

Invitation for Bids

**WASHINGTON COUNTY MICROWAVE DISH AND WAVEGUIDE INSTALLATIONS
050R4800042**



Department of Budget and Management

Office of Policy Analysis

Issue Date: August 12, 2003

NOTICE

Prospective Bidders 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 Issuing Office, and who wish to assure receipt of any changes or additional materials related to this IFB, should immediately contact the Issuing Office and provide their name and mailing address so that amendments to the IFB or other communications can be sent to them.

STATE OF MARYLAND
NOTICE TO VENDORS/CONTRACTORS

In order to help us improve the quality of State bid solicitations, and 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 bid, proposal, or "no bid," as the case may be. Thank you for your assistance.

Bid Number: 050R4800042 - Entitled: Washington County microwave dish and wave guide installations

1. 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 can not be competitive. (Explain in REMARKS section.)
- Time allotted for completion of the bid/proposal is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (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: _____

Vendor Name: _____ Date _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Invitation for Bids

**WASHINGTON COUNTY MICROWAVE DISH AND WAVEGUIDE INSTALLATIONS
050R4800042**

IFB Issue Date: August 12, 2003

IFB Issuing Office: Department of Budget and Management

Procurement Officer: Robert C. Krysiak
410-260-7179 (Phone)
410-974-3274 (Fax)

Bid(s) are to be sent to: Department of Budget and Management
Office of Policy Analysis
Procurement Unit
45 Calvert Street
Annapolis, Maryland 21401
Attn: Robert C. Krysiak

Closing Date and Time: September 9, 2003; 2:00 pm (local time)

NOTE

Prospective Bidders 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 Issuing Office, and who wish to assure receipt of any changes or additional materials related to this IFB, should immediately contact the Issuing Office and provide their name and mailing address so that amendments to the IFB or other communications can be sent to them.

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SECTION 1 - GENERAL INFORMATION

1.1 SUMMARY STATEMENT

The Department of Budget and Management is soliciting Bids to procure a contractor to provide a firm, fixed price for all services and additional materials (see Section 2.4) required for the installation of nine (9) microwave antennas dishes and associated wave-guides at five (5) sites in Washington County.

1.2 ABBREVIATIONS

For purposes of this Invitation for Bids (IFB), the following abbreviations have the meanings indicated below:

BPW means the Board of Public Works.

COMAR means the Maryland Code of Regulations.

DBM means the Department of Budget and Management.

1.3 ISSUING OFFICE

The sole point of contact in the State for purposes of this IFB is the Procurement Officer at the Issuing Office address listed below:

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

The State Project Manager is:

Mr. Ed Macon
Director of Maintenance
MIEMSS Communications
Telephone #: 410-706-8086

The State Program Manager is:

Mr. G. Edward Ryan II, Director of Wireless Communications
Telecommunications Division
Department of Budget and Management

301 W. Preston Street, Room 1304
Baltimore, MD 21201
Telephone #: 410-767-4219

1.4 QUESTIONS

Written questions must be submitted to the Issuing Office by September 2, 2003, 4:00 pm local time. Questions may be submitted by facsimile or email. A summary of all questions and answers will be distributed to all prospective bidders known to have received this IFB.

1.5 CLOSING DATE

An original and five (5) copies of each Bid must arrive at the Issuing Office identified in Section 1.3, by September 9, 2003, 2:00 pm local time, in order to be considered. Requests for extension of this date or time will not be granted. Bidders mailing Bids should allow sufficient mail delivery time to ensure timely receipt at the Issuing Office. Except as provided in COMAR 21.05.02.10, Bids or unsolicited amendments to Bids arriving after the closing time and date will not be considered. Bids delivered by facsimile will not be considered.

1.6 DURATION OF OFFER

Bids submitted in response to this IFB are irrevocable for 120 days following the closing date. This period may be extended at the Procurement Officer's request only by a bidder's written agreement.

1.7 REVISIONS TO THE IFB

If it becomes necessary to revise this IFB, amendments will be provided to all prospective bidders that were sent this IFB or otherwise are known by the Procurement Officer to have obtained this IFB. Acknowledgement of the receipt of all amendments to the IFB must accompany the bidder's Bid. Failure to acknowledge receipt does not relieve the bidder from complying with all terms of any such amendment.

1.8 CANCELLATIONS; DISCUSSIONS

The State reserves the right to accept or reject any and all bids, in whole or in part, received in response to this IFB.

1.9 INCURRED EXPENSES

The State will not be responsible for any costs incurred by a bidder in preparing and submitting a Bid, or in performing any other activities relative to this solicitation.

1.10 DISPUTES

Any disputes relative to this solicitation shall be subject to the provisions of COMAR 21.10.02 (Administrative and Civil Remedies).

1.11 MULTIPLE OR ALTERNATE BIDS

Multiple or alternate Bids will not be accepted.

1.12 ACCESS TO PUBLIC RECORDS ACT NOTICE

A bidder should identify those portions of its Bid that it considers confidential, proprietary commercial information or trade secrets, and provide, upon request, justification why such materials, if requested, 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. Bidders are advised that, upon request for this information from a third party, the Procurement Officer will be required to make an independent determination whether the information may be disclosed (see COMAR 21.05.08.01).

1.13 BIDDER RESPONSIBILITIES

The State will enter into a contractual agreement only with the selected bidder. The selected bidder shall be responsible for all products and services required by this IFB. Subcontractors, if any, must be identified and a complete description of their role relative to the Bid must be included in the Bid.

1.14 MANDATORY CONTRACTUAL TERMS

By submitting a bid in response to this IFB, a bidder, if selected for award, agrees to the terms of this IFB and the provisions in Attachment A.

1.15 BID/PROPOSAL AFFIDAVIT

All Bids submitted by a bidder must be accompanied by a completed Bid Affidavit. A copy of this Affidavit is included as Attachment B of this IFB.

1.16 CONTRACT AFFIDAVIT

All bidders are advised that if a contract is awarded as a result of this solicitation, the successful bidder will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this IFB. This Affidavit need not be submitted with a bidder's Bid but must be provided upon notice of contract award.

1.17 ARREARAGES

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

1.18 PROCUREMENT METHOD

This contract will be awarded in accordance with the competitive sealed bidding process under Maryland Code of Regulations (COMAR) 21.05.02.

1.19 OPENING AND RECORDING OF BIDS

Bids will be opened in accordance with the provisions of COMAR 21.05.02.11B. Specifically, the bids will be opened on September 9, 2003 at 2:30 pm in room 163 located at 45 Calvert Street, Annapolis, MD 21401.

Bids shall be made available for public inspection at or within a reasonable time after bid opening. Any material deemed confidential or proprietary by the vendor must be clearly marked and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid.

1.20 PERFORMANCE BOND

The successful Bidder must submit a Performance Bond (see **Attachment E**), or other suitable securities as identified within COMAR 21.06.07, in the amount of the bid for the period of the contract award. **The cost of this bond, or other suitable security, is to be included in the total price bid and is not to be bid 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 Bidder within 5 days of recommendation for contract award. **A letter must be submitted from a bonding company with the bid providing evidence that the bidder is capable of securing the performance bond required.** 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.

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

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

1.22 RECIPROCAL PREFERENCE

Although Maryland law does not authorize procuring agencies to favor resident bidders 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 bidder whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this IFB is in another state submits the most favorable bid price; 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.

1.23 NO BID STATEMENT

Vendors not responding to this solicitation are requested to submit the Notice to Vendors/Contractors form, which includes the company information and the reason for not responding (i.e., too busy, can not meet mandatory requirements, etc.).

1.24 AWARD BASIS

The State reserves the right to award the contract to the responsive and responsible bidder submitting the most favorable bid price for providing the goods and services, as specified in this IFB. The most favorable bid price will be based on the sum total of the total price bid in Attachment E, Price Bid Form.

1.25 PERFORMANCE PERIOD

After the Contractor has received a written notice to proceed from the State Program Manager listed in Section 1.3, all work required by the Contractor to complete this project shall be finished within one year.

1.26 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 Equipment shelter, Room 803, 301 West Preston Street, Baltimore Maryland 21201. It is strongly recommended that any potential Bidder complete registration prior to the due date for receipt of proposals. A Bidder's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Bidder from final consideration and recommendation for contract award.

1.27 FALSE STATEMENTS

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

- (a) 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 5 years or both.

SECTION 2 - DESCRIPTION OF REQUIRED SERVICES AND DELIVERABLES

2.1 MANDATORY REQUIREMENTS

The Contractor shall assume total responsibility for project design, work, licenses and liability insurance of any required items for the Contractor and any required subcontractors. This is to include all shipping and receiving of all materials (including State provided materials) to install the nine (9) microwave dishes. In addition, the Contractor shall furnish all labor, equipment, tools and other parts necessary for the complete installation of the nine (9) microwave dish antennas.

2.2 WORK SITE DAMAGES AND INSURANCE

Any damage to finished surfaces, surrounding areas, etc., from this tower disassembly and inventory shall be repaired to the damaged party's satisfaction at the Contractor's expense. The bidder shall submit, with the bid response, a copy of a General liability insurance policy showing coverage in the event of an accident at the site. This policy is to cover the Contractor and all subcontracted personnel as well as property liability coverage. The amount of the applicable minimum insurance limits of coverage shall be \$1,000,000 per each occurrence and \$2,000,000 aggregate coverage.

2.3 MINIMUM QUALIFICATIONS

The Contractor shall identify the site Foreman, who shall have a minimum of five (5) continuous years of documented (by references and work history) experience, including but not limited to, microwave dish antenna and wave-guide installation.

The Contractor shall identify the Project Manager, who shall have five (5) continuous years of documented (by references and work history) experience, including but not limited to, the coordination of work necessary to install microwave dish antennas and associated wave-guide.

The Contractor shall identify Contractor's Site Foreman and Contractor's Project Manager and shall, prior to the commencement of work, provide in writing, the name, business mailing address, cellular telephone number, and emergency contact telephone number for each of these individuals to the State Project Manager and the State Program Manager.

2.4 SCOPE OF SERVICES AND SPECIFICATIONS

- a. The State will supply all required microwave dishes with radomes, EW63 and EW90 wave-guide and UG344/CPR137G connectors, pressure windows and dehydrators. The Contractor is to supply 4-port manifolds; one (1) stiff-arm each for each of the 6-foot and 8-foot dish antennas (the 8-foot dish antennas will be supplied with one (1) stiff arm by

the manufacturer). The Contractor will also supply tower dish mounts where required, one (1) non penetrating roof mount for the Washington County 911 Center installation, wave guide hangers, grounding kits and any other small hardware required for the complete installation of nine (9) microwave dish antennas.

- b. The Microwave dishes shall be installed at the various locations in accordance with the heights and azimuths specified in Attachment F – “Microwave Coordination”.
- c. Supplied materials, including, but not limited to, grounding straps, stiff-arms, 4-port manifolds, shall be new, unused and shall meet the latest design and fabrication standards of the Electronics Industry Association (EIA).
- d. The Contractor shall ensure that the microwave dish installations and contractor supplied materials, including, but not limited to, grounding straps, stiff-arms, 4-port manifolds, shall be new, unused and shall meet the latest design and fabrication standards of the Electronics Industry Association (EIA).
- e. The Contractor shall pick up and sign for all State supplied microwave dishes and wave-guide at the SHA radio shop at US Rt40 and I-695. Pick up can be arranged by contacting Craig Fetzer at SHA on 410-747-8590.
- f. The Contractor shall provide all coordination, functions, labor, materials, insurance and purchase items required to install nine (9) microwave dish antennas and associated wave-guide at five (5) sites in accordance with the following specifications:

2.4.1 Lambs Knoll (Site ID #K0010520); 18306 Col. Henry K. Douglas Drive, Hagerstown

- a. Verify line of sight for the paths;
- b. Install one (1) 8-foot parabolic dish antenna and one (1) 6-foot parabolic dish antenna on the tower (for microwave antenna models, heights and azimuths, see Attachment ”F – Microwave Coordination”);
- c. Install one (1) Contractor supplied stiff-arm for the 6-foot dish antenna and one Contractor supplied stiff-arm for the 8-foot dish antennas;
- d. Install an additional State supplied stiff-arm for the 8-foot dish antenna;
- e. Install two (2) lengths of EW-63 elliptical wave-guide from the microwave radios inside the building to the microwave antennas, using Contractor supplied wave-guide hangers (must be Andrew # 42396A-7 or State approved equivalent). Provide hoisting grips as required by the manufacturer’s installation instructions;
- f. Install wave-guide connectors UG344U and CPR137G;
- g. Install pressure windows and dehydrator with Contractor supplied 4-port pressure manifold;
- h. Purchase and install three (3) wave-guide grounding straps per wave guide;
 - a. Pressure test and pressurize wave-guides;
 - b. Provide digital path photographs; and
 - c. Perform path alignments to Hagerstown SHA and Gambrills Mountain.

2.4.2 Washington County 911 Center (Site ID #D5321007); 33 West Washington Street, Hagerstown, MD

- a. Verify line of sight for the paths;
- b. Install one (1) 8-foot parabolic dish antenna using a non-penetrating roof mount (provided by the Contractor), and one (1) 4-foot parabolic dish antenna on the existing tower (for dish antenna model, height and azimuth see attachment “F - Microwave Coordination”);
- c. Install one (1) Contractor supplied stiff-arm for the 6-foot dish antenna and one Contractor supplied stiff-arm for the 8-foot dish antennas;
- d. Install an additional State supplied stiff-arm for the 8-foot dish antenna;
- e. Purchase and install one (1) non-penetrating roof mount to install one (1) 8-foot parabolic microwave dish antenna;
- f. Install one (1) length of EW63 elliptical wave-guide for the 8-foot dish antenna and one (1) length of EW90 elliptical wave guide for the 4-foot dish antenna from the microwave radios inside the building to the microwave antennas, using Contractor supplied wave-guide hangers (must be Andrew # 42396A-7 or State approved equivalent). Provide hoisting grips as required by the manufacturer’s installation instructions;
- g. Install wave-guide connectors UG344U and CPR137G;
- h. Install pressure windows and dehydrator with Contractor supplied 4-port pressure manifold;
- i. Purchase and install three (3) wave-guide grounding straps per wave guide;
- j. Pressure tests and pressurize wave-guides;
- k. Provide digital path photographs; and
- l. Perform path alignment to Quirauk and Hagerstown SHA.

2.4.3 Fairview Mountain (Site ID #J0221382); Fairview Mountain; Clear Spring, MD

- a. Verify line of sight for the path;
- b. Install one (1) 8-foot parabolic dish antenna on the tower (for dish antenna model, height and azimuths see attachment F – “Microwave Coordination”);
- c. Install one (1) Contractor supplied stiff-arm for the 6-foot dish antenna and one Contractor supplied stiff-arm for the 8-foot dish antennas;
- d. Install an additional State supplied stiff-arm for the 8-foot dish antenna;
- e. Install one (1) length of EW63 elliptical wave-guide from the microwave radio inside the building to the microwave antenna, using Contractor supplied wave-guide hangers (must be Andrew # 42396A-7 or State approved equivalent). Provide hoisting grips as required by the manufacturer’s installation instructions;
- f. Install wave-guide connectors UG344U and CPR137G;
- g. Purchase and install three (3) wave-guide grounding straps;
- h. Pressure test and pressurize wave-guide;
- i. Provide digital path photographs; and
- j. Perform path alignment to Hagerstown SHA.

2.4.4 Hagerstown SHA (Site ID #J0221383) 18306 Col Henry K. Douglas Drive

- a. Verify line of sight for the paths;
- b. Install two (2) 8-foot parabolic dish antennas and one (1) 4-foot dish antenna on the tower (for dish antenna model, height and azimuth see attachment F – “Microwave Coordination”);
- c. Install one (1) Contractor supplied stiff-arm for the 6-foot dish antenna and one Contractor supplied stiff-arm for the 8-foot dish antennas;
- d. Install an additional State supplied stiff-arm for the 8-foot dish antenna;
- e. Install two (2) lengths of EW63 elliptical wave-guide and one (1) length of EW90 elliptical wave guide for the 4-foot dish from the microwave radio inside the building to the microwave antennas, using Contractor supplied wave-guide hangers (must be Andrew # 42396A-7 or State approved equivalent). Provide hoisting grips as required by the manufacturer’s installation instructions;
- f. Install wave-guide connectors UG344U and CPR137G;
- g. Install pressure windows and dehydrator with Contractor supplied 4-port pressure manifold;
- h. Purchase and install three (3) wave-guide grounding straps per wave guide;
- i. Pressure test and pressurize wave-guides;
- j. Provide digital path photographs; and
- k. Perform path alignment to Lambs Knoll, Fairview Mountain and Washington County 911 Center.

2.4.5 Quirauk (Site ID #FED21001) Site C Mount Quirauk, Ft. Ritchie

- a. Verify line of sight for the path;
- b. Installation of one (1) 8-foot parabolic dish antenna on the tower (for antenna dish model, height and azimuth see Attachment F-“Microwave Coordination”);
- c. Install one (1) Contractor supplied stiff-arm for the 6-foot dish antenna and one Contractor supplied stiff-arm for the 8-foot dish antennas;
- d. Install an additional State supplied stiff-arm for the 8-foot dish antenna;
- e. Install one (1) length of EW63 elliptical wave-guide from the microwave radio inside the building to the microwave antenna, using contractor supplied wave-guide hangers (must be Andrew # 42396A-7 or State approved equivalent). Provide hoisting grips as required by the manufacturer’s installation instructions;
- f. Install wave-guide connectors UG344U and CPR137G;
- g. Purchase and install three (3) grounding straps;
- h. Pressure test and pressurize wave-guide;
- i. Provide digital path photograph; and
- j. Coordinate with State Project Manager to perform path alignment to Washington County 911 center.

2.5 COMMENCEMENT OF WORK

Work in response to this IFB shall be initiated only upon issuance of a fully executed Notice to Proceed, authorized by the State Program Manager.

2.6 INVOICING

Invoices shall be sent to the State Program Manager identified in Section 1.3 in accordance with the attached contract and itemized to separate the cost of the individual line items identified in the Price Bid Form, Attachment D. Invoices submitted without clear, concise, readable, definitive information shall be returned for clarification, and may delay payment. Invoices must include the site name, site number, and the DBM-issued Purchase Order (P.O.) number. All sites need to be restored to an “original” condition prior to project completion and sign-off. Invoices shall only be issued upon completion of the work described in this IFB. Payment for invoices shall be rendered only after completion of the required work and final acceptance as described in Section 2.7. Should any of the sites not be available for completion of the work as described in Section 2.4, the Contractor agrees to perform the installation at a later date at the price bid in Attachment D. If a site not available to perform the installation as described Section 2.4, the Contractor may submit an invoice for those sites which have been completed and accepted by the State.

2.7 FINAL ACCEPTANCE SIGN-OFF

Final acceptance by the State Program Manager shall take place upon completion of the following to the satisfaction of the State Program Manager:

- All of the microwave dish antennas have been aligned.
- Any deficiencies noted by the State Project Manager (Sec.1.3) have been corrected to the State’s satisfaction
- The State Project Manager (Sec.1.3) signs off on all of the installations.

2.8 LIQUIDATED DAMAGES

Time is an essential element of the contract and it is important that the work be vigorously prosecuted until completion. For each day that 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 solicitation, provided, however, that due account shall be taken of any adjustments of specified completion time(s) for completion of work as granted by approved change orders.

In the event that installation of equipment is performed under this contract, if the contractor fails to complete the project in the stated or otherwise State agreed time, an event occurs. For each event, the contractor may be assessed liquidated damages in the amount of 0.1% (1/10 of one percent) of the total purchase order amount when the event occurred. The liquidated damages will be assessed against the affected contractor invoice. Delay of work for each event shall commence when the State provides notice to the contractor of the event. Delay of work shall terminate when the work is returned to the schedule as determined by the State. The Contractor will not be assessed liquidated damages when the event is the result of a national emergency or natural disaster, fire, or other acts of God, provided the Contractor notifies the State of such circumstances and

the State determines the event was beyond the control and without fault or negligence of the Contractor. This compensation will be for delay related costs only. Contractor will remain liable for other non-delay costs actually incurred by the State such as excess procurement costs in the event the contract must be re-competed by the State or awarded to another contractor.

SECTION 3 - BID PREPARATION AND SUBMISSION

3.1 BID FORMAT

- 3.1.1 Bidders must use and complete the Price Bid Form, Attachment D. Do not change or alter Attachment D.
- 3.1.2 If requested in Section 2, Specifications, bidders must elaborate or provide responses to those items and attach those responses to the Price Bid Form, Attachment D. Vendors need only to respond to items in Section 2, Specifications, and only where requested.
- 3.1.3 Bidders must submit one copy of their bid in an electronic format. Submission should be on 3 ½" diskette or compact disc (CD) in WordPerfect (8.0 or earlier), MS Word (7.0 or earlier), Lotus (4.0 or earlier) or Excel (7.0 or earlier). Material not readily convertible to this medium must be identified and may be excluded.
- 3.1.4 Bidder agrees to comply with each and every section, subsection and addendum of this solicitation. Failure to comply will result in the rejection of the bid.
- 3.1.5 All technical data and brochures will follow the last section of the bid.
- 3.1.6 Do not alter any State attachments.
- 3.1.7 Additional Required Submissions
 - ◆ Bid/Bid Affidavit - Attachment B
 - ◆ Letter from bonding company providing evidence that bidder is capable of securing the required performance bond.

3.2 PREPARATION OF BIDS SUBMISSION

An original and five (5) copies of each bid must be submitted. The original should be noted that it is the original and copies should be marked accordingly.

- 3.2.1 Bids must be submitted in sealed envelopes clearly marked as a bid with the project number and due bid date.
- 3.2.2 Bids must be submitted to the issuing office identified in Section 1.3.
- 3.2.3 Bids must be delivered on time, on or before the due date and time specified in Section 1.6.

3.3 AUTHORIZED SIGNATURE

The authorized signature block must be signed by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the bid.

3.4 VENDOR EXPERIENCE AND CAPABILITIES

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

Vendors shall provide an overview of its experience rendering services similar to those included in Section 2 of this IFB. This description shall include a summary of the services offered, the number of years the vendor has provided these services, the number of clients and geographic locations the vendor currently serves, etc.

Vendors shall provide evidence that they can provide employees that meet the minimum qualifications set forth in Section 2.3.

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

Vendor shall provide references from its customers who are capable of documenting:

- a. The vendor's ability to manage projects of comparable size and complexity.
- b. The quality and breadth of services provided by the vendor.
- c. 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.
- d. The services provided, scope of the contract, geographic area supported, performance objectives being satisfied, and improvements made to client systems (e.g., reduction in operation/maintenance costs while maintaining or improving current performance levels).
- e. An explanation of why the vendor is no longer providing the services to the client organization, if the vendor is no longer serving this client.

3.5 FINANCIAL CAPABILITIES AND INSURANCE

The vendor shall include the following:

- a. Evidence that the vendor has financial capacity to provide the services.
- b. Provide copies of the last two (2) year-end financial statements and an analysis of those financial statements/reports.
- c. A copy of the vendor's current certificate of insurance (see Section 2.2) which, at a minimum, should contain the following:

Carrier (name and address)
Type of insurance
Amount of coverage

Period covered by insurance
Exclusions

3.6 LEGAL ACTIONS STATEMENT

Provide a statement as to whether there are any outstanding legal actions against the vendor.

ATTACHMENTS

- A Sample Contract
- B Bid/Proposal Affidavit
- C Contract Affidavit
- D Price Bid Instructions and Form
- E Performance Bond
- F Washington County Microwave Co ordinations

ATTACHMENT A

WASHINGTON COUNTY MICROWAVE DISH AND WAVEGUIDE INSTALLATIONS 050R4800042 CONTRACT

THIS CONTRACT is made this _____ day of _____, 2003 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:

1.1 “Contractor” means _____ whose principal business address is _____ and whose principal office in Maryland is _____.

1.2 “Contractor’s Information” means proprietary works of authorship, that have been created for others, including without limitation software, methodologies, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, which have been originated, developed or purchased by Contractor or by third parties under contract to Contractor before the issuance of the IFB.

1.3 “Department” means the Maryland Department of Budget and Management.

1.4 “Procurement Officer” means Robert C. Krysiak, Department of Budget and Management.

1.5 “IFB” means the Invitation for Bids, Project No. 050R4800042, dated August 12, 2003.

1.6 “State” means the State of Maryland.

2. Scope of Work

The Contractor shall provide the services, material, and equipment necessary to install nine (9) microwave dish antennas with associated wave guide at five (5) sites in Washington County, Maryland, as is more fully described in the Contract documents, which consist of:

1. The Contract and any contract modifications executed by the parties;

2. The Invitation for Bids and any addenda;
3. Contractor's Bid.

In the event of a conflict between provisions of the Contract documents, the controlling provisions shall be, in this order: First, the provisions of this Contract including any contract modifications executed by the parties; Second, the Invitation for Bids and any addenda thereto; Third, the Contractor's Bid.

2.1 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.

3. Time for Performance.

Following completion of Contract award, the Contractor must commence performance of the contract upon receipt of a notice to proceed. Contractors performance must be completed within four (4) weeks after receiving the Notice To Proceed (NTP).

4. Consideration and Payment

Consideration to be paid to the Contractor shall be determined upon award in accordance with the IFB and the Contractors Bid. Payment to the Contractor shall be made in accordance with the Contract documents.

4.1 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.

4.2 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.

5. Rights to Records

The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor for purposes of this Contract 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.

Contractor's Information shall not be the property of the Department. To the extent that Contractor incorporates any of Contractor's Information into the documents and materials delivered under this Contract, Contractor hereby grants to the State a royalty-free, non-exclusive license to use such Contractor's Information solely for the State's use and that of its agents. Notwithstanding anything to the contrary in this Contract, Contractor shall have the right to retain a copy of all its work papers and administrative records but shall not be entitled to use such documents except for the benefit of the State of Maryland or the Contractor's internal record keeping requirements.

6. Patents, Copyrights, Intellectual Property

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.

6.1 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.

6.2 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 minimum coverage limits of \$1,000,000 per each occurrence and \$2,000,000 aggregate coverage. 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 IFB and this Contract.

9. Non-Hiring of Employees

No employee of the State of Maryland or any unit thereof whose duties as such employee include matters relating to or affecting the subject matter of this Contract shall, while so employed, become or be an employee of the Contractor or any entity that is a subcontractor on this contract.

10. Disputes

This Contract shall be subject to the provisions of State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland, and COMAR 21.10.(Administrative and Civil Remedies). Pending resolution of a claim, the 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 physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any underlying 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 Agreement.

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 21.07.01.11B.

16. Termination for Convenience

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. The State will pay all reasonable costs associated with this contract that the contractor has incurred up to the date of termination and all reasonable costs associated with the termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

17. Delays and Extensions of Time

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

18. Suspension of Work

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

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.

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.

24.1 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

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.

26.1 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.

26.2 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.

26.3 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. 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."

28. Removal of Defective Work

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

28.1 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.

28.2 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.

29. Use of Contractor's Forms Not Binding on State

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:

29.1 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

29.2 Not otherwise inconsistent with the Contract Documents.

29.3 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:

29.4 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;

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

29.6 Execution of the document is approved by the procurement authority whose approval is required by law.

30. Performance Bond

The required bond shall be in the form specified. See Attachment E.

31. Liquidated Damages

31.1 Time is an essential element of the contract and it is important that the work be vigorously prosecuted until completion. For each day that 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 solicitation, 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.

32. Administrative

32.1 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.

32.2 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

By:

Date

Witness: _____

MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT

By:

Date

Witness: _____

Approved for form and legal
sufficiency this _____ day
of _____, _____.

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]:

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]:

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]:

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 Bid 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 Elections 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
PRICE BID FORM – INSTRUCTIONS
050R4800042

Instructions

In order to assist vendors in the preparation of their bids and to comply with the requirements of this solicitation, Price Instructions and a Price Bid Form have been prepared. Vendors must submit their bids on the forms in accordance with the instructions on the forms and as specified herein. Do not alter the form or the bid will be rejected. The Price Bid Form is to be signed and dated, where requested, by an individual who is authorized to bind the firm to all prices offered.

The State reserves the right, at its sole discretion, not to purchase any equipment or service for which are solicited under this IFB.

Bidders are required to record the prices they are bidding for each listed bid item, and compute the total. The price bid form is used to calculate the vendor's TOTAL PRICE BID.

- A) All Unit/Extended Prices must be clearly typed or written in ink with dollars and cents, e.g., \$24.15 and all percentages must be typed or written in ink with no more than one decimal place, e.g., 15.5 %.
- B) All Unit Prices must be the actual unit price the State will pay for the proposed item per this IFB and may not be contingent on any other factor or condition in any manner. All percentages must be the actual percentage reduction that will be applied to the manufacturer's price lists supplied.
- C) All calculations that result in a fraction of a cent must be rounded to the nearest whole cent, i.e., \$1.025 would be rounded to \$1.03 and \$1.024 would be rounded to \$1.02.
- D) All goods or services required or requested by the State and proposed by the vendor at No Cost to the State must be clearly entered in the Unit Price and Extended Price with \$0.00.
- E) All goods or services required or requested by the State and Not Offered by the vendor to the State must be clearly typed in the Unit Price and Extended Price with N/O.
- F) Except as instructed on the forms, nothing shall be entered on the forms that alters or proposes conditions or contingencies on the prices or percentages.

Vendors must record the required information on each table as follows:
Site Information - Column A is provided. Record the bid price per site in Column B.
Record the total cost for installation of all of the sites on the appropriate line, Total Bid Price.

**ATTACHMENT D
PRICE BID FORM
050R4800042**

SITE NAME

BID PRICE

1. Lambs Knoll (Section 2.4.1)	Site ID #K0010520	
2. Washington County 911 Center (Section 2.4.2)	Site ID #D5321007	
3. Fairview Mountain (Section 2.4.3)	Site ID # J0221382	
4. Hagerstown SHA (Section 2.4.4)	Site ID #J0221383	
5. Quirauk (Section 2.4.5)	Site ID #FED21001	
TOTAL BID PRICE (ADD 1 THROUGH 5)		\$

SUBMITTED BY:

AUTHORIZED SIGNATURE

TITLE

TYPED NAME OF AUTHORIZED SIGNATURE

FEDERAL EMPLOYER IDENTIFICATION #

NAME OF VENDOR (COMPANY)

DATE

ADDRESS

PHONE NO. & FAX NO.

ATTACHMENT E
PERFORMANCE BOND

050R4800042

Principal	Business Address of Principal
Surety	Obligee
a corporation of the State of and authorized to do business in the State of Maryland Administration.....	STATE OF MARYLAND By and through the following
Penal Sum of Bond (express in words and figures)	Date of Contract
Description of Contract20.....
Contract Number:	Date Bond Executed
20.....

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

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

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

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

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

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

The Surety hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on

this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

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

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

In Presence of: Individual Principal
Witnessas to(SEAL)

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

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

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

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

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

ATTACHMENT F – WASHINGTON COUNTY MICROWAVE COORDINATIONS

AVAILABLE IN ELECTRONIC FORMAT

050R4800042