



**Consulting and Technical Services II (CATS II)
Task Order Request for Proposals (TORFP)**

**Communications Tower Facility
Maintenance, Repair and Support Services**

CATS II TORFP #

J02B9200079

**Maryland State Highway Administration,
Office of Maintenance - Communications Division**

ISSUE DATE: November 17, 2011

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KEY INFORMATION SUMMARY SHEET

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

TORFP NAME:	Communications Tower Facility Maintenance, Repair and Support Services
FUNCTIONAL AREA:	Functional Area 14, Tower Equipment Installation and Services
TORFP ISSUE DATE:	11/17/11
Closing Date and Time:	12/21/11 @ 2PM
TORFP Issuing Office:	Maryland Department of Transportation (MDOT) & State Highway Administration (SHA)
Questions and Proposals are to be sent to:	TO Procurement Officer – Donna Ziegenhein Telephone Number: 410-865-1130 Office Fax: 410-865-1388 Email Address: dziegenhein@mdot.state.md.us .
SHA TO Manager:	Patrick Crogan Office Phone: 410-747-8590 Office Fax: 410-744-4716 Email Address: PCrogan@sha.state.md.us
SHA Office Manager:	Kathleen Weber Office Phone: 410-747-8590 Office Fax: 410-744-4716 Email Address: KWeber@sha.state.md.us
Project Number:	J02B9200079
TO Type:	Fixed Price and Time & Materials (T&M)
Period of Performance:	From Notice To Proceed to the expiration of the CATS II Master Contract (May 31, 2014).
MBE Goal:	0 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	Various communication tower facility locations throughout Maryland, and the Radio Shop lab. See Facility Locations List in Exhibit B.
State Furnish Work Site and/or Access to Equipment, Facilities or	Furnish test lab. The lab is currently located at 5901 Baltimore National Pike

Personnel:	Baltimore, MD 21228
TO Pre-Proposal Conference:	MARYLAND DEPARTMENT OF TRANSPORTATION 7201 Corporate Center Drive Hanover Maryland 21076 Richard Trainor Conference Room 1 st Floor 12/5/11 @ 10:00 am See Attachment 6 for Directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format (Version 2007 or older) forms requiring signatures can be scanned or pdf files and shall be included with the Technical proposal. **Please note that the MDOT system has an 8 MB limit on email transmissions.** The "subject" line in the e-mail submission shall state the TORFP # **J02B9200079**. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP # **J02B9200079** Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP # **J02B9200079** Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal including 1A and 1B
- Attachment 2 - Minority Business Enterprise Forms D-1 and D-2 (if applicable)
- Attachment 4 - Conflict of Interest Affidavit and Disclosure
- Attachment 5 - Labor Category Personnel Resume Summary
- Copies of Certifications as required in Sections 2.9 and 2.10
- Attachment 13 – Living Wage Affidavit of Agreement

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 MINORITY BUSINESS ENTERPRISE (IF APPLICABLE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits its' TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation without errors at the time it submits its' TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TOA shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 in this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future

give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

1.7 NON-DISCLOSURE AGREEMENT

Confidential System documentation will be made available for potential Offerors to review at a reading room at 5901 Baltimore National Pike, Baltimore, MD 21228. Offerors who review such documentation shall be required to complete and sign a Non-Disclosure Agreement in the form of Attachment 10 before viewing is permitted. Please contact the SHA Procurement Officer of this TORFP, Harry Brookes at 410-747-8590, to schedule an appointment.

In addition, certain confidential system documentation may be required by the TO Contractor awarded the TOA in order to fulfill the requirements of the TOA. The TO Contractor, employees and agents who review such documents shall be required to complete and sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 11 and Exhibit A, prior to the commencement of any work assignments.

1.8 LIMITATION OF LIABILITY CEILING

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

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

Department of Information Technology (DoIT) is responsible for contract management oversight on the CATS II master contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS II task orders (TO). This process shall typically apply to active TOs for operations, maintenance, and support valued at \$1 million or greater, but all CATS II TOs are subject to review.

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

SECTION 2– SCOPE OF WORK (SOW)

2.1 PURPOSE

The Maryland Department of Transportation (MDOT) - Maryland State Highway Administration (SHA), Office of Maintenance, Communications Division, is issuing this CATS II TORFP to obtain four (4) personnel resources to provide the necessary expertise and labor for communications tower facility systems development, troubleshooting, maintenance, repair and support services directly relating to communications tower facilities equipment, applications, support systems, ancillary and associated system(s) devices and/or components including wireless communications systems. These personnel resources shall consist of one (1) Project Manager, one (1) Subject Matter Expert, one (1) Senior Technician and one (1) Junior Technician.

SHA intends to award this Task Order to one (1) Master Contractor that proposes a team of four (4) individual resources that can satisfy the Task Order requirements. Only Offerors submitting a proposal with a team of resources that can satisfy all Task Order requirements will be accepted for evaluation.

2.2 REQUESTING AGENCY BACKGROUND INFORMATION

The Maryland State Highway Administration, Office of Maintenance, Communications Division, shall herein be referenced as the SHA. The SHA provides for the integration and maintenance of various systems and support infrastructure intended to meet the SHA's statewide communications needs. Systems and components that have been integrated and maintained include;

- 1) Roadway weather information systems,
- 2) Base-station , microwave, mobile and highway advisory radios,
- 3) Closed-circuit television cameras,
- 4) Fiber optic communications systems and cabling,
- 5) Dynamic message signs - fixed and portable types,
- 6) Private branch exchanges,
- 7) Voice over Internet Protocol communication systems,
- 8) Remote traffic microwave systems,
- 9) Motorist alert signs,
- 10) Radio communications towers and shelters,
- 11) Communications vaults, huts and cabinets, and
- 12) Various ancillary components that support the afore-mentioned equipment.

2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

The Task Order Manager (TO Manager) oversees the performance of the TO Contractor to ensure that the operations, routine maintenance, preventive maintenance and/or additional tasks are adhered to as set forth in this Task Order. The TO Manager may assign tasks and provides instructions to the TO Contractor, as needed, and identifies any additional items that may be necessary, arising from situations, conditions or other criteria that were not previously foreseen and/or addressed in the Scope Of Work. These additional items may be assigned, to the TO Contractor, to ensure that the needs of the Communications Tower facilities are being met and are to be invoiced as Time and Materials work efforts. The TO Manager may call for a meeting(s) with the TO Contractor and/or the TO Procurement Officer, and others, to discuss any problems that have been encountered and need resolution.

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

The SHA Procurement Officer oversees the monetary expenditures associated with the activities of this Task Order. The Procurement Officer reviews all invoices and ensures that specified or additional documentation is being supplied by the TO Contractor. The Procurement Officer provides invoicing instructions to the TO Contractor. The Procurement Officer communicates with the TO Contractor to clarify any Invoice or Task Order uncertainties or whenever questions arise. The Procurement Officer may call for a meeting(s) with the TO Contractor and/or the TO Manager, and others, to discuss any problems that have been encountered and need resolution.

The Task Order Contractor (TO Contractor) follows the Scope Of Work specifications given in this Task Order to ensure that tasks are being completed in a timely manner and within the time frames specified in the Scope of Work and Section 2.7 Deliverables/Acceptance Criteria. The TO Contractor communicates with the Engineer, the Engineer's Designated Official(s) (DO), TO Manager and/or Procurement Officer to suggest areas that might be improved upon or to assist with clarifying any cases of uncertainty. The Engineer is the SHA Communications Division's Division Chief or an individual that has been designated as Engineer by the Division Chief. The Engineer's Designated Official shall be the SHA Communication Division's Regional Supervisor. Currently there are four (4) Regional Supervisors. The TO Contractor shall be willing to work with the Engineer, the Engineers Designated Official, TO Manager and/or Procurement Officer to correct and/or improve upon any part of this TO which may be causing difficulty in its administration and be willing to implement changes or options that may lead to improved maintenance, repair, operational and/or budgetary efficiency. The TO Contractor shall meet with the Procurement Officer, TO Manager, Engineer and/or Designated Official upon request and advance notification. Generally, these meetings will be held at the SHA Communications Division but may be held at a communications tower facility, or other location, as deemed necessary by the Procurement Officer, TO Manager, Engineer or Engineer's Designated Official (DO).

The Engineer or Engineer's DO may provide direction, as needed, to the TO Contractor personnel while performing work assigned under this Task Order and shall have the ultimate authority for decisions and problem resolution associated with any and all work efforts assigned to the TO Contractor.

The SHA Communications Division Office Manager may serve as liaison between the SHA personnel and the TO Contractor personnel. This arrangement may be needed to coordinate preventive maintenance, routine, urgent or emergency work efforts assigned under this Task Order.

2.4 SYSTEM BACKGROUND AND DESCRIPTION

The Communications Division is tasked with the installation and maintenance of SHA's statewide communications tower facility system. The Communications Division currently maintains one-hundred and three (103) communications tower facilities located among eight (8) districts. These and any future additional facilities shall be known as the System.

The System is utilized by SHA, and others, and is of great importance to meeting the various customer communications needs, many of which are critical communications paths. The quick and efficient repair and maintenance of these communications tower facilities and support systems has been, and continues to be, of mission critical importance.

Each field site listed under the Facility Locations list, provided in Exhibit B, shall be known as a component of the System. Exhibit B will be made available to Offerors that return a completed "Attachment 10 – Non-Disclosure Agreement (Offeror)" to the SHA Procurement Officer as specified in Section 1.7 above.

A typical SHA communications tower facility field site is generally comprised of the following;

A) **TOWER**

- Structure:
 - a. Self-supporting, multi-legged (these have three or four legs and are typically from 68' to 450' tall),
 - b. Guyed (towers with support wires, a.k.a. guy wires),
 - c. Mono-pole (a self-supporting, single pole), and

- d. Special application types (various Antenna Mounting Structures).
- Lighting systems (strobes and markers).
- Cable ladder, feed-line and cable supports.
- Ice-bridges.
- Radio and microwave feed/transmission lines.
- Radio and microwave antennas.
- Antenna Mounting Structure (AMS) components.
- Halo grounding system and bonding system hardware and components.

B) SHELTER

- Typically 12'x38' pre-fabricated concrete.
- Access doors and thru-wall fixtures.
- Security access, monitoring and alarm systems.
- Backup/emergency power alternating current electric generator, engine and transfer switch system (Gen-Set).
- AC power transformers, conditioners, cabling, relays and circuit breakers.
- AC and phone line surge suppressors.
- DC power supply and associated fuses and cabling.
- Generator start-up batteries.
- Communication systems backup/emergency batteries.
- Un-interruptible Power Supply (UPS) systems.
- Telecommunications system circuits and cabling.
- Computer network cabling, routers, switches, Customer Service Units (CSUs), software and ancillary components.
- Cathode Ray Tubes (CRTs) and flat-screen monitors, keyboards, Central Processing Units (CPUs) and various interface devices.
- Various computer program applications.
- Fiber-optic connections, patch-panels and fiber optic transceivers.
- Various radio and microwave communications devices and supporting equipment including, but not limited to, Base Stations, UHF Repeaters, VHF Marine and/or fixed Mobile type radios.
- Dehydrator systems.
- Grounding and bonding system hardware and components.
- Heating, ventilation and air conditioning (HVAC) systems.
- Interior and exterior lighting systems.
- Equipment mounting racks and shelves.
- Cable racks.

C) COMPOUND

- Security fencing and access gates.
- Access road(s).
- Electric backboard and associated equipment.
- Security and /or facility lighting system.
- Huts, vaults, shelters and cabinets used to house and protect electronic equipment.
- Propane fuel tank and associated hardware.
- Power and communications system man-holes, hand-boxes and access-cans.
- Conduits and hardware for fiber-optic, phone and electric cables.
- Drainage and storm-water management systems and components.
- Vegetation and landscaping.

2.4.1 GENERAL OBJECTIVE

The objective of this Task Order is to provide the Maryland State Highway Administration, Office of Maintenance, Communications Division with the necessary expertise and technical ability(s) to install or remove, commission or decommission, and maintain and repair all components of the System. This includes all items listed in Section 2.4.

This shall also include minimizing equipment down time, ensuring equipment performance optimization and applying all equipment manufacturers' recommended preventive maintenance procedures at each location.

This Task Order consists of the installation, removal, preventive maintenance, daily routine/corrective maintenance, restoration and/or repair of all systems as listed in Section 2.4. It does not include all work that may be performed on communication towers, shelters, compounds and supporting elements. In effect, the SHA may decide to add, remove, repair or modify devices or equipment not listed in this Task Order. Therefore, at times, other contractors may be performing work that is not specifically described in this Task Order. Some possible examples of this may include items such as; Air Quality Monitoring devices or Seismic Activity detectors.

2.4.2 CONDITIONS OF PROJECT

This is a statewide project that covers all twenty-three Counties and Baltimore City. The State is divided into eight districts. The following is a list of the districts and the area(s) assigned to each;

District 1: Dorchester, Wicomico, Worcester and Somerset.

District 2: Cecil, Kent, Queen Anne, Talbot and Caroline.

District 3: Montgomery and Prince George.

District 4: Baltimore and Harford.

District 5: Anne Arundel, Calvert, Charles, and Saint Mary.

District 6: Garrett, Allegany and Washington.

District 7: Frederick, Carroll and Howard.

District 8: Baltimore City.

2.5 PROFESSIONAL DEVELOPMENT

Networking technology and software products, as well as radio and other types of communications devices, associated with this Task Order continuously change. The TO Contractor must ensure continuing education opportunities for the personnel provided. This education shall be associated with the technologies currently utilized by the SHA or any new replacement or additional technology implemented by the SHA. With the SHA's prior approval, the time allocated to these continuing education activities for staff deployed to the SHA Communications Division on a full-time basis may be charged to this task order. Actual course costs are the responsibility of the TO Contractor. The TO Contractor may invoice a maximum of four (4) personnel, at a maximum of eighty (80) hours each, for training under this TOA period of performance.

2.6 REQUIREMENTS

2.6.1 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

The tasks and duties listed below have the assigned invoicing method indicated in parenthesis. The invoicing types are "Fixed Price" and "Time & Materials. Tasks that may not be invoiced have a "Incidental - no charge" or "N/A" notation. Additional comments may have been added for clarification purposes. Invoicing for materials shall be at the Manufacturer's Suggested Retail Price (MSRP) or less.

At a minimum, the work to be accomplished by the TO Contractor personnel under this TORFP shall consist of the following:

2.6.1.1 Recurring Duties

- (a) **(Incidental - no charge.)** The TO Contractor shall email the Engineer's Designated Official all work locations prior to beginning any scheduled work. This email shall be carbon copied to the SHA Communications Division Office Manager and Task Order Manager. The email is to include anticipated start time and what work is to be performed. These work locations will be indicated on a work order that the TO Contractor typically receives, from the SHA, on the previous day. The Designated Official is the appropriate SHA Regional Supervisor. A list of Regional Supervisors, including their jurisdictions, work email addresses and work phone numbers, will be provided by the SHA.
- (b) **(Time & Materials.)** The TO Contractor shall provide a Monthly Routine Maintenance Report to the SHA Communications Division Office Manager no later than the 5th day of the month for work performed in the previous month. These monthly routine maintenance reports shall include a list of time and materials used. In addition, the TO Contractor's monthly report shall include a performance measure graph and table that displays mean response time and mean repair time. Preventive Maintenance, Routine Maintenance, and Component Replacement shall also be measured and reported. These monthly reports shall also include the following:
- Work performance month and year
 - Recurring tasks completed during the month
 - Non-recurring tasks completed during the month
 - Status of open work order(s)
 - Hours per task and total hours
 - Status of any associated deliverables
 - Outstanding issues and resolution status
- (c) **(Time & Materials.)** The TO Contractor shall present an Annual Preventive Maintenance Report to the SHA Communications Division Office Manager within two weeks after the conclusion of each fiscal year (ends on June 30th of each year). In effect, this report shall be submitted to the SHA no later than July 14th. This report shall be stored on compact disc (CD) in a format acceptable to the SHA Communications Division. The annual report shall also be presented in a bound, hard-copy version. The report shall contain detailed maintenance and inventory data for each communications tower facility. Spreadsheets, drawings and photos shall be included to illustrate the configuration of each tower facility compound, the loading of the tower, and the tower and shelter inventory. The annual report shall also include the following:
- Date submitted
 - TO title and number
 - Agency name and contact information (TO Manager)
 - TO Contractor name and contact information
 - Tasks planned for the subsequent period
- (d) **(Time & Materials.)** The TO Contractor shall also present a Semi-Annual Maintenance Report stored on CD. This report shall be submitted to the SHA Communications Division Office Manager no later than January 14th. This report shall contain summary maintenance and inventory data for each communications tower facility. The semi-annual report shall also include the following:
- Date submitted
 - TO title and number
 - Agency name and contact information (TO Manager)
 - TO Contractor name and contact information
 - Tasks planned for the subsequent period
- (e) **(Time & Materials - for repair work.)** The TO Contractor's technician shall be dispatched to make repairs, as soon as possible if a problem is detected by the TO Contractor, or reported by the Engineer or the Engineer's DO, to minimize down-time of any component or system at any field site.
- (f) **(Time & Materials.)** The TO Contractor shall perform warranty or non-warranty work only after a request for work is submitted to the SHA and granted in the form of a Work Order (WO) or when

the SHA initiates a WO. Any work performed without the WO shall be considered unauthorized work. See section “2.6.1.9 Warranties” for additional guidelines.

- (g) **(Incidental - no charge.)** The TO Contractor shall notify the Engineer on any and all matters of security.

2.6.1.2 Non-Recurring Duties

- (a) **(Time & Materials.)** Upon execution of this Agreement, the SHA will provide the TO Contractor a list of current sites that have malfunctions or are in need of repairs as of the date of execution of this agreement. The TO Contractor shall be responsible to repair sites in response to a WO issued by the SHA.
- (b) **(Time & Materials.)** The SHA may desire to add or remove communication tower facility components into or out of the System. At the decision of the SHA, a WO will be issued to the TO Contractor for installing or removing the equipment. The TO Contractor shall be responsible for the removal and/or decommissioning of communications tower facility components and/or the installation, testing and commissioning of new or used communications tower facility components.
- (c) **(Time & Materials.)** The SHA may desire to perform system related work efforts not mentioned in the Scope of Work. At the decision of the SHA, a WO will be issued to the TO Contractor for this type of situation. The TO Contractor shall be responsible to accommodate these types of requests submitted by the Engineer or Engineer’s DO.

2.6.1.3 General Requirements

- (a) **(Incidental - no charge.)** The TO Contractor shall provide to the Engineer, a business contact number, fax number, and an emergency contact number and be responsible for immediately advising the Engineer of any number changes. It is highly recommended that the TO Contractor also provide a backup (second) emergency contact phone number. See penalty specifications listed below for emergencies.
- (b) **(Time & Materials.)** The TO Contractor shall, daily, be responsible for a timely response, arrival and repair of equipment at the location identified on a work assignment. Normal response shall require the use of one (1) technician, except during training and emergencies. During an emergency response, if the TO Contractor determines that one technician would be inadequate for providing a quick and efficient repair, the TO Contractor may request, from the SHA official that initiated the WO, permission to use additional personnel. The TO Contractor shall notify the Communications Division, within thirty (30) minutes from when the repair, replacement, installation or removal of a component has been completed. Immediate notification shall be given during emergencies.

Whenever more than one (1) technician is used, the TO Contractor shall present to the SHA supporting documentation listed on or provided with the invoice explaining why this was necessary.

- (c) **(Time & Materials - for training.)** The TO Contractor shall provide in-house training programs as needed or as designated by the Engineer in support of the work efforts associated with this Task Order. For training purposes, the TO Contractor may bill a maximum of eighty (80) hours for each TO Contractor technician for this TOA. The TO Contractor shall provide the technician name and their accrued training time on the Invoice.

Upon advanced written notification, the Engineer, Engineer’s DO, Task Order Manager or TO Procurement Officer may amend or cancel the option to invoice under this training program.

- (d) **(Time & Materials.)** The TO Contractor shall perform service under this Task Order during an eight (8) hour period between the hours of 6:00 AM and 5:00PM Monday through Friday, excluding State holidays and service reduction days. This shall be known as the Principle Period of

Maintenance (PPM). Work may only be performed on State holidays or service reduction days with prior approval from the Engineer or Engineer's DO.

- (e) **(Time & Materials.)** The TO Contractor shall be responsible for providing on-site troubleshooting, corrective maintenance and repair of the System and System's components. Actual hours worked are to be invoiced. Stand-by time shall not be invoiced.
- (f) **(Time & Materials - for testing of equipment.)** The TO Contractor shall test all equipment, at a test lab designed by the SHA, and approved by the Engineer or Engineer's DO before installation occurs at a field location. The Engineer or Engineer's DO may cancel this requirement on a case-by-case basis.
- (g) **(Time & Materials - for equipment commissioning.)** The TO Contractor shall conduct all calibration or commissioning of new parts in accordance to the manufacturer's instructions in order for the SHA to receive the full warranty.
- (h) **(N/A)** The TO Contractor shall not make any changes to the communication tower facility operating functions without submitting a written request to the Engineer for approval. Generally, changes will be permitted if such changes correct or enhance the safety of the System, operational performance or reliability.
- (i) **(Incidental - no charge.)** The TO Contractor shall submit documentation to demonstrate that technicians performing work have the appropriate Federal Communications Commission (FCC) license and have completed the appropriate manufacturer's factory certification. Copies of FCC license(s) and/or certification(s) shall be submitted within 14 days of Award Notification. Copies of FCC licenses(s) and equipment manufacturer certification(s) will be required whenever there is a change in personnel throughout the term of this Task Order. Any personnel change(s) shall require notification and documentation, to be submitted to the Engineer, within three business days.
- (j) **(N/A)** The TO Contractor shall ensure that a minimum of one dedicated technician is specifically assigned to work, solely in Maryland, under this Task Order. The TO Contractor shall ensure that any technicians that are not FCC licensed and/or manufacturers' certified shall perform work under the supervision of an FCC licensed and manufacturers' certified TO Contractor employee. The technician that is supervised by the FCC licensed technician shall be able to respond to service calls as defined in the time requirements section. The TO Contractor shall adhere to all applicable FCC Rules and Regulations. Additionally, the TO Contractor shall abide by any other Federal, State, Local and Industry standards and codes necessary to perform the duties of this Task Order.
- (k) **(*** Incidental - no charge for plan development. *** Time & Materials - permitted for plan execution.)** The TO Contractor shall develop, submit, and execute a Transition Plan that includes a Transition Plan Procedures Checklist. The Transition Plan's duration shall be five working days. During this five-day period, the incumbent TO Contractor's team works with the new TO Contractor's team and/or the SHA team. This is needed to transition all application software and hardware support to a replacement TO Contractor, and the SHA, as directed by the Engineer, at the end of the Task Order period. The TO Contractor shall develop and submit the Transition Plan and Procedures Checklist at no additional cost to the SHA.

The TO Contractor may invoice for time spent executing the Transition Plan and Procedures Checklist. In effect, invoicing is allowed for the training of the new TO Contractor team and/or the SHA team during the five-day period.

The TO Contractor shall submit the Transition Plan and Procedures Checklist to the Engineer for review and approval no later than ninety (90) days before the expiration of this Task Order. The Engineer may direct the TO Contractor to provide this plan and checklist earlier if there is a reason that this TOA must be cancelled prior to the expiration date listed above. Such instances include, but are not limited to the following;

- In the event that the SHA foresees that funding for this TOA will become unavailable, the Engineer may provide a ninety (90) day advance notification to the TO Contractor.

- If the SHA desires to terminate this TOA for reasons associated with TO Contractor performance issues, the Engineer may provide a forty-five (45) day advance notification to the TO Contractor.

An acceptable Transition Plan and Procedures Checklist shall address the basic needs associated with the fulfillment of all areas of responsibility specified within and/or associated with this Task Order Scope of Work. Failure of the TO Contractor to provide an acceptable Transition Plan and Procedures Checklist, to the Engineer, within the time-frames specified, shall result in the forfeiture of any and all money(s) for any and all service(s) previously performed and/or invoiced and not already paid.

The Engineer may choose to cancel all or any part of the Transition Plan and/or Procedures Checklist with advanced written notification provided to the TO Contractor.

- (l) **(Time & Materials - for office or field meetings.)** The TO Contractor personnel shall be required to attend office or field meetings with the Engineer, or DO, depending upon the nature and complexity of the work assignment. Travel time shall not be invoiced.
- (m) **(N/A)** The TO Contractor shall honor any and all work assignments issued during the Task Order period.
- (n) **(Time & Materials - for temporary traffic control.)** The TO Contractor shall provide for any required traffic control. The TO Contractor shall adhere to current SHA traffic maintenance setup and safety procedures as detailed in the Maintenance of Traffic (MOT) permit and the latest edition of the SHA Temporary Traffic Control Manual, available upon request from the SHA TO Manager. Invoicing for temporary traffic control efforts and MOT shall be the same cost that was incurred by the TO Contractor.

The SHA will work with the TO Contractor to obtain the appropriate MOT permit. The TO Contractor is responsible for any necessary field verification efforts and for providing accurate road configuration information to the SHA. Field verifications may be invoiced as Time & Materials work efforts.

- (o) **(N/A)** SHA may perform initial visits for all routine/corrective site maintenance. This may be needed to determine an appropriate course of action for the TO Contractor to perform.
- (p) **(Time & Materials - for repair work.)** When performing repair service and/or daily routine maintenance service, the TO Contractor shall perform thorough diagnostic testing and troubleshooting of the suspected defective part(s) and/or component(s) to warrant or justify the need for any replacement parts. Documentation of diagnostic test results shall be required whenever the TO Contractor determines a need for replacement parts. Adherence to the manufacturer(s) testing and troubleshooting procedures is mandatory. The Engineer or the Engineer's DO may provide additional diagnostic and/or troubleshooting procedures.
- (q) **(Incidental - no charge.)** The TO Contractor shall be responsible for obtaining and using the appropriate Commercially Obtainable Technical Software(s) (COTS) needed for diagnosing, trouble-shooting and/or tuning of communications systems equipment and/or ancillary/supporting items that are a component of the System as defined in section 2.4 - A, B and C.

2.6.1.4 Work Assignments

Work assignments will be issued to the TO Contractor via e-mail, fax or mail. Work assignments are typically issued by the Engineer's DO, but may also be issued by the Engineer, TO Manager, Procurement Officer or Office Manager. Any necessary sketches, engineering drawings and special provisions will be provided, or be provided upon request. Work assignments given to the TO Contractor shall be known as a Work Order (WO) (See Attachment 15).

The TO Contractor shall complete the WO within both the time limit and manner specified herein. Work performed without the WO shall be considered unauthorized work, except in cases of emergency. Unauthorized work will require written documentation, from the TO Contractor, of why the work was

performed and must be submitted to the Engineer within three (3) business days of the event. Unauthorized work shall not be invoiced unless first examined and approved by the following three SHA officials; the Engineer or the Engineer's Designated Official, the TO Manager and the SHA Procurement Officer. All three must approve the work before the TO Contractor may submit an invoice.

Important Notice: Visual inspection of the tower structure, components and lighting, using binoculars, shall be conducted whenever the TO Contractor visits any tower site. The TO Contractor shall immediately notify the Engineer or Engineer's DO of any discrepancies, problems or concerns. The TO Contractor may invoice for Time & Materials associated with this inspection.

2.6.1.4.1 Preventive Maintenance (Fixed Price)

The TO Contractor shall be responsible for ensuring that each communications tower facility receives a Preventive Maintenance (PM) service of the type indicated on the Facility Locations list. The Facility Locations List and the PM task lists are included in "Exhibit B - Confidential Documents." The TO Contractor shall provide copies of these task list forms to be used for all PM services.

A) While performing a Major Preventive Maintenance (**Major PM**), inventory and site drawing tasks shall also be required. Inventory and site drawings shall only be performed on towers, shelters and compounds that are owned by the SHA. Exceptions shall include instances of SHA equipment located within non-SHA facilities. In this case, only the SHA equipment shall be inventoried. The communications facility inventory and site drawings formats must be approved by the Engineer. At a minimum, these formats shall be made using computerized drawing and presentation programs.

The "Communications Tower Facility Annual Preventive Maintenance Task List (Major PM)" task list forms shall be used to record data. This type of PM shall generally be performed during, but not limited to, the months of May, June, July, August, September, October and November. Notes for the Major PM;

- 1) Site drawings shall be updated and On-tower Inspections shall be performed bi-annually (every two years). The Engineer or DO will advise the locations that are currently in need of these items at the start of this TOA.
- 2) Radio preventive maintenance (Radio PM) shall be conducted at the time of the Major PM and shall be performed annually (once a year). If there is more than one radio system at a particular location, those radios, either base station or microwave types, shall all be serviced annually with a Radio PM. Radio PMs shall be invoiced separately. See item C below for the preferred maintenance timeframe.

B) While performing a Minor Preventive Maintenance (**Minor PM**), the "Communications Tower Facility Six Month Preventive Maintenance Task List (Minor PM)" task list forms shall be used to record data. This type of PM shall be performed once a year during, but not limited to, the months of February, March and April. These months coincide with the start of SHA's busy construction project season and the need to ensure reliable Land Mobile Radio (LMR) communications.

C) While performing a Radio Preventive Maintenance (**Radio PM**), the "Communications Tower Facility - Radio Preventive Maintenance (Radio PM)" task list forms shall be used to record data. This type of PM shall generally be performed during, but not limited to, the months of September and October. These months coincide with the start of SHA's busy winter operations season and the need to ensure reliable Land Mobile Radio (LMR) communications.

These tasks, as specified, shall be completed in their entirety, unless indicated otherwise on the Facility Locations list. In cases where a facility's PM task has a particular preventive maintenance item removed,

the TO Contractor shall reduce the cost of the PM services according to the type of PM service item that was not provided. See "Attachment 1B - Fixed costs for specific services." Tasks listed in Attachment 1B are mutually exclusive, for example, a Major PM shall not be conducted at the same time as a Minor PM.

The TO Contractor shall make copies of all PM forms and retain them for the duration of this TOA. At the expiration or termination of this TOA the TO Contractor shall deliver these copies to the SHA along with any original or copied items from "Exhibit B - Confidential Documents." Delivery of these items is incidental to the close of the TOA and shall not be invoiced.

2.6.1.4.2 Routine Maintenance (Time & Materials)

A Routine maintenance WO shall be completed within three (3) business days, unless specified otherwise on the WO. The SHA may specify a due date of less than three days depending upon the type of work that is involved. WO assignments that concern the proper functioning of a communications system shall be completed within one (1) business day. In this instance, the WO will have an indication that the work concerns a communication system and/or must be completed within one (1) business day.

The TO Contractor shall use the appropriate procedure(s) to diagnose a failure and make the repair(s). The TO Contractor's technician shall have an adequate supply of parts and test equipment on hand to ensure compliance with this requirement.

For Routine maintenance service begun during and continuing outside of the PPM, authorization must first be obtained from the Engineer or Engineer's DO, before work may continue outside of the PPM. In this case, the TO Contractor shall be compensated for repair time only, as proposed, and there will be no additional compensation for travel.

Any "Routine" maintenance WO may be escalated to an "Urgent" or "Emergency" service level at the decision of the Engineer or DO. See Section 2.6.3 Service Level Agreement.

2.6.1.4.3 Urgent Response (Time & Materials)

WO assignments that have been designated as "Urgent" shall be completed on the day they are assigned or as directed by the Engineer or the Engineer's DO. See Section 2.6.3 Service Level Agreement.

2.6.1.4.4 Emergency Response (Time & Materials)

WO assignments that have been designated as "Emergency" shall be completed on the same day as assigned and as soon as possible or as directed by the Engineer or the Engineer's DO. The TO Contractor personnel shall provide immediate notification and response to all work designated as "Emergency." See section 2.6.3 Service Level Agreement.

The TO Contractor shall ensure that one (1) technician shall be available to answer and respond to emergency calls during days and hours both inside and outside of the PPM. In effect, the TO Contractor shall be on-call, twenty-four (24) hours per day, seven (7) days per week, for emergency response. On-call or standby time shall not be invoiced. The TO Contractor shall provide an emergency contact phone number. It is highly recommended that the TO Contractor also provide a backup (second) emergency contact phone number. See penalty specifications for emergencies listed below.

During emergency situations, notification may be given verbally. The TO Contractor shall accept these work order notifications. In this case, the work order Service Level shall automatically escalate to “Emergency” (see Section 2.6.3) once the TO Contractor has been advised, by the Engineer or Engineer’s DO, that there is an “Emergency” condition present. Service begun outside the PPM, also known as emergency call out, requires the prior approval or request of the Engineer or Engineer’s DO.

The Engineer, or Engineer’s DO, will document the time the first attempt was made to notify the TO Contractor along with any additional attempts to notify the TO Contractor. The Engineer, or the Engineer’s DO, will document the name of the TO Contractor contact person, date, location and other details of the emergency as well as the time that the emergency was made known, along with any additional attempts to notify the TO Contractor. The SHA will make a reasonable effort to fax or email the Emergency WO assignment to the TO Contractor within the first two hours of the next business day, from a successful, verbal / telephone notification.

During an emergency, the TO Contractor shall:

- A) Respond to the SHA notification within thirty (30) minutes (see Section 2.6.3.1 below).
- B) Document the person’s name, call-back phone number, date, time of call, location and specific details of the situation, status or condition.
- C) Arrive on site, within four (4) hours, if travel is necessary. Travel time, distance and weather conditions will be considered by the Engineer and TO Manager when evaluating response time(s).
- D) Make repairs as soon as possible.

2.6.1.4.4.1 Response Criteria and Penalty Specifications for Emergencies

A response that is considered unsatisfactory shall include, but not be limited to, any action or lack of action that in any way would delay, limit or dismiss the deployment of the appropriate technician(s), materials or other required resources necessary to expedite the quick and efficient repair of the System.

During an event that the Engineer or Engineer’s DO consider to be an emergency, if the Engineer or Engineer’s DO is unable to contact the TO Contractor, within thirty (30) minutes, using the emergency contact phone number that was provided by the TO Contractor, the TO Contractor shall be in violation of the emergency service level agreement specified in section 2.6.3 and subject to the penalty specified in section 2.6.3.1. In this case, the TO Contractor shall provide, to the Engineer, a written documentation of the occurrence. This original documentation shall be mailed, using signature receipt to arrive at the Engineer’s office, within three (3) business days from the event.

In any case where the TO Contractor has failed to respond to an emergency call within thirty (30) minutes and/or failed to arrive on-site within the four (4) hour response time mandated for emergencies, the TO Contractor shall be in violation of the emergency service level agreement specified in Section 2.6.3 and subject to the penalty specified in Section 2.6.3.1. In this case, the TO Contractor shall provide, to the Engineer, a written documentation of the occurrence. This original documentation shall be mailed, using signature receipt to arrive at the engineer’s office, within three (3) business days from the event.

In addition to the penalty specified in Section 2.6.3.1, the TO Contractor shall **not** have any means to make a claim or submit an invoice for any item due to such an occurrence, not limited to those violations listed above, unless approved by three SHA officials to include the Engineer or the Engineer’s DO, the TO Manager and the SHA Procurement Officer. In this case, the decision of the SHA shall be final.

Any critical infrastructure, situation or component of the System may be determined “Emergency” by the Engineer or Engineer’s DO. The Engineer or Engineer’s DO may over-ride and modify the afore-mentioned time requirement depending upon the location and/or type of condition(s) present. In this case, the Engineer or Engineer’s DO may specify a response/arrival time that would allow more than four (4) hours arrival time.

2.6.1.5 Time Requirements

All work assigned to the TO Contractor shall be completed as specified below, unless otherwise directed by the Engineer or Engineer’s DO or as specified in Section 2.6.3, Service Level Agreement.

(a) Preventive Maintenance work assignments (Fixed Price)

Annual Preventive Maintenance (Major PM) for a communications tower site shall be performed once per year.

Six Month Preventive Maintenance (Minor PM) for a communications tower site shall be performed once per year. This is a preventive maintenance service that is performed at the half-way point of the year, after a Major PM, for a communications tower facility.

Radio Preventive Maintenance (Radio PM) for each wireless communications system located at a communications tower facility shall be performed once per year.

When both a Major and Minor PM have been assigned to a particular site, the TO Contractor shall schedule the PMs approximately six (6) months apart. The TO Contractor shall coordinate these preventive maintenance efforts with the Engineer and/or Engineer’s Designated Official.

(b) Other work assignments (Time & Materials)

Other equipment testing, repairs, replacements, installations and/or removals assigned to the TO Contractor shall be completed within three (3) working days if no completion due date is specified. **Other equipment** refers to items that do not affect the daily mission objectives of the System and/or that would not disrupt the proper operation of a communication system.

Generally, this is the type of work that shall **not** be assigned to a senior level technician unless there are unusual circumstances that would require it. Typically, situations involving the safety of personnel and/or equipment, and/or the training of personnel, will qualify for the use of a senior level technician. Permission from the Engineer or Engineer’s DO, shall be obtained before assigning a senior level technician.

2.6.1.6 Property Damage

The TO Contractor shall be responsible for any and all occurrences of property damage as a result of any and all TO Contractor activity(s) while performing tasks on any and all SHA, State government or private facility(s). If property damage occurs, the TO Contractor shall give immediate notification to the Engineer or Engineer’s DO. In these instances, the TO Contractor shall repair or replace the item(s) to a condition at least equal to the condition before damage. The repair or replacement shall be commenced as soon as possible or as directed by the Engineer or the Engineer’s DO. The TO Contractor shall supply to the SHA an itemized list that indicates all time and materials used for the repair or replacement. The SHA shall not be invoiced costs for time and materials used by the TO Contractor in association with the repair or replacement of the damaged item(s).

2.6.1.7 Missing, Stolen or Vandalized Components

The TO Contractor shall immediately report to the SHA any instances or suspected instances of theft or vandalism. Cases involving missing or inaccurate hardware shall also be reported to the SHA. The TO Contractor shall not alter or in any way handle or disturb any items that may have possibly been associated with a criminal activity. The SHA, State or County Police and/or other agencies must first conduct the appropriate investigation before repairs or services may commence. If the SHA determines that a repair or replacement will be needed, the SHA will determine the course of action. Depending on the decision of the SHA, this course of action may or may not utilize the resources of the TO Contractor.

2.6.1.8 Limitations

Service to be provided herein may be directed by the SHA Engineer at the expense of the SHA for items such as, but not limited to:

- (a) System related communications or electrical work on equipment external to the System.
- (b) Any Service, equipment or replacement parts necessary due to relocation of the Equipment covered under this Agreement.
- (c) Service due to deletion, damage or alteration of System configuration required for proper operation. System configuration includes hardware and software.
- (d) Damage to the System or equipment due to unforeseen circumstances.
- (e) Conditions external to the System that degrade the System performance.

However, the TO Contractor will not be obligated to provide Service on any Equipment or Software which, in the TO Contractor's and the Engineer's opinion, are located in unsafe, hazardous or severe weather conditions.

2.6.1.9 Warranties

The TO Contractor shall warrant against defects in workmanship, equipment, material or design for a period of one (1) year after SHA acceptance of equipment or system installation. The TO Contractor shall warrant that all work performed and all materials furnished shall be in conformity with this Task Order's requirements including manufacturer's warranty specifications. The TO Contractor is not allowed to invoice time and materials for items that have been provided by the TO Contractor and are being worked on under a warranty repair or warranty replacement situation.

For System and Equipment Installation Services

- (a) After the SHA has accepted the TO Contractor provided service, the TO Contractor shall remedy at its own expense any damage to State owned or controlled real or personal property, when that damage is the result of the TO Contractor's failure to conform to Task Order requirements or any such defect of equipment, material, workmanship or design.
- (b) The TO Contractor shall provide appropriate equipment installation techniques and procedures to ensure that the equipment manufacturer's warranty will not be voided.
- (c) Should the TO Contractor fail to remedy any failure, defect or damage described in (a) above within a reasonable time within receipt of notice thereof, the State shall have the right to replace, repair or otherwise remedy such failure, defect or damage at the TO Contractor's expense.

For Maintenance Services

- (a) The TO Contractor shall follow all equipment manufacturers maintenance guidelines, warranties and procedures when performing any and all maintenance, including preventive and routine maintenance services as described in this Scope of Work.
- (b) The TO Contractor shall provide appropriate maintenance techniques and procedures to ensure that equipment warranties will not be voided.
- (c) In cases of equipment and system failure the TO Contractor shall provide appropriate remedy as soon as possible, after notification of such failures, to make repairs. In addition, the TO Contractor shall remedy, at their own expense, any damage to State owned or controlled real or personal property when the damage is a result of TO Contractor failure or negligence while performing duties under this Task Order.

2.6.2 WORK HOURS

A) The TO Contractor’s assigned personnel will be available to work an eight-hour day (PPM is between 6:00 AM and 5:00 PM), Monday through Friday except for State holidays and service reduction days. Once assigned, and personnel have demonstrated an understanding of the SHA infrastructure, they will also be required to participate in a rotating emergency on-call schedule, providing non-PPM hours support as needed.

Typically, personnel assigned to the SHA are required to be on-call 24 hours a day for a seven-day period, one week out of every four to five weeks. On-call status shall not be invoiced. Time & Materials may be invoiced for actual time worked, at the rates proposed.

B) Services may also involve evening and/or weekend hours performing planned system upgrades outside of the PPM. Hours performing system upgrades would be invoiced for Time & Materials on actual time worked at the rates proposed.

2.6.3 SERVICE LEVEL AGREEMENT (SLA)

Service level response time criteria may be mandated. This criteria is described in the chart provided below. At the discretion of the SHA, these may be used to more effectively meet the needs of the System and/or the SHA Communications Division. Service levels will be noted on Work Orders sent to the TO Contractor. A WO that does not have a service level indicated on it will, by default, be “Routine” subject to those considerations already described in section 2.6.1.4.2.

If a work assignment has not been completed within the assigned time limits, the Engineer or the Engineer’s DO, TO Manager or Procurement Officer may request a written documentation, from the TO Contractor, stating why the task was not completed on time. If requested, this original documentation shall be mailed, using signature receipt to arrive at the Communications Division, within three (3) business days from the request. Cases involving severe weather, unusually difficult circumstances or multiple emergencies may be considered as acceptable by the SHA and qualify for a waiver or extension of the time requirements specified in the chart below.

Service Levels (SL)	When the SHA sends or advises a WO, the TO Contractor shall provide the following acknowledgement(s) within the time specified	On-Site Response/Arrival Time Requirements	Initial Response Availability Requirements	Expected completion of work assignment after on-site arrival	Guidelines, requirements and penalties
1. Emergency	Phone call or an acceptable response	As soon as possible and within four (4)	Twenty (24) hours per day.	Same day as assigned and as	Emergency calls for critical sites

	within 30 minutes.	hours of notification or as directed by the Engineer or Engineer's DO.	Seven (7) days per week. Three-hundred sixty-five (365) days per year.	soon as possible or as directed by the Engineer or Engineer's DO.	and/or sites with equipment failure. Service outside the PPM is allowed. See SLA penalty specifications in section 2.6.3.1.
2. Urgent	Phone call and email or fax acknowledgement, within 1 hour.	As soon as possible and within six (6) hours or as directed by the Engineer or Engineer's DO or as specified on the WO.	5 days/week, Mon-Fri, 6AM-5PM (PPM).	Same day as assigned or as directed by the Engineer or Engineer's DO.	Service outside the PPM is allowed with permission from the Engineer or Designated Official. See SLA penalty specifications in section 2.6.3.1.
3. Routine	Email or fax acknowledgement, within 4 business hours.	Daily - at the start of the PPM and/or as specified on the WO.	5 days/week, Mon-Fri, 6AM-5PM (PPM).	Within three (3) business days or as specified on the WO or within one (1) business day if the work concerns the repair of a communication system.	Service outside the PPM is generally not allowed. "Emergency" and "Urgent" service levels shall have priority over "Routine" service level work. See SLA penalty specifications in section 2.6.3.1.
4. Special	Email, fax or phone contact within 24 hours.	As planned and/or specified on the WO and as directed by the Engineer or DO.	Generally, five (5) days per week, Mon-Fri, 6AM-5PM (PPM) or outside the PPM, as directed by the Engineer or Engineer's DO.	As planned and/or specified on the WO or directed by the Engineer or Engineer's DO.	Special service with pre-approval from the Engineer or Engineer's DO. See SLA penalty specifications in section 2.6.3.1.

2.6.3.1 Penalties for SLA non-compliance;

SLA - Emergency: \$500.00 shall be deducted from the TO Contractor's monthly invoice for each hour, of each day, that the TO Contractor **responds past** the required response/arrival time. In this case, a day is defined as: the twenty-four (24) period, starting thirty (30) minutes after the SHA first attempted to provide the emergency notification. See section 2.6.1.4.3 above.

SLA - Urgent: \$200.00 shall be deducted from the TO Contractor's monthly invoice for each hour, of each day, that the TO Contractor

responds past the required response/arrival time. In this case, a day is defined as: the twenty-four (24) period, starting six (6) hours after the SHA first provided the work order notification.

SLA - Routine: \$50.00 shall be deducted from the TO Contractor's monthly invoice for each hour, of each day, when the TO Contractor **fails to complete** the assignment by the due date indicated on the work order. In this case, a day is defined as: the twenty-four (24) period, at the start of the next PPM after the assignment was originally due. If no due date had been indicated on the WO, then the due date shall default to three (3) business days from the time the WO order was sent to the TO Contractor. See Section 2.6.4.1.2 above.

SLA - Special: \$200.00 shall be deducted from the TO Contractor's monthly invoice for each hour, of each day, that the TO Contractor **responds past** the required response/arrival time. In this case, a day is defined as: the twenty-four (24) period beginning at the scheduled start time indicated on the work order.

2.6.4 SHA OBLIGATIONS

(a) When the TO Contractor provides service personnel for on-site Service, the SHA will provide at its own expense:

- Reasonable access to the System as requested by the service personnel, including timely access and/or escorts into security, or otherwise restricted, areas where the System is located. If the System is located where reasonable access cannot be gained by the TO Contractor, SHA agrees to provide assistance and/or access.
- Assistance obtaining an SHA permit for the maintenance of traffic (MOT).

(b) At the SHA's discretion, the SHA may assist the TO Contractor, upon request, with troubleshooting of the System or the System's components.

2.6.5 PERFORMANCE EVALUATION

TO Contractor personnel shall be evaluated by the TO Manager on a quarterly, bi-annual or annual basis for each assignment performed during that period. The established performance evaluation is included as Attachment 14. Performance issues identified by the SHA are subject to the mitigation process described in Section 2.6.6 below.

2.6.6 PERFORMANCE PROBLEM MITIGATION

In the event the SHA is not satisfied with the performance of TO Contractor personnel, the mitigation process is as follows. The TO Manager will notify the TO Contractor in writing describing the problem and delineating remediation requirements. The TO Contractor shall have three (3) business days to respond with a written remediation plan. The plan will be implemented immediately upon acceptance by the TO Manager. Should performance issues persist, the TO Manager may give written notice or request immediate removal of the individual whose performance is at issue.

2.6.7. SUBSTITUTION OF PERSONNEL

The TO Contractor shall not substitute personnel without the prior approval of the SHA. All requests for substitutions shall comply with Section 2.9.6 of the CATS II Master Contract. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.6.8 PREMISES AND OPERATIONAL SECURITY

The TO Contractor shall comply with Section 2.4 Security Requirements, as specified in the CATS II Master Contract. The TO Contractor personnel and/or sub-contractors shall display his or her company identification badge at all times while conducting work at locations State equipment is located or while on State premises. Upon request of State personnel, each such employee or agent shall provide additional photo identification.

TO Contractor vehicles shall display the appropriate SHA identification signs while, and only while, conducting work under this Task Order. These signs are available from the Procurement Officer upon written request. These signs are a magnetic mount type. Two signs shall be affixed in conspicuous manner, to each side of the vehicle. The TO Contractor personnel shall ensure the safe-keeping of these signs and will lock them up in a safe location when not in use. The TO Contractor shall return these signs, along with other documentation already described herein, to the Procurement Officer upon termination or expiration of this Task Order.

The TO Contractor shall complete Attachment 11 - Non-Disclosure Agreement (TO Contractor) and Exhibit A - TO Personnel Responsible for Security, before work on this Task Order may begin. These forms are needed for matters concerning confidentiality and security. Issuing keys, lock combinations and passwords, to TO Contractor personnel, may be necessary to efficiently perform the duties described herein. The TO Contractor shall not duplicate these types of items or distribute these items or any confidential information to person(s) or entity(s) not directly involved with work assigned under this Task Order. The TO Contractor shall secure these confidential items as well as any other items that have been described as such by the SHA.

The State reserves the right to request that the TO Contractor submit proof of employment authorization for non-United States Citizens, prior to commencement of work under the resulting Contract.

The TO Contractor shall remove any employee from working on the resulting Task Order where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.

The cost of complying with all of the security requirements described above are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

The Engineer, at his or her discretion, may direct the TO Contractor to implement additional security measures at any time by issuing a WO. Additional security measures may include, but are not limited to the following;

- 1) Communication tower facility security and safety checks needed after an extreme weather event, earthquake or fire. In these cases, the TO Contractor may be tasked with setting up a safety perimeter around the effected facility.
- 2) The installation and integration of optional or ancillary System components that enhance security.

The TO Contractor may invoice for these additional security items as Time & Materials.

2.6.9 BACKUP / DISASTER RECOVERY (Time & Materials)

The TO Contractor shall perform data backups on any database or record-keeping program that is used for the maintenance or operation of the System or supporting component(s) of the System. The TO Contractor shall

backup and store the database at an interval specified by the SHA. The backup interval shall default to once a month if a different interval is not specified by the SHA. Data backups will be stored off-site and for the duration of this TO, by the TO Contractor. All database original and backup copies shall be kept confidential and are the property of the SHA. The TO Contractor may invoice for Time & Materials used.

Upon request of the Engineer or Engineer's DO, original and/or copy data backups shall be given to the SHA. Upon termination or expiration of this Task Order, the original and any copy data backups shall be delivered and turned over to the SHA. Delivery of these items is incidental to the close of this TOA and shall not be invoiced.

2.6.10 HARDWARE, SOFTWARE, AND MATERIALS

A) Items supplied by the TO Contractor

Parts shall **not** be invoiced for a Major or Minor PM. In any and all cases involving the Major PM and Minor PM, other than those items listed in section **B** below, all hardware, equipment, parts and/or software needed to complete the PM shall be the responsibility of the TO Contractor. The TO Contractor is responsible for providing appropriate fixed pricing amounts in Attachments 1A and 1B. Preventive Maintenance task assignments, for each site, are specified on the Facility Locations list. The Preventive Maintenance tasks lists and Facility Locations List are part of Exhibit B.

For Work Orders not associated with a Major or Minor PM service, parts shall be invoiced at the Manufacturer's Suggested Retail Price (MSRP) or less.

The TO Contractor is responsible for supplying any necessary hardware, equipment, parts and software used at the TO Contractor's location.

B) Items supplied by the SHA

Certain items are acquired by the SHA, under other contracts, and will be provided to the TO Contractor, upon request and approval, for work efforts associated with daily Routine maintenance, PM services and Urgent or Emergency repairs located at SHA communication tower facilities. Items not identified herein may be supplied at the discretion of the SHA. The list of items that the SHA will provide include;

- 1) surge suppressors,
- 2) lightning arrestors,
- 3) microwave radios,
- 4) base station radios,
- 5) antennas,
- 6) antenna cables,
- 7) amplifiers,
- 8) power supplies,
- 9) ground cables,
- 10) sealed batteries used for communication device backup,
- 11) battery trays,
- 12) generator start batteries,
- 13) FCC Antenna Structure Registration (ASR) signs,
- 14) fuel for backup generators at tower facilities.

Important notes;

- 1) Except for backup generator fuel, the TO Contractor shall be responsible for picking up and delivering the approved item(s) from the SHA Communications Division and delivering them to the appropriate location.
- 2) Delivery and payment of fuel, for generators, is the responsibility of the SHA. The TO Contractor is responsible for recording and reporting the level of the fuel in the tank whenever a site is serviced with a Major or Minor PM, as described in the PM task lists.
- 3) If the TO Contractor utilizes any of the SHA's inventory of parts, not listed above, the TO Contractor shall replenish the SHA's inventory of parts within 30 days. In this instance, the TO Contractor must sign for the parts with the SHA Procurement Officer. This situation may occur when parts sourcing may not be available in time to facilitate completion of a PM that is needed as soon as possible. If the TO Contractor does not replace the parts within 30 days, the SHA may replace the parts at the expense of the TO Contractor.
- 4) Invoicing for pickup and delivery of SHA or TO Contractor provided parts shall not be permitted.

2.7 DELIVERABLES/ACCEPTANCE CRITERIAS

Deliverables	Expected Completion	Acceptance Criteria
A) Provide the following day to day work effort; <ul style="list-style-type: none"> • Perform work assignments. • Request work assignments and provide information and notifications to the SHA as needed and as described. • Monitor the System. 	Daily	<ol style="list-style-type: none"> 1) Adherence to Policies and Procedures. 2) Effective communication (oral, written, interaction with co-workers and SHA). 3) Adherence to the Scope of Work specifications. 4) Quality of Work. 5) Completing work on-time/on-schedule.
B) Perform Routine maintenance, troubleshooting, testing and repair to field sites, upon receipt of a WO, to ensure that all components of the System and all communications tower facilities are functioning properly and remain within FCC rules and regulations, SHA policies and procedures and manufacturers guidelines.	Daily.	<ol style="list-style-type: none"> 1) Adherence to Policies and Procedures. 2) Effective communication (oral, written, interaction with co-workers and SHA). 3) Adherence to the Scope of Work specifications. 4) Quality of Work. 5) Completing work on-time/on-schedule. 6) Use of appropriate COTS software (see 2.6.1.3.q)
C) Perform radio (Radio PM) preventive maintenance tasks.	As specified on the WO.	<ol style="list-style-type: none"> 1) Adherence to policies, procedures, rules and regulations. 2) Effective communication (oral, written, interaction with co-workers and SHA). 3) Use of appropriate COTS software (see 2.6.1.3.q). 4) Ensuring appropriate licenses and certifications.

		<ul style="list-style-type: none"> 5) Providing test results. 6) Quality of work. 7) Work completion.
D) Perform six month (Minor PM) preventive maintenance tasks.	As specified on the WO.	<ul style="list-style-type: none"> 1) Adherence to policies, procedures, rules and regulations. 2) Effective communication (oral, written, interaction with co-workers and SHA). 3) Quality of work. 4) Work completion. 5) Use of appropriate COTS software (see 2.6.1.3.q)
E) Perform annual (Major PM) preventive maintenance tasks and inventory.	As specified on the WO.	<ul style="list-style-type: none"> 1) Adherence to policies, procedures, rules and regulations. 2) Effective communication (oral, written, interaction with co-workers and SHA). 3) Use of appropriate COTS software (see 2.6.1.3.q). 4) Providing test results. 5) Quality of work. 6) Work completion.
F) Perform repairs to sites with pre-existing malfunctions.	As specified on the WO.	<ul style="list-style-type: none"> 1) Adherence to policies, procedures, rules and regulations. 2) Effective communication (oral, written, interaction with co-workers and SHA). 3) Use of appropriate COTS software (see 2.6.1.3.q) 4) Providing test results. 5) Quality of work. 6) Work completion.
G) Perform Special or Urgent maintenance, repair or support services.	As specified on the WO.	<ul style="list-style-type: none"> 1) Adherence to policies, procedures, rules and regulations. 2) Providing test results. 3) Quality of work. 4) Work completion. 5) Use of appropriate COTS software (see 2.6.1.3.q)
H) Perform Emergency maintenance, repair or support services.	As specified in the Service Level Agreement Section for emergencies.	<ul style="list-style-type: none"> 1) Adherence to policies, procedures, rules and regulations. 2) Effective communication (oral, written, interaction with co-workers and SHA). 3) Response Time. 4) Providing test results. 5) Quality of work. 6) Work completion. 7) Use of appropriate COTS software (see 2.6.1.3.q)
I) Develop, submit and execute a Transition	Within the time	<ul style="list-style-type: none"> 1) As specified in the Scope of

Plan and Procedures checklist.	frames already specified (see 2.6.1.3.k).	Work (see 2.6.1.3.k).
Required Reports (See Section 2.6)		
Deliverables	Expected Completion	Acceptance Criteria
Monthly Routine Maintenance Report (Twelve reports per year.)	By the 5 th day of each month	1) Quality of Work - Report must contain all that was required in 2.6.b. 2) Timeliness - On-time delivery 3) Twelve (12) reports per year
Annual Preventive Maintenance Report (One report per year.)	No later than July 14 th of each fiscal year	1) Quality of Work - Report must contain all that was required in 2.6.c. 2) Timeliness - On-time delivery 3) One (1) report per year
Semi-Annual Maintenance Report (One report per year.)	No later than January 14 th	1) Quality of Work - Report must contain all that was required in 2.6.d. 2) Timeliness - On-time delivery 3) One (1) report per year
Transition Plan and Procedures Checklist (One plan and checklist per TOA.)	No later than 90 days prior to the end of the Task Order Period of 5/31/14	1) Quality of Work - Report must contain all that was required in 2.6.1.2.p. 2) Timeliness - On-time delivery

2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

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

- 1) The State’s System Development Life Cycle (SDLC) methodology
- 2) The State Information Technology Security Policy and Standards
- 3) The State of Maryland Enterprise Architecture.
- 4) Work Order guideline
- 5) Federal Communications Commission (FCC) and other Federal, State and Local guidelines as applicable.

2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. Certifications from the following four (4) equipment manufacturer’s must be provided from among the four (4) Master Contractor personnel resources (It is not mandatory that each individual, at the start of this TOA, be certified by all four equipment manufacturers, however, it is highly recommended that all personnel achieve all four certifications and the appropriate FCC license through the in-house training program.);

- 1) **Daniel’s Electronics Limited,**
- 2) **Kenwood USA Corporation,**
- 3) **Motorola USA Corporation** and

4) Microwave Networks Incorporated.

Labor category minimum qualifications;

- 1) The **Project Manager** shall have a minimum of **two (2) years of experience** managing a maintenance, repair and support services program.
- 2) The **Subject Matter Expert** and the **Senior Technician** shall be in possession of a valid FCC license suitable to the work efforts described herein and have a minimum of **one (1) year of experience** installing and repairing radio communications equipment.
- 3) A **JUNIOR TECHNICIAN THAT DOES NOT POSSESS A VALID FCC LICENSE SUITABLE TO THE WORK EFFORTS DESCRIBED HEREIN, SHALL BE UNDER THE SUPERVISION OF AN FCC LICENSED TO CONTRACTOR TECHNICIAN. TECHNICIANS WITHOUT AN FCC LICENSE SHALL RECEIVE TRAINING IN ORDER TO PERFORM THE DUTIES SPECIFIED IN THIS TO. 2.10 TO CONTRACTOR EXPERTISE REQUIRED**

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

- 1) A professional level of expertise in electronics, to include, but not be limited to, electronics troubleshooting and repair, record keeping and progress reports, and the ability to manage a Maintenance, Repair and Support Services Program.
- 2) Its process for the acquisition of Communications Tower Facility parts. This is especially important in cases of emergency.
- 3) A plan that will be provided by the TO Contractor for the continual Maintenance, Repair and Support of the System's hardware, for both proprietary and non-proprietary items.
- 4) At least one designated FCC licensed, manufacturers certified technician shall be assigned for work solely in the State of Maryland.
- 5) All TO Contractor personnel and all sub-contractor personnel assigned to work on System components, and sub-components as described in Section 2.4, shall be in possession of the required degree, license, endorsement or certification as mandated by that particular professional or industry standard.

These documentations shall be submitted with the TO Technical response documents. Additional documentation may be requested and/or required to demonstrate a competence suitable to the needs of the SHA Communications Division.

The Master Contractor shall submit copies of all FCC licenses and endorsements to the SHA Communications Division. The Master Contractor shall submit copies of the equipment manufacturer certification(s) to the SHA Communications Division. Copies of other communications equipment manufacturer certifications shall also be submitted for examination by the SHA.

These documentations shall be submitted with the TO Technical response documents. Licenses, endorsements and certificates shall be of a type that are appropriate and acceptable, as determined by the SHA Communications Division.

2.11 INVOICE SUBMISSION

Invoices will be submitted by the TO Contractor on a monthly basis, by the 15th business day of each month, for all work completed in the previous month. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described in section 2.11.1 below, and must be submitted to the Procurement Officer for payment approval.

Note: This Task Order shall be terminated at the beginning of the fiscal year for which funds are not available. The TO Contractor may not recover anticipatory profits or costs incurred after termination. **The Engineer may terminate this TO, in whole or in part, without showing cause upon prior written notice to the TO Contractor specifying the extent and the effective date of the termination.** The State shall pay all costs associated with this TO that the TO Contractor has incurred up to the date of termination and all costs associated with termination of the Task Order. However, the TO Contractor may not be reimbursed for any anticipatory profits which 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).

2.11.1 INVOICE FORMAT

- A) A proper invoice shall identify the SHA Communications Division, labor category, associated TOA number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours) submitted for payment to the SHA Communications Division at the following address:

**MARYLAND STATE HIGHWAY ADMINISTRATION
OFFICE OF MAINTENANCE
COMMUNICATIONS DIVISION
RTM 2011
Attn: State Highway Administration
Procurement Officer
5901 Baltimore National Pike
Baltimore, Maryland 21228**

- C) Proper invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TOA. In no event shall any invoice be submitted later than 60 calendar days from the TOA termination date.
- D) The TO Contractor shall make copies of all invoices and retain them for the duration of this Task Order.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

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

3.2 FORMAT

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

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. Include statement of licenses, certifications and endorsements awarded by, including but not limited to; Federal Communications Commission (FCC), Association of Public Safety Communications Officials (APCO) and National Association of Business and Educational Radio (NABER).
- 2) Document that all proposed personnel meet the minimum required qualifications as stated in Section 2.9 and Section 2.10.
- 3) Provide copies of required Certifications.
- 4) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TOA.

C) Subcontractors

- 1) Identify all proposed subcontractors and their full roles in the performance of this TORFP Scope of Work.

D) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples, to be provided at the interview, must include a reference complete with the following:
 - a) Name of organization.
 - b) Name, title, and telephone number of point-of-contact for the reference.
 - c) Type and duration of contract(s) supporting the reference.
 - d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:

- a) The State contracting entity,
- b) A brief description of the services/goods provided,
- c) The dollar value of the contract,
- d) The term of the contract,
- e) Whether the contract was terminated prior to the specified original contract termination date,
- f) Whether any available renewal option was not exercised,
- g) The State employee contact person (name, title, telephone number and e-mail address).

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

E) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

F) Confidentiality

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

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal).
- B) Completed Financial Proposal - Attachment 1, and Attachments 1A and 1B.

The Master Contractor should indicate on Attachment 1 the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are fully loaded and not to exceed the rates defined in the Master Contract.

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

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

4.2 TECHNICAL CRITERIA

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

- The Master Contractor's proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A.1.
- Personnel experience required in Section 3.2.1.B.
- Technical expertise as specified in Section 2 - Scope of Work.
- Ability to perform activities within the time constraints specified in Section 2 - Scope of Work.

4.3 SELECTION PROCEDURES

- TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.9 and quality of responses to Section 3.2.1 of the TORFP. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.
- TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the Procurement Officer of not being selected to perform the work.
- The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.
- Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- The most advantageous TO Proposal offer considering **both** technical and financial submission shall be selected for the work assignment.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

ATTACHMENT 1 - PRICE PROPOSAL

PRICE PROPOSAL FOR CATS II TORFP # **J02B9200079**
LABOR CATEGORIES

Prices are to be valid for 120 days

Rates listed should be fully loaded hourly labor rates. THIS FORM SHALL NOT BE ALTERED.
Labor rates may be charged for activities as indicated in Sections 2.6.1 through 2.6.9.

Labor Categories	A	B	C
	Fully Loaded Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS II TORFP Price
Year 1 (NTP – May 31, 2012)			
<i>Project Manager</i>	\$	2080	\$
<i>Subject Matter Expert</i>	\$	2080	\$
<i>Senior Network Technician</i>	\$	2080	\$
<i>Junior Network Technician</i>	\$	2080	\$
Total Year #1			\$
Year 2 (June 1, 2012 – May 31, 2013)			
<i>Project Manager</i>	\$	2080	\$
<i>Subject Matter Expert</i>	\$	2080	\$
<i>Senior Network Technician</i>	\$	2080	\$
<i>Junior Network Technician</i>	\$	2080	\$
Total Year #2			\$
Year 3 (June 1, 2013 – May 31, 2014)			
<i>Project Manager</i>	\$	2080	\$
<i>Subject Matter Expert</i>	\$	2080	\$
<i>Senior Network Technician</i>	\$	2080	\$
<i>Junior Network Technician</i>	\$	2080	\$
Total Year #3			\$
Total (NTP through May 31, 2014)			\$

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Hourly Labor Rate shall be assumed to be fully loaded rates which shall include any travel expenses, etc. The total hours listed above are to be considered as estimated only and not to be construed as guaranteed billable hours. Actual hours will be compensated at the total number of hours performed. The Labor Categories and Hourly Rates shall be used for Project Based Services.

SUBMIT WITH THE FINANCIAL RESPONSE

ATTACHMENT 1A - PRICE PROPOSAL (FIXED PRICE)

PRICE PROPOSAL FOR CATS II TORFP # **J02B9200079**

Fixed Cost for Preventive Maintenance Services

Instruction: Provide total fixed cost for each PM service.

Note: Parts shall not be invoiced for PM services. See Section 2.6.10.

Service Type	Tower Type	Fixed Cost (Include all Labor and all Parts for PM.)		
		\$ Year 1	\$ Year 2	\$ Year 3
Annual Preventive Maintenance Service Tasks (Major PM) - With On-tower Inspection and Gen-Set PM	Mono-pole			
Annual Preventive Maintenance Service Tasks (Major PM) - With On-tower Inspection and Gen-Set PM	Three leg			
Annual Preventive Maintenance Service Tasks (Major PM) - With On-tower Inspection and Gen-Set PM	Four leg			
Annual Preventive Maintenance Service Tasks (Major PM) - With On-tower Inspection and Gen-Set PM	Guyed			
Annual Preventive Maintenance Service Tasks (Major PM) - <u>No</u> On-tower Inspection. With Gen-Set PM	Any			
Six month Preventive Maintenance Service Tasks (Minor PM)	Any			
Radio Preventive Maintenance Service Tasks (Radio PM)	Any			

ATTACHMENT 1B - PRICE PROPOSAL (FIXED PRICE)

PRICE PROPOSAL FOR CATS II TORFP # **J02B9200079**

<u>Fixed Cost for Specific Services</u>				
Instruction: Provide fixed cost for each repair service.				
Note: Parts shall be invoiced at MSRP or less for each WO. See Section 2.6.10.				
Service Type - Repair of Tower Obstruction Lights;	Tower Obstruction Light System	Fixed Cost (Include all Labor for one service.)		
		\$ Year 1	\$ Year 2	\$ Year 3
Mono-pole Tower	Any			
Self-supporting three or four- leg Tower	Any			
Guyed Tower	Any			

<u>Fixed Cost for Specific Services</u>				
Instruction: Provide total fixed cost for each sub-task as listed in the PM type indicated below.				
Notes: a) Parts shall <u>not</u> be invoiced for PM services. b) For other work orders, parts will be invoiced at MSRP or less. See Section 2.6.10.				
Service Type - as described in the <u>Major PM</u>	Gen-Set Kilowatt Rating	Fixed Cost (Include all Labor and Parts for one service.)		
		\$ Year 1	\$ Year 2	\$ Year 3
Generator Preventive Maintenance (Gen-Set PM)	All KW ratings			

Fixed Cost for Specific Services

Instruction: Provide total fixed cost for each sub-task as listed in the PM type indicated below.

Notes: a) Parts shall not be invoiced for PM services.
 b) For other work orders, parts will be invoiced at MSRP or less.
 See Section 2.6.10.

Service Type - as described in the <u>Major</u> PM	Tower Type	Fixed Cost (Include all Labor and Parts for one service.)		
		\$ Year 1	\$ Year 2	\$ Year 3
Tower Preventive Maintenance (Tower PM)	Mono-pole	With On-tower Inspection:		
		Without On-tower Inspection:		
Tower Preventive Maintenance (Tower PM)	Three leg	With On-tower Inspection:		
		Without On-tower Inspection:		
Tower Preventive Maintenance (Tower PM)	Four leg	With On-tower Inspection:		
		Without On-tower Inspection:		
Tower Preventive Maintenance (Tower PM)	Guyed	With On-tower Inspection:		
		Without On-tower Inspection:		
Service Type - as described in the <u>Major</u> PM	Quantity and Type	Fixed Cost (Include all Labor and Parts for one service.)		
		\$ Year 1	\$ Year 2	\$ Year 3
Shelter Preventive Maintenance (Shelter PM)	(1) Shelter - Any Manufacturer Type			
Compound Preventive Maintenance (Compound PM)	(1) Compound			

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

**TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS
CATS II TORFP # J02B9200079**

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

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 10th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

Certified MBE Utilization and Fair Solicitation Affidavit

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

In conjunction with the offer submitted in response to TORFP No. **J02B9200079**, I affirm the following:

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

OR

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

I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.

I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.

I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.

- (a) Outreach Efforts Compliance Statement (Attachment D-3)
- (b) Subcontractor Project Participation Statement (Attachment D-4)
- (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
- (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

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

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

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

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

Minority Business Enterprise Participation Schedule

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number J02B9200079	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:	_____ %
TOTAL WOMAN-OWNED MBE PARTICIPATION:	_____ %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	_____ %

Document Prepared By: (please print or type)

Name: _____ Title: _____

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

Minority Business Enterprise Participation Schedule (Continued)

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

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 3**

Outreach Efforts Compliance Statement

In conjunction with the bid or offer submitted in response to TORFP # **J02B9200079**, I state the following:

1. 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.

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

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

(DESCRIBE EFFORTS)

This project does not involve bonding requirements.

Offeror did/did not attend the pre-proposal conference

No pre-proposal conference was held.

Offeror Name

By: _____
Name

Address

Title

Date

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

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 4**

Subcontractor Project Participation Statement

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

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)
conjunction with TORFP No. **J02B9200079**, it and _____,
(Subcontractor Name)

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

(Describe work to be performed by MBE):

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

By: _____

By: _____

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

Minority Business Enterprise Participation TO Contractor Paid/Unpaid Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 10th of the following month.	CATS II TORFP # J02B9200079 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	--

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

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

Return one copy of this form to the following address:

TO MANAGER: Patrick Crogan Maryland State Highway Administration, Office of Maintenance 5901 Baltimore National Pike Baltimore, MD 21228 pcrogan@sha.state.md.us	TO PROCUREMENT OFFICER: Harry Brookes Maryland State Highway Administration, Office of Maintenance 5901 Baltimore National Pike Baltimore, MD 21228 hbrookes@sha.state.md.us
---	---

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

Minority Business Enterprise Participation Subcontractor Paid/Unpaid Invoice Report

Report #: _____ Reporting Period (Month/Year): __/____ Report Due By the 10th of the following Month.	CATS II TORFP # J02B9200079 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
---	--

MBE Subcontractor Name: _____

MDOT Certification #: _____

Contact Person: _____

Address: _____

City: _____	State: _____	ZIP: _____
-------------	--------------	------------

Phone: _____	FAX: _____
--------------	------------

Subcontractor Services Provided: _____

<p>List all payments received from Prime TO Contractor during reporting period indicated above.</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>Total Dollars Paid: \$ _____</p>	<p>List dates and amounts of any unpaid invoices over 30 days old.</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>Total Dollars Unpaid: \$ _____</p>
---	--

Prime TO Contractor: _____	Contact Person: _____
----------------------------	-----------------------

Return one copy of this form to the following address:

TO MANAGER: Patrick Crogan Maryland State Highway Administration, Office of Maintenance 5901 Baltimore National Pike Baltimore, MD 21228 pcrogan@sha.state.md.us	TO PROCUREMENT OFFICER: Harry Brookes Maryland State Highway Administration, Office of Maintenance 5901 Baltimore National Pike Baltimore, MD 21228 hbrookes@sha.state.md.us
---	---

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 - TASK ORDER AGREEMENT

CATS II TORFP # **J02B9200079** OF MASTER CONTRACT # _____

This Task Order Agreement (“TO Agreement”) is made this ____ of ____ Month, 2011 by and between MASTER CONTRACTOR and the Maryland Department of Transportation, State Highway Administration, Office of Maintenance, Communications Division.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the State Highway Administration, Office of Maintenance, Communications Division, as identified in the CATS II TORFP # **J02B9200079**.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # **J02B9200079**, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and MASTER CONTRACTOR dated _____.
 - d. “TO Procurement Officer” means Donna Ziegenheinf of the Agency. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between the State Highway Administration, Office of Maintenance, Communications Division and MASTER CONTRACTOR.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means Patrick Crogan of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated date of TO Proposal – TECHNICAL.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated date of TO Proposal - FINANCIAL.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS II TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial

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

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of _____ months, commencing on the date of Notice to Proceed and terminating on May 31, 2014.

4. Consideration and Payment

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

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

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

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

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

TO CONTRACTOR NAME

By: Type or Print TO Contractor POC

Date

Witness: _____

Maryland Department of Transportation, State Highway Administration, Office of Maintenance, Communications
Division

By: Thomas Hickey, Acting Director of Procurement Date _____

Witness: _____

ATTACHMENT 4 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or sub consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____ By: _____
(Authorized Representative and Affiant)

MUST SUBMIT SIGNED DOCUMENT WITH TECHNICAL RESPONSE

ATTACHMENT 5 - LABOR CATEGORY PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS II TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. The summary is required at the time of the interview.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

**ATTACHMENT 5
LABOR CATEGORY PERSONNEL RESUME SUMMARY
(CONTINUED)**

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS II RFP from section 2.10 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS II RFP from section 2.10 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS II RFP from section 2.10 for the applicable labor category.)	

The information provided on this form for this labor class is true and correct to the best of my knowledge:

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

SUBMIT WITH TECHNICAL RESPONSE
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 6 - DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE

*MARYLAND DEPARTMENT OF TRANSPORTATION
HEADQUARTERS
7201 CORPORATE CENTER DRIVE
HANOVER MD 21076*
RICHARD H. TRAINOR CONFERENCE ROOM 1ST FLOOR

410-865-1000
Toll Free 1-888-713-1414

From the South

From I-97 take MD 100 West to MD 170 North. Take MD 170 North to Stoney Run. Take the ramp that veers to the right. Make a left at the top of the ramp and cross over MD 170. Proceed to the next light this will be the New Ridge Road intersection, turn right Corporate Center Drive begins. MDOT Headquarters is $\frac{3}{4}$ mile on the right side of the road. Visitor parking is to the left.

From the North

From I-95 or BW Parkway take I-195 to MD 170 South to Stoney Run. Turn left at the light. Make a left at the top of the ramp and cross over MD 170. Proceed to the next light this will be the New Ridge Road intersection, turn right Corporate Center Drive begins. MDOT Headquarters is $\frac{3}{4}$ mile on the right side of the road. Visitor parking is to the left.

Marc Train Service

Ride the Marc Penn Line Train from both the South and North and exit at the BWI Marc Train Station. When you exit the train follow directions to the crossover (tracks) and you will find an exit door on the second floor leading to a pedestrian bridge. This pedestrian bridge will carry you (1600 ft.) to MDOT

Light Rail Service

Ride the light rail from the North to the BWI Airport Station. There is shuttle service from the BWI Airport to BWI Marc Train Station. Take the crossover (tracks) and on the second floor there is an exit to the Pedestrian Bridge for MDOT. This pedestrian bridge will carry you (1600 ft.) to MDOT

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name
TO Contractor Mailing Address

Re: CATS II Task Order Agreement #

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Mr. / Ms. _____ of _____ (Agency Name) will serve as the TO Manager and your contact person on this Task Order. He / She can be reached at telephone _____.

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

Sincerely,

SHA Procurement Officer
Task Order Procurement Officer

Enclosures (2)

cc: TO Manager
Donna Ziegenhein, Office of Procurement, MDOT - TSO
Procurement Liaison Office, Department of Information Technology
Project Management Office, Department of Information Technology

ATTACHMENT 8 - AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: SHA Communications Division
TORFP Title: Communications Tower Facility Maintenance, Repair, and Support Services
TO Manager: Patrick Crogan, 410-747-8590

To:

The following deliverable, as required by TO Agreement # **J02B9200079**, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ATTACHMENT 9 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: **Communications Tower Facility Maintenance, Repair and Support Services**

TO Agreement Number: # _____

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Patrick Crogan

TO Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED

ATTACHMENT 10 - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non-Disclosure Agreement (the "Agreement") is made this ___ day of _____ 200_, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP # **J02B9200079** for **Communications Tower Facility Maintenance, Repair and Support Services**. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited to, the locations of facilities with security access features. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information referenced above, OFFEROR agrees as follows:

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

OFFEROR: _____

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

MUST SUBMIT SIGNED FORM AS REQUIRED IN SECTION 1.3 WITH TECHNICAL PROPOSAL

ATTACHMENT 11 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 20___, by and between the State of Maryland (“the State”), acting by and through its TO Requesting Agency (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for **Communications Tower Facility Maintenance, Repair and Support Services** TORFP No. **J02B9200079** dated _____, (the “TORFP”) issued under the Consulting and Technical Services II procurement issued by the Department, Project Number 060B9800035; and

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

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

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

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

Contractor/Contractor's Personnel:

SHA Communications Division:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	J02B9200079
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
<p>A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)</p>	
<p>B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
<p>C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
<p>A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
<p>B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
<p>C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
Section 3 – Substitution of Personnel	
<p>A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)</p>	
<p>B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
<p>D) Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	

Section 4 – MBE Participation

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

B) Are MBE reports D-5 and D-6 submitted monthly?
Yes No (If no, explain why) _____

C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)
%
(Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ($3,000 \div 10,000 = 0.30$))

D) Is this consistent with the planned MBE percentage at this stage of the project?
Yes No (If no, explain why) _____

E) Has the Master Contractor expressed difficulty with meeting the MBE goal?
Yes No

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

Section 5 – TO Change Management

A) Is there a written change management procedure applicable to this TO?
Yes No (If no, explain why) _____

B) Does the change management procedure include the following?

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

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

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

C) Have any change orders been executed?
Yes No

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

D) Is the change management procedure being followed?
Yes No (If no, explain why) _____

ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____
Name of Contractor _____
Address _____
City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____
Signature of Authorized Representative: _____
Date: _____ Title: _____
Witness Name (Typed or Printed): _____
Witness Signature & Date: _____

MUST SUBMIT SIGNED FORM WITH TECHNICAL PROPOSAL

ATTACHMENT 14 - PERFORMANCE EVALUATION

**TO CONTRACTOR PERSONNEL
PERFORMANCE EVALUATION**

Date: _____

For CATS II TORFP : **J02B9200079**

___ 1st Quarter ___ 2nd Quarter ___ 3rd Quarter ___ 4th Quarter

Contractor Employee Name: _____

CRITERIA ASSESSMENT SHEET - GENERAL FACTORS

DEPENDABILITY		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Lateness, Punctuality		5		3	2	1	+
Use of Unauthorized Leave				3	2	1	+
Compliance with Leave Policies & Procedures		5		3	2	1	+
Total Raw Score							=
Total Raw Score	13	12 - 11	10 - 8	7 - 5	4 - 3		
Rating for Dependability	Far Exceeds	Exceeds	Meets	Below	Far Below		
INITIATIVE		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Contribution		5	4	3	2	1	+
Self-Improvement		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	10 - 9	8 - 7	6 - 5	4 - 3	2		
Rating for Initiative	Far Exceeds	Exceeds	Meets	Below	Far Below		
INTERPERSONAL RELATIONSHIPS		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Customer Service		5	4	3	2	1	+
Communication		5	4	3	2	1	+
Cooperation				3	2	1	+
Tact				3	2	1	+
Adaptability to Change		5	4	3	2	1	+

Total Raw Score						=
Total Raw Score	21 - 20	19 - 17	16 - 13	12 - 8	7 - 5	
Rating for Interpersonal Relationships	Far Exceeds	Exceeds	Meets	Below	Far Below	
WORK HABITS	Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Meeting Target & Timetables	5	4	3	2	1	+
Communication with Supervisor	5	4	3	2	1	+
Use of Time	5	4	3	2	1	+
Organization of Work Environment	5		3	2	1	+
Judgment Regarding Benefits & Privileges	5	4	3	2	1	+
Total Raw Score						=
Total Raw Score	25 - 23	22 - 18	17 - 13	12 - 8	7 - 5	
Rating for Work Habits	Far Exceeds	Exceeds	Meets	Below	Far Below	

Contractor Employee Name: _____ Page 2 of 8

**CRITERIA ASSESSMENT SHEET
JOB SPECIFIC FACTORS**

JOB KNOWLEDGE		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Use of Technical Skills		5	4	3	2	1	+
Safety Procedures		5	4	3	2	1	+
Use of Equipment		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	15 - 14	13 - 11	10 - 8	7 - 5	4 - 3		
Rating for Job Knowledge	Far Exceeds	Exceeds	Meets	Below	Far Below		
JOB QUALITY		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Accuracy		5	4	3	2	1	+
Timely Completion of Assignments		5	4	3	2	1	+
Response to Emergency Situations		5		3	2	1	+
Workmanship		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	20 - 18	17 - 14	13 - 10	9 - 6	5 - 4		
Rating for Job Quality	Far Exceeds	Exceeds	Meets	Below	Far Below		
JOB QUANTITY		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Volume of Work		5	4	3	2	1	+
Special Projects & Assignments		5	4	3	2	1	+
Efficient Productivity / Customer Service		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	15 - 14	13 - 11	10 - 8	7 - 5	4 - 3		
Rating for Job Quantity	Far Exceeds	Exceeds	Meets	Below	Far Below		

Contractor Employee Name: _____ **Page 3 of 8**

SUMMARY

RATING FACTORS	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards	Point Value
GENERAL FACTORS						
Dependability	5	4	3	2	1	
Initiative	5	4	3	2	1	
Interpersonal Relationships	5	4	3	2	1	
Work Habits	5	4	3	2	1	
					Total A =	
JOB SPECIFIC FACTORS						
Job Knowledge	5	4	3	2	1	
Job Quality	5	4	3	2	1	
Job Quantity	5	4	3	2	1	
					Total B =	
LEADERSHIP FACTORS						
						Check if Not Applicable _____
Supervision/Team Leadership	5	4	3	2	1	
OR			OR			
Management/Program Leadership	5	4	3	2	1	
					Total C=	

Contractor Employee Name: _____ Page 4 of 8

OVERALL RATING	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
NON-LEADERSHIP Total A ____ + Total B ____ = ____	35 - 33	32 - 26	25 - 19	18 - 12	11 - 7
LEADERSHIP Total A ____ + Total B ____ + "C" ____ = ____	40 - 38	37 - 30	29 - 22	21 - 15	14 - 8

DEVELOPMENT PLAN:

Please describe the employee's Development Plan below:

Contractor Employee Name: _____ **Page 5 of 8**

IMPROVEMENT PLAN:

An Improvement Plan must be completed for overall *Below Standards* and overall *Far Below Standards* ratings. Please describe below:

MOST RECENT OVERALL ANNUAL RATINGS

Year _____ Rating _____

Year _____ Rating _____

Year _____ Rating _____

Contractor Employee Name: _____ **Page 6 of 8**

BASED UPON THE INITIAL ANNUAL EVALUATION WHERE THE EMPLOYEE IS RATED EITHER OVERALL BELOW STANDARDS OR OVERALL FAR BELOW STANDARDS, THE APPOINTING AUTHORITY SHALL DETERMINE IF A MORE FREQUENT INTERIM EVALUATION IS NECESSARY. ANY EMPLOYEE WHOSE PERFORMANCE DOES NOT MEET STANDARDS, AS DEFINED BELOW, WILL BE SUBJECT TO CHARGES FOR TERMINATION:

- two consecutive overall FAR BELOW STANDARDS evaluations; **OR**
- any combination of three consecutive overall FAR BELOW and/or BELOW STANDARDS evaluations.

Year: _____

Name: _____

SIGNATURE OF RATER(S)

I have reviewed and discussed this rating with the employee.

Date: _____

Date: _____

Contractor Employee Name: _____ **Page 7 of 8**

SIGNATURE OF EMPLOYEE

My signature acknowledges that I have reviewed the contents of the appraisal and does not imply agreement or disagreement.

Date: _____

EMPLOYEE COMMENTS (Optional):

(Use additional pages if necessary)

SIGNATURE OF RATER'S SUPERVISOR

Date: _____

Contractor Employee Name: _____

RECEIVED BY HUMAN RESOURCES OFFICE

Date: _____

NOTES:

(Use additional pages if necessary)

Contractor Employee Name: _____ **Page 8 of 8**

**Communications Tower Facility Maintenance, Repair and Support Services -
Work Order for #J02B9200079**

From: Maryland State Highway Administration, Office of Maintenance, Communications
Division

Submitted by:

Point of contact:

Date:

Phone number: 410-747-8590

Fax number: 410-744-4716

To:

Attention:

Problem or description of work:

Requested course of action:

- Perform the repair or maintenance.
- Investigate and advise.
- Other: _____

Important advisory:

___ This work concerns the proper
operation of a communications
system and must be completed
within one business day.

Service level: ___ Routine ___ Urgent ___ Emergency ___ Special

This is your notice to proceed. Please acknowledge receipt.

EXHIBIT A - TO PERSONNEL RESPONSIBLE FOR SECURITY

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

Complete the following;

Printed Name and Address of Employee or Agent	Signature	Date

_____	_____	_____

_____	_____	_____

_____	_____	_____

_____	_____	_____

_____	_____	_____

_____	_____	_____

EXHIBIT B – CONFIDENTIAL DOCUMENTS

The following documents will be provided after the Offeror completes Attachment 10 – Non-Disclosure Agreement (Offeror), and schedules a meeting to pick up Exhibit B as outlined in Section 1.7.

- Preventive Maintenance Task Lists
- Facility Locations List
- Photographs and Examples