that the steel products are of domestic origin. After the award of the contract the Procurement Officer is authorized to verify the sources of supply of steel products that are to be incorporated into the work performed under this contract.

## **29. Differing Site Conditions/Site Investigation**

### **29.1 Differing Site Conditions**

**29.1.1** The Contractor shall promptly, and before such conditions are disturbed, notify the Procurement Officer in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or (2) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this Contract. The Procurement Officer shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the 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.

**29.1.2** No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (1) above; provided, however, the time prescribed therefore may be extended by the State.

**29.1.3** No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

### **29.2 Site Investigation**

The Contractor acknowledges that he has investigated and satisfied himself 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 Contractor further acknowledges that he has satisfied himself 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 Contractor to acquaint himself with the available information may not relieve him



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 Contractor on the basis of the information made available by the State.

### **30. Removal of Defective Work**

All work and materials, which do not conform to the requirements of the Contract, will be considered unacceptable.

**30.1** Any unacceptable or defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness, design error or omission by the Contractor or his subcontractors and suppliers at any tier, or any other cause, shall be promptly removed and replaced by work and materials which shall conform to the Contract requirements or shall be remedied otherwise in an acceptable manner authorized by the Procurement Officer.

**30.2** Upon failure on the part of the Contractor to comply promptly with the provisions of this section, the State shall have authority to cause defective, unauthorized, or unacceptable work to be remedied, removed, or replaced at the Contractor's expense.

### **31. Use of Contractor's Forms Not Binding on State**

**31.1** The use or execution by the State of any forms, orders, agreements, or other documents of any kind, other than the Contract Documents, used pursuant to or in the administration of any Contract awarded by the State to Contractor, shall not bind the State to any of the terms and conditions contained therein except those provisions:

(a) generally describing for the purposes of ordering: equipment or services to be provided, locations, quantities, delivery or installation dates, and, to the extent consistent with the Contract Documents, prices; and

(b) not otherwise inconsistent with the Contract Documents.

**31.2** Any such form, order, agreement or other document shall not vary, modify, or amend the terms and provisions of the Contract Documents, notwithstanding any provision to the contrary in such document, unless all of the following conditions are met:

(a) The document expressly refers to the particular document and provision of the Contract Documents being modified and plainly and conspicuously identifies any modification thereto as a modification of the Contract;

(b) The document is executed on behalf of the State by an Assistant Secretary or Procurement Officer with authority to do so; and

(c) Execution of the document is approved by the procurement authority whose approval is required by law.

### **32. Performance Bond**

For Category 1 – Antenna and Transmission Line Installation, Removal and Repair, the required bond shall be in the form specified. See RFP, Attachment G.

**33. Liquidated Damages**

**33.1** Time is an essential element of the contract and it is important that the work be vigorously prosecuted until completion.

**33.2** For each day than any work shall remain uncompleted beyond the time(s) specified elsewhere in the contract, the Contractor shall be liable for liquidated damages in the amount(s) provided for in the RFP and any Task Order Request, provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved change orders.

**34. Administrative**

**34.1 Procurement Officer.** The work to be accomplished under this Contract shall be performed under the direction of the Procurement Officer. All matters relating to the interpretation of this Agreement shall be referred to the Procurement Officer for determination. The State will designate a Project Manager who will make all on-site decisions and provide a single point of contact for installation and construction issues.

**34.2 Notices.** All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State:  
Mr. G. Edward Ryan, Director of Wireless Communications  
Telecommunications Division  
Department of Budget and Management  
301 W. Preston Street, Room 1304  
Baltimore, MD 21201

If to the Contractor: (To be completed)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

CONTRACTOR

MARYLAND DEPARTMENT OF  
BUDGET AND MANAGEMENT

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Approved for form and legal  
sufficiency this \_\_\_\_\_ day  
of \_\_\_\_\_ 2004.

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

**Attachment B**

**BID/PROPOSAL AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

**I HEREBY AFFIRM THAT:**

I am the [title] \_\_\_\_\_

and the duly authorized representative of [business] \_\_\_\_\_

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

**B. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, **except as follows** [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business]:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**C. AFFIRMATION REGARDING OTHER CONVICTIONS**

**I FURTHER AFFIRM THAT:**

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

(a) been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(b) been convicted of any criminal violation of a state or federal antitrust statute;

(c) been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §§ 1961, et seq., or the Mail Fraud Act, 18 U.S.C. §§ 1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(d) been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(e) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;

(f) been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(g) admitted in writing or under oath, during the course of an official investigation or other proceeding, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, **except as follows** [indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment]:

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**D. AFFIRMATION REGARDING DEBARMENT**

**I FURTHER AFFIRM THAT:**

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

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

**I FURTHER AFFIRM THAT:**

1. The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

2. The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, **except as follows** [indicate the reason(s) why the affirmations cannot be given without qualification]:

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**F. SUB-CONTRACT AFFIRMATION**

**I FURTHER AFFIRM THAT:**

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

**G. AFFIRMATION REGARDING COLLUSION**

**I FURTHER AFFIRM THAT:**

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

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

**H. FINANCIAL DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:**

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

**I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with Election Law Article, Sections 14-101 through 14-108 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

**J. DRUG AND ALCOHOL FREE WORKPLACE**

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

**I CERTIFY THAT:**

1. Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.
2. By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

- (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
- (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
- (c) Prohibit its employees from working under the influence of drugs or alcohol;
- (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
- (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
  - (i) The dangers of drug and alcohol abuse in the workplace;
  - (ii) The business' policy of maintaining a drug and alcohol free workplace;
  - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by § 2(b), above;
- (h) Notify its employees in the statement required by § 2(b), above, that as a condition of continued employment on the contract, the employee shall:
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the Procurement Officer within 10 days after receiving notice under § 2(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under § 2(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
  - (i) Take appropriate personnel action against an employee, up to and

including termination; or

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

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

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

4. I acknowledge and agree that:

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

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

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

**K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

**I FURTHER AFFIRM THAT:**

1. The business named above is a (domestic \_\_\_\_ ) (foreign \_\_\_\_ ) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

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

[If not applicable, so state].

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



**L. CONTINGENT FEES**

**I FURTHER AFFIRM THAT:**

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

**M. ACKNOWLEDGEMENT**

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

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

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

By: \_\_\_\_\_  
(Authorized Representative  
and Affiant)

BPAFF  
7/1/99

ATTACHMENT C  
COMAR 21.07.01.25  
CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the \_\_\_\_\_ (title)

and the duly authorized representative of \_\_\_\_\_ (business)

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic \_\_\_\_\_) (foreign \_\_\_\_\_) corporation registered in accordance with Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

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

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

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

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, 20\_\_\_\_, and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

DATE: \_\_\_\_\_ BY: \_\_\_\_\_

Signature

\_\_\_\_\_  
(Authorized Representative and Affidavit)

**ATTACHMENT D**  
**050R4800267**  
**STATE OF MARYLAND**  
**DEPARTMENT OF BUDGET AND MANAGEMENT**  
**MINORITY BUSINESS ENTERPRISE PARTICIPATION**  
**INSTRUCTIONS AND FORMS**

**PURPOSE**

The Contractor shall structure its procedures for the performance of the work required in the Contract to attempt to achieve a minority business enterprise (MBE) subcontracting goal as stated in the Request for Proposals. MBE performance must be in accordance with this Attachment, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. The Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Attachment.

**DEFINITIONS**

As used in this Attachment, the following words have the meanings indicated.

Certification means a determination made by the Department of Transportation that a legal entity is a minority business enterprise.

MBE Liaison is the employee designated to administer the Department's MBE program.

“Minority Business Enterprise” or “MBE” means any legal entity, other than a joint venture, organized to engage in commercial transactions, that is:

at least 51 percent owned and controlled by one or more individuals who are socially and economically disadvantaged; and

managed by, and the daily business operations of which are controlled by, one or more of the socially and economically disadvantaged individuals who own it.

Note: A minority business enterprise also includes a not-for-profit entity organized to promote the interests of physically or mentally disabled individuals.

An MBE must be certified in order to have its contract participation counted under the Department's MBE program.

## MBE GOAL

An overall MBE subcontract participation goal of the total dollars paid to the Contractor has been established by category for this procurement as follows:

- Category 1 - Antenna and Transmission Line Installation, Removal and Repair – 5%
- Category 2 - Tower Lighting Systems Installation and Repair – 2%
- Category 3 - Tower Inspection Services – 2%
- Category 4 - Generator Maintenance – 2%
- Category 5 - Tower Site Upkeep – 5%
- Category 6 - Tower Site Audit and Documentation Services – 5%

By submitting a response to this solicitation, the bidder or Offeror agrees that the goals of the contract will be performed by certified minority business enterprises as specified.

A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.

A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

## SOLICITATION AND CONTRACT FORMATION

A bidder or Offeror must include with its bid or offer a completed MBE Utilization and Fair Solicitation Affidavit (ATTACHMENT D-1) whereby the bidder or Offeror acknowledges the certified MBE participation goal, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process. If a bidder or Offeror fails to submit this affidavit, the Department may deem the bid or offer non-responsive.

Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the MBE Liaison. If the apparent awardee fails to return each completed document within the required time, the award is voidable.

- (1) Outreach Efforts Compliance (Attachment D-2)
- (2) MBE Participation Schedule (Attachment D-3)
- (3) Subcontractor Project Participation Statement (Attachment D-4)
- (4) Any other documentation required by the Department's MBE Liaison to ascertain Offeror responsibility in connection with the certified MBE participation goal.

## CONTRACT ADMINISTRATION REQUIREMENTS

While performing any services the Contractor shall:

1. Submit monthly to the Department a reporting listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made. (Attachment D-5).
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices. (Attachment D-6).
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for Department inspection for a period of three years after final completion of the contract.

### ATTACHMENTS

- D-1 Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with technical proposal)
- D-2 Outreach Efforts Compliance (must be submitted by contract awardee within 10 working days of notification of apparent award.)
- D-3 MBE Participation Schedule (must be submitted by contractor with Task Order Request response.)
- D-4 Subcontractor Project Participation Statement (must be submitted by contractor with Task Order Request response.)
- D-5 Prime Contractor Unpaid MBE Invoice Report (submitted monthly after contract commences.)
- D-6 Subcontractor Payment Report (submitted monthly after contract commences.)

**ATTACHMENT D-1**

**CERTIFIED MBE UTILIZATION**  
**AND Fair Certification**  
**AFFIDAVIT**

In conjunction with the bid or offer submitted in response to Solicitation No. 050R4800267, I affirm the following:

I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal for the following category (check category proposing). I commit to make a good faith effort to achieve this goal.

- \_\_\_\_\_ Category 1 - Antenna and Transmission Line Installation, Removal and Repair – 5%
- \_\_\_\_\_ Category 2 - Tower Lighting Systems Installation and Repair – 2%
- \_\_\_\_\_ Category 3 - Tower Inspection Services – 2%
- \_\_\_\_\_ Category 4 - Generator Maintenance – 2%
- \_\_\_\_\_ Category 5 - Tower Site Upkeep – 5%
- \_\_\_\_\_ Category 6 - Tower Site Audit and Documentation Services – 5%

I understand that if I am notified that I am selected for contract award, I must submit the documentation described in the MBE Participation Exhibit within 10 working days of receiving notice of the potential award or from the date of actual award, whichever is earlier. If I fail to do so, I understand any apparent award will be deemed voidable.

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.

The solicitation process was conducted in such a manner so as to not place MBE subcontractors at a competitive disadvantage to 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.

\_\_\_\_\_  
Bidder/Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date

**SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL**

ATTACHMENT D-2

**OUTREACH EFFORTS COMPLIANCE**

**STATEMENT**

In conjunction with the bid or offer submitted in response to Solicitation No. 050R4800267, Category \_\_\_\_\_, I state the following:

Bidder/ Offeror identified opportunities to subcontract in these specific work categories:

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

Bidder/Offeror made the following attempts to contact personally the solicited MBEs:

- Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.  
(DESCRIBE EFFORTS)
- This project does not involve bonding requirements.
- Bidder/Offeror did/did not attend the pre-bid conference
- No pre-bid conference was held.

\_\_\_\_\_ By: \_\_\_\_\_  
Bidder/Offeror Name

\_\_\_\_\_ Name, Title  
Address

\_\_\_\_\_  
Date

**ATTACHMENT D-3 – Category \_\_\_\_\_**

**MBE PARTICIPATION**

**SCHEDULE**

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	Total Contract Amount \$
<b>List Information For Each Certified MBE Subcontractor On This Project</b>	
A. Minority Firm Name, Address, Phone <span style="float:right">MBE Classification: _____</span>	
<span style="float:right">MBE Certification Number</span>	
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
B. Minority Firm Name, Address, Phone <span style="float:right">MBE Classification: _____</span>	
<span style="float:right">MBE Certification Number</span>	
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
C. Minority Firm Name, Address, Phone <span style="float:right">MBE Classification: _____</span>	
<span style="float:right">MBE Certification Number</span>	
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
D. Minority Firm Name, Address, Phone <span style="float:right">MBE Classification: _____</span>	
<span style="float:right">MBE Certification Number</span>	
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract

MBE Firms Total Dollar Amount Overall \$ \_\_\_\_\_  
 MBE Firms Total Percentage Overall \_\_\_\_\_%  
 African American MBE Dollar Amount \$ \_\_\_\_\_  
 African American MBE Percentage \_\_\_\_\_%  
 Women MBE Dollar Amount \$ \_\_\_\_\_  
 Women MBE Percentage \_\_\_\_\_%

**List Additional MBE Subcontractors Or  
 Provide Any Additional Comments on  
 Separate Paper.**

Document Prepared By: (please print or type)  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_



**ATTACHMENT D-4 – Category \_\_\_\_\_**

**SUBCONTRACTOR PROJECT PARTICIPATION**

**STATEMENT**

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

Provided that \_\_\_\_\_ is awarded the State contract in  
Prime Contractor Name  
conjunction with Solicitation No. 050R4800267, it and \_\_\_\_\_,  
Subcontractor Name  
MDOT Certification No. \_\_\_\_\_, intend to enter into a contract by which  
Subcontractor shall: (describe work) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Prime Contractor Signature

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Subcontractor Signature

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

\_\_\_\_\_  
Date

**ATTACHMENT D-5 – Category \_\_\_\_\_**  
**MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT**  
**MINORITY BUSINESS ENTERPRISE PARTICIPATION**  
 Prime Contractor Unpaid MBE Invoice Report – \_\_\_\_\_  
**To be Completed Monthly by Prime Contractor**

Report Month/Year \_\_\_\_\_  
**Report due by 15th of following month.**

Contract #	_____
Contracting Unit	_____
Contract Amount	_____
MBE Subcontract Amount	_____
Contract Begin Date	_____
Contract End Date	_____
Services Provided	_____

Prime Contractor Name _____	Contact Person _____
Address _____	
City _____	State _____ Zip _____ Phone _____ Fax _____
Subcontractor Name _____	
Contact Person _____	
Address _____	
City _____	State _____ Zip _____ Phone _____ Fax _____
Subcontractor Services Provided _____	
<b>List any unpaid invoices over 30 days old received from this vendor and reason for non-payment.</b>	
1. _____	
2. _____	
3. _____	
<b>Total Amount Unpaid \$ _____</b>	

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

Return one (1) copy of this form to each of the following addresses:

Roxann King  
 Maryland Department of Budget & Management  
 Wireless Communications Services  
 301 W. Preston St, Suite 1304  
 Baltimore, MD 21201

and to:  
 Kathleen Lang, MBE Coordinator  
 Maryland Department of Budget & Management  
 Division of Telecommunications  
 301 W. Preston St, Suite 1304  
 Baltimore, MD 21201

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

**ATTACHMENT D-6 – Category \_\_\_\_\_**  
**MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT**  
**MINORITY BUSINESS ENTERPRISE PARTICIPATION**  
**Subcontractor Payment Report – \_\_\_\_\_**  
**To be Completed Monthly by MBE Subcontractor**

Report Month/Year \_\_\_\_\_  
**Report due by 15th of following month.**

Contract #	_____
Contracting Unit	_____
Contract Amount	_____
MBE Subcontract Amount	_____
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 Contractor in the preceding 30 days	
List dates and amounts of any outstanding invoices.	
1.	1.
2.	2.
3.	3.
Total Dollars Paid \$ _____	Total Dollars Unpaid \$ _____
Prime Contractor Name _____ Contact Person _____	
Address _____	
City _____ State _____	Zip _____ Phone _____ Fax _____

Return one (1) copy of this form to each of the following addresses:

Roxann King

Maryland Department of Budget & Management  
 Wireless Communications Services  
 301 W. Preston St, Suite 1304  
 Baltimore, MD 21201

and to:

Kathleen Shaw, MBE Coordinator  
 Maryland Department of Budget & Management  
 Division of Telecommunications  
 301 W. Preston St, Suite 1304  
 Baltimore, MD 21201

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

**PRICE PROPOSAL FORMS – ATTACHMENTS E-1  
THROUGH E-6**

**AVAILABLE SEPARATELY IN ELECTRONIC FORM**

**ATTACHMENT F – BID BOND**

**AVAILABLE SEPARATELY IN ELECTRONIC FORM**

**ATTACHMENT G – PERFORMANCE BOND**  
**AVAILABLE SEPARATELY IN ELECTRONIC FORM**

**ATTACHMENT F – BID BOND**

**AVAILABLE SEPARATELY IN ELECTRONIC FORM**

**ATTACHMENT G – PERFORMANCE BOND**  
**AVAILABLE SEPARATELY IN ELECTRONIC FORM**



**ATTACHMENT H-TOWER INSPECTION CHECK LIST**  
**AVAILABLE SEPARATELY IN ELECTRONIC FORM**

**ATTACHMENT I-GENERATOR MAINTENANCE  
CHECK LIST**

**AVAILABLE SEPARATELY IN ELECTRONIC FORM**

**ATTACHMENT J-TOWER SITE MAINTENANCE  
CHECK LIST**

**AVAILABLE SEPARATELY IN ELECTRONIC FORM**

**ATTACHMENT K– SITE AUDIT MAINTENANCE  
CHECK LIST**

**AVAILABLE SEPARATELY IN ELECTRONIC FORM**

**ATTACHMENT L–PRE-PROPOSAL CONFERENCE  
FORM**

**AVAILABLE SEPARATELY IN ELECTRONIC FORM**

**ATTACHMENT M-VENDOR ELECTRONIC FUNDS  
TRANSFER FORM**

**AVAILABLE SEPARATELY IN ELECTRONIC FORM**