

**CONSULTING AND TECHNICAL SERVICES+ (CATS+)
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**



**DEPARTMENT OF INFORMATION TECHNOLOGY
(DOIT)**

**SOLICITATION NUMBER- F50B0600042
FEDERALSBURG TOWER STRUCTURAL REMEDIATION
ISSUE DATE: JUNE 10, 2020**

**DEPARTMENT OF INFORMATION TECHNOLOGY (DOIT)
KEY INFORMATION SUMMARY SHEET**

Solicitation Title:	Federalsburg Tower Structural Remediation
Solicitation Number (TORFP#):	F50B0600042
Functional Area:	Functional Area 14 – Tower equipment Installation services
TORFP Issue Date:	6/10/2020
TORFP Issuing Office:	Department of Information Technology (DoIT or the "Department")
Department Location:	100 Community Place Crownsville, MD 21032
TO Procurement Officer: e-mail: Office Phone:	Dominic Edet dominic.edet2@maryland.gov
TO Manager: e-mail: Office Phone:	Jennifer Bernedictis DoIT 100 Community Place Crownsville, MD 21032 jennifer.benedictis@maryland.gov 410-370-2430
TO Proposals are to be emailed to:	dominic.edet2@maryland.gov
TO Pre-Proposal Site Visit:	6/19/2020 10:00 AM Local Time at the SOC tower site location. See Attachment A for directions and instructions.
TO Proposals Due (Closing) Date and Time:	7/1/2020 1:00PM Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see Section 5).
MBE Subcontracting Goal:	0%
VSBE Subcontracting Goal:	0%
Task Order Type:	Fixed Price
Task Order Duration:	The estimated period of performance for this effort, barring excusable delays, 90 working days after NTP
Primary Place of Performance:	Federalsburg Tower Site 208 University Avenue Federalsburg, MD 21632 Coordinates: 38-41-44.0N 76-46-55.0W
SBR Designation:	No

Federal Funding:	No
Questions Due Date and Time	6/24/2020 1:00 PM Local Time

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1 Minimum Qualifications

1.1 TO Contractor Minimum Qualifications

Only those Master Contractors that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The Master Contractor's proposal will be used to verify minimum qualifications.

The Master Contractor's must possess current Green and Yellow Card E&S control credentials. See TORFP Section 5.5.2.

1.2 TO Contractor Personnel Minimum Qualifications

There are no TO Contractor Personnel minimum qualifications for evaluation, however the TO Contractor is responsible for utilizing the appropriate personnel to accomplish the task.

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2 TO Contractor Requirements: Scope of Work

2.1 Summary Statement

The Department of Information Technology (DoIT or the "Department") is issuing this CATS+ TORFP in order to perform a structural remediation of a communications tower at the following location:

Federalburg Communications Tower Site
208 University Avenue
Federalburg, MD 21632
Coordinates: 38-41-44.0N 76-46-55.0W

- 2.1.1 DoIT intends to award this Task Order to one (1) Master Contractor that proposes a team of resources and a work plan that can best satisfy the Task Order requirements.
- 2.1.2 A Task Order award does not assure a TO Contractor that it will receive all State business under the Task Order.

2.2 Roles and Responsibilities

Personnel roles and responsibilities under the Task Order:

- A. **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- B. **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement, administrative functions, including issuing written directions, and for ensuring compliance with the terms and conditions of the CATS+ Master Contract.

The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours' deliverable for work types; actual work produced will be reconciled with the hours reported.
- C. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this Task Order. The TO Contractor must provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
- E. **TO Contractor Personnel** – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the Task Order over the course of the Task Order period of performance.

2.3 Background and Purpose

DoIT supports Maryland's Executive Branch agencies and commissions through its leadership in establishing the State's strategic direction for information technology (IT) and telecommunications services, establishing a long-range target technology architecture, encouraging cross agency collaboration for the mutual benefit of all, and advocating best practices for operations and project management.

DoIT is involved with a multi-year, infrastructure project to provide Maryland's public safety agencies a network of State-owned radio tower sites.

2.3.1 State Staff and Roles

The State will provide a State Project Manager who will be responsible for project oversight.

2.4 Requirements

2.4.1 Required Project Policies, Guidelines and Methodologies

- A. The TO Contractor must comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology and technology projects, which may be created or changed periodically.
- B. The TO Contractor must adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting security and technology project execution.
- C. The foregoing may include, but are not limited to, the following policies, guidelines and methodologies that can be found at the DoIT site:
<https://doit.maryland.gov/policies/Pages/default.aspx>.
- D. The State of Maryland Information Technology Security Policy and Standards.
- E. The TO Contractor must follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- F. TO Contractor assigned personnel must follow a consistent methodology for all TO activities.

2.4.2 TO Contractor Responsibilities

- A. The TO Contractor must meet technical specifications as described in Attachment O, Technical Specifications. The TO Contractor must provide staffing and resources to fully supply services as identified in this section.
 - 1. The TO Contractor must provide a construction schedule as part of its proposal, indicating the schedule of delivery for the products and services in this TORFP. The TO Contractor must deliver the products and services specified in this TORFP according to the proposed schedule, following the processes described in this TORFP and associated attachments.
 - 2. The TO Contractor must provide notifications to State and other appropriate authorities as expected by best practices, regulation, and as may be specified in the TORFP and its attachments.
 - 3. The TO Contractor must obtain and retain all appropriate certifications and permits for the jurisdiction(s) covered by the location where the products/services will be installed.
 - 4. TO Contractor is responsible for scheduling any required inspections with the appropriate authority (local, county, state) and the TO Manager, as well as, if required, the Maryland Department of the Environment (MDE).

5. Any damage to finished surfaces, surrounding areas, equipment shelter, etc., from this installation must be repaired to the damaged party's satisfaction at the TO Contractor's expense.
6. The TO Contractor Manager may not be a subcontractor.

2.5 Deliverables

2.5.1 Deliverable Acceptance

A deliverable must satisfy the scope and requirements of this TORFP for that deliverable.

The TO Manager will review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable.

Notification of completion of each milestone as listed in Attachment B – TO Financial Proposal must be submitted in advance of invoicing. The TO Manager will issue to the TO Contractor a written notice of acceptance or rejection of the deliverable. Following the return of the notice indicating "Accepted" by the TO Manager, the TO Contractor must submit a proper invoice in accordance with the procedures in Section 3.1.

In the event of the rejection of a deliverable, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies what must be corrected prior to acceptance of the deliverable.

At the TO Manager's discretion, subsequent project tasks may not continue until deliverable deficiencies are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks.

2.5.2 Deliverable Descriptions/Acceptance Criteria

The TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

Deliverables (Additional deliverables are listed with Attachment P – Technical Specifications)

ID #	Deliverable Description	Requirements	Due Date / Frequency
2.5.2.1	Remediation Design/Plan	The remediation design/plan is based on the provided structural analysis and standards set by the State Tower Committee, including drawings that are certified by a Professional Engineer (PE) for the State’s review and approval.	NTP + 14 calendar days (including weekly updates)
2.5.2.3	“As Built” Drawings	Submit three hard copies and one soft copy of As-Built drawings to TO Manager.	Project Completion
2.5.2.4	Final walkthrough	The TO Contractor must schedule a walkthrough with TO Manager to verify any deficiencies identified in a punch list are completed to the State’s satisfaction.	Project Completion

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

3 TO Contractor Requirements: General

3.1 Invoicing

3.1.1 Definitions

- A. “Proper Invoice” means a bill, written document, or electronic transmission, readable by the agency, provided by a vendor requesting an amount that is due and payable under a written procurement contract for property received or services rendered that meets the requirements of COMAR 21.06.09.02.
- B. “Late Payment” means any amount that is due and payable by law under a written procurement contract, without deferral, delay, or set-off under COMAR 21.02.07.03, and remains unpaid more than 45 days after an agency receives a Proper Invoice.
- C. “Payment” includes all required processing and authorization by the Comptroller of the Treasury, as provided under COMAR 21.02.07, and may be deferred, delayed, or set-off as applicable under COMAR 21.02.07.03.

3.1.2 General

- A. Invoice payments to the TO Contractor are governed by the terms and conditions in the CATS+ Master Contract and Attachment P, Technical Specifications, Section 5. Final Acceptance Sign Off.
- B. The TO Contractor must e-mail the original of each to the TO Manager.
- C. All invoices for services must be verified by the TO Contractor as accurate at the time of submission.
- D. Invoices submitted without the required information cannot be processed for payment. A Proper Invoice must include the following information, without error:
 - 1) TO Contractor name and address;
 - 2) Remittance address;
 - 3) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
 - 4) Invoice period (i.e. time period during which services covered by invoice were performed);
 - 5) Invoice date;
 - 6) Invoice number;
 - 7) State assigned TO Agreement number;
 - 8) State assigned (Blanket) Purchase Order number(s);
 - 9) Goods or services provided;
 - 10) Amount due; and
 - 11) Any additional documentation required by regulation or the Task Order.
- E. The Department reserves the right to reduce or withhold Task Order payment in the event the TO Contractor does not provide the Department with all required deliverables within the time frame specified in the Task Order or otherwise breaches the terms and conditions of the

Task Order until such time as the TO Contractor brings itself into full compliance with the Task Order.

- F. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The TO Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.
- G. Invoices for final payment must be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event may any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

3.1.3 Travel Reimbursement

Travel will not be reimbursed under this TORFP.

3.1.4 Retainage

Ten percent (10%) of the total TO Agreement value shall be retained by the State and will not be released until final payment and, in making progress payments, the State will retain ten percent (10%) of the progress payments earned. Retainage shall be withheld for each deliverable specified in this TO and released upon completion and acceptance of the project. The TO Contractor shall submit an invoice to the State for the retainage after final payment is made by the State.

3.2 Liquidated Damages

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

For each day that any work remains uncompleted beyond 90 working days from date of Notice to Proceed, except for days added due to excusable delay as determined by the Procurement Officer, the TO Contractor is liable for liquidated damages in the amount of \$700 per day.

3.3 Prevailing Wages

Not applicable to this TORFP.

3.4 Insurance Requirements

- 3.4.1 Master Contractors must confirm that, as of the date of its proposal, the insurance policies incorporated into its Master Contract are still current and effective at the required levels (See Master Contract Section 2.7).
- 3.4.2 The Master Contractor must also confirm that any insurance policies intended to satisfy the requirements of this TORFP are issued by a company that is licensed to do business in the State of Maryland.
- 3.4.3 The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this Section 3.4 “Insurance Requirements” within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts the TO Contractor must update certificates of insurance annually, or as otherwise directed by the TO Manager.
- 3.4.4 TO Contractor must maintain commercial general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$2,000,000 per each occurrence and shall insure against liability to third parties for accidental death, bodily injury or illness, property damage, and personal injury arising out of the work in connection with the TO Agreement.

3.5 Performance and Personnel

3.5.1 TO Contractor Personnel Maintain Certifications

Any TO Contractor Personnel provided under this TORFP must maintain in good standing any required professional certifications for the duration of the TO Agreement.

3.5.2 Work Hours

The TO Contractor must assign TO Contractor Personnel to support Normal State Business Hours (see definition in **Appendix 1**), Monday through Friday except for State holidays.

3.6 Substitution of Personnel

3.6.1 Directed Personnel Replacement

The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or Department, Contract, or Task Order requirement.

- A. If deemed appropriate in the discretion of the TO Manager, the TO Manager must give written notice of any TO Contractor Personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor must provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the TO Contractor must revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the TO Contractor must immediately implement the Remediation Plan.
- B. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the

TO Contractor Personnel whose performance is at issue. A request for a new remediation plan will follow the process described in Section 3.6.1 B.

- C. In circumstances of directed removal, the TO Contractor must provide a suitable replacement for TO Manager approval within fifteen (15) days of the date of the notification of directed removal, or the actual removal, whichever occurs first, or such earlier time as directed by the TO Manager in the event of a removal on less than fifteen days' notice
- D. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
- E. Replacement or substitution of TO Contractor Personnel under this section is in addition to, and not in lieu of, the State's remedies under the Master Contract, Task Order, or which otherwise may be available at law or in equity.

3.7 Minority Business Enterprise Participation Reports

There is no Minority Business Enterprise (MBE) Goal for this Task Order

3.8 Veteran Small Business Enterprise Reports

There is no Veteran Small Business Enterprise (VSBE) Goal for this Task Order.

3.9 Contract Management Oversight Activities

- 3.9.1 DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of Task Orders under CATS+. This process typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ Task Orders are subject to review.
- 3.9.2 A sample of the TO Contractor Self-Reporting Checklist is available on the CATS+ website at <http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+Self-ReportingChecklistSample.pdf>. DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a Task Orders. The TO Contractor must complete and return the checklist as instructed on the form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor must update and resend the checklist to DoIT.

3.10 Purchasing and Recycling Electronic Products

This section does not apply to this solicitation.

3.11 Protest/Disputes

Any protest or dispute related to this solicitation or the TO Agreement(s) awarded thereunder are subject to the provisions of Title 15 of the State Finance and Procurement Article, Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies).

4 TORFP Instructions

4.1 TO Pre-Proposal Site Visit

- 4.1.1 A pre-proposal site visit will be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal site visit is not mandatory, but all Master Contractors are encouraged to attend in order to facilitate better preparation of their proposals. Master Contractors are advised of the Site Investigation clause in Section 4.19 of this TORFP.
- 4.1.2 The pre-proposal site visit will be summarized in writing. As promptly, as is feasible, subsequent to the pre-proposal site visit, the attendance record and pre-proposal site visit summary will be distributed via e-mail to all Master Contractors known to have received a copy of this TORFP.
- 4.1.3 In order to assure adequate accommodations at the pre-proposal site visit, please e-mail the TO Procurement Officer no later than three (3) business days prior indicating planned attendance. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the TO Procurement Officer no later than five (5) business days prior to the pre-proposal site visit. The TO Requesting Agency will make reasonable efforts to provide such special accommodation.
- 4.1.4 The Pre-Proposal site visit will meet at the SOC tower site location (directions provided in Attachment A)

4.2 Questions

- 4.2.1 All questions must be submitted via e-mail to the TO Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP.
- 4.2.2 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Department unless the TORFP is expressly amended. Nothing in any response to any questions is to be construed as agreement to or acceptance by the Department of any statement or interpretation on the part of the entity asking the question.

4.3 TO Proposal Due (Closing) Date and Time

- 4.3.1 TO Proposals, in the number and form set forth in Section 5, must be received by the TO Procurement Officer no later than the TO Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.3.2 Requests for extension of this date or time will not be granted.
- 4.3.3 Offerors submitting TO Proposals should allow sufficient delivery time to ensure timely receipt by the TO Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, TO Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.
- 4.3.4 The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.

- 4.3.5 TO Proposals may be modified or withdrawn by written notice received by the TO Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of TO Proposals.

4.4 Award Basis

Based upon an evaluation of TO Proposal responses as provided in **Section 6.4**, a Master Contractor will be selected to conduct the work defined in **Sections 2 and 3**. A specific TO Agreement, **Attachment M**, 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 TO Financial Proposal.

4.5 Oral Presentation

Oral presentations/interviews will not be held for this solicitation.

4.6 Limitation of Liability

The TO Contractor's liability is limited in accordance with the Limitations of Liability section of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to two (2) times the total TO Agreement amount.

4.7 Change Orders

- 4.7.1 If the TO Contractor is required to perform work beyond the scope of this TORFP as determined by the Procurement Officer, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change.
- 4.7.2 No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

4.8 MBE Participation Goal

There is no MBE participation goal for this procurement.

4.9 VSBE Goal

There is no VSBE participation goal for this procurement.

4.10 Living Wage Requirements

The Master Contractor must abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry.

All TO Proposals must be accompanied by a completed Living Wage Affidavit of Agreement, **Attachment F** of this TORFP.

4.11 Federal Funding Acknowledgement

This Task Order does not contain federal funds.

4.12 Conflict of Interest Affidavit and Disclosure

- 4.12.1 Offerors must complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with their Proposals. All Offerors are advised that if a TO Agreement is awarded as a result of this solicitation, the TO Contractor's Personnel who perform or control work under this TO Agreement and each of the participating subcontractor personnel who perform or control work under this TO Agreement shall be required to complete agreements substantially similar to **Attachment H** Conflict of Interest Affidavit and Disclosure.
- 4.12.2 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 an Offeror's TO Proposal under COMAR 21.06.02.03B.
- 4.12.3 Master Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.
- 4.12.4 By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all TO Contractor Personnel and Subcontractors are without a conflict of interest as defined in COMAR 21.05.08.08A.

4.13 Mercury and Products That Contain Mercury

This solicitation does not include the procurement of products known to include mercury as a component.

4.14 Differing Site Conditions

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

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

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

4.15 Site Investigation

The Master Contractor acknowledges that the Master Contractor has investigated and is satisfied as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work.

The Master Contractor further acknowledges that it is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the State, as well as from information presented by the drawings and specifications made a part of this contract. Any failure by the Master Contractor to acquaint itself with the available information may not relieve the Master Contractor from responsibility for estimating properly the difficulty or cost of successfully performing the work. The State assumes no responsibility for any conclusions or interpretations made by the Master Contractor based on the information made available by the State.

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5 TO Proposal Format

5.1 Required Response

Each Master Contractor receiving this CATS+ TORFP must respond no later than the submission due date and time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a TO Proposal; or 2) a completed Master Contractor Feedback Form (available online within the Master Contractor Admin System). The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

A TO Proposal must conform to the requirements of this CATS+ TORFP.

5.2 Two Part Submission

Offerors must submit TO Proposals in separate volumes:

- Volume I – TO TECHNICAL PROPOSAL
- Volume II – TO FINANCIAL PROPOSAL

5.3 TO Proposal Packaging and Delivery

5.2.1 TO Proposals delivered by facsimile will not be considered.

5.2.2 Provide no pricing information in the TO Technical Proposal or on the media submitted in the TO Technical Proposal.

5.2.3 Offerors may submit TO Proposals by electronic means as described.

- A. Electronic means includes e-mail to the email address listed on the Key Information Summary Sheet under "TO Proposals are to be sent to:".
- B. An Offeror wishing to deliver a hard copy (paper) TO Proposal must contact the TO Procurement Officer for instructions.

5.2.4 E-mail submissions

- A. All TO Proposal e-mails must be sent with password protection.
- B. The State has established the following procedure to restrict access to Task Order Proposals received electronically: all TO Technical and TO Financial Proposals must be password protected, and the password for the TO Technical Proposal must be different from the password for the TO Financial Proposal. Offerors will provide these two passwords to the procurement officer upon request or their TO Proposal will be deemed not susceptible for award. Subsequent submissions of TO Proposal content will not be allowed.
- C. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award.
- D. TO Proposals submitted via e-mail must not exceed 25Mb. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information below.
- E. The two (2) e-mail submission subject lines for the Technical and Financial volumes must each state the TORFP #F50B0600042.

5.2.5 Two Part Submission:

- A. TO Technical Proposal consisting of:
 - 1. TO Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
 - 2. the TO Technical Proposal in searchable Adobe PDF format,
 - 3. a second searchable Adobe copy of the TO Technical Proposal, redacted in accordance with confidential and/or proprietary information removed.
- B. TO Financial Proposal consisting of:
 - 1. TO Financial Proposal and all supporting material in PDF format,
 - 2. the TO Financial Proposal in searchable Adobe PDF format,
- F. a second searchable Adobe copy of the TO Financial Proposal, redacted in accordance with confidential and/or proprietary information removed

5.3.1 TO Proposal Numbering

All pages of both TO Proposal volumes must be consecutively numbered from beginning (Page 1) to end (Page “x”). .

5.4 Summary of Attachments

Offerors must not alter any attachment forms. Signatures must be clearly visible.

The following signed attachments must be included with the TO Technical Proposal in PDF format (for electronic media). For paper submissions, submit two (2) copies of each with original signatures.

- A. Attachment F- Living Wage Affidavit of Agreement
- B. Attachment H – Conflict of Interest Affidavit and Disclosure

The following attachments must be included with the TO Financial Proposal:

- A. Attachment B Price Sheet – Signed PDF

5.5 Volume I - TO Technical Proposal

IMPORTANT: Provide **no pricing information** in the TO Technical Proposal (Volume I). Include pricing information only in the TO Financial Proposal (Volume II).

- 5.5.1 In addition to the instructions below, responses in the Offeror’s TO Technical Proposal must reference the organization and numbering of Sections in the TORFP (e.g., “Section 2.2.1 Response . . . ; “Section 2.2.2 Response . . .”). All pages of both TO Proposal volumes must be consecutively numbered from beginning (Page 1) to end (Page “x”).
- 5.5.2 The TO Technical Proposal must include the following documents and information in the order specified as follows:
 - A. Proposed Services:
 - 1) Executive Summary: A one-page summary describing the Offeror’s understanding of the TORFP scope of work (Section 2) and proposed solution.

- 2) Proposed Solution: A more detailed description of the Offeror understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution must be organized to match the requirements outlined in Section 2.
- 3) Construction Schedule - The Master Contractor must complete and submit Construction Schedule as part of its proposal, indicating the schedule of delivery for the products and services in this TORFP.
- 4) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal. Offerors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 5) Organization Chart: Identify all permanent personnel and subcontractors working on the project.
- 6) Safety Manual: A detailed description of the Master Contractor’s safety policies and procedures.

B. TORFP Staffing

- 1) Provide a Staffing Management Plan with brief qualifications of up to four people demonstrating how the Offeror will provide the resources necessary to deliver the products and services required in this TORFP.
- 2) Provide the names and titles of the Offeror’s management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

C. MBE Participation – Not Applicable

D. Subcontractors

Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.

E. Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of engagements or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Include contact information for each client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, e-mail and telephone number (point of contact must be accessible and knowledgeable regarding experience)
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example engagement or contract.
 - e) Current Master Contractor team personnel who participated on the engagement/contract.
 - f) If the Master Contractor is no longer providing the services, explain why not.
- 2) State of Maryland Experience: If applicable, the Master Contractor must submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland. For each identified contract, the Master Contractor must provide the following (if not already provided in sub paragraph 1 above):
 - a) Contract or task order name

- b) Name of organization.
- c) Point of contact name, title, e-mail, and telephone number (point of contact must be accessible and knowledgeable regarding experience)
- d) Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.
- e) Dollar value of the contract.
- f) Indicate if the contract was terminated before the original expiration date.
- g) Indicate if any renewal options were not exercised.

IMPORTANT: State of Maryland experience can be included as part of Section 1 above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

F. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

G. Confidentiality

A Master Contractor should give specific attention to the identification of those portions of its TO 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 4, of the General Provisions Article of the Annotated Code of Maryland. Master 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.

H. Proposed Facility

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

5.6 Volume II – TO Financial Proposal

- 5.6.1 The TO Financial Proposal must contain all price information in the format specified in **Attachment B** – Price Sheet. The Offeror must complete the Financial Proposal Form only as provided in the Financial Proposal Form Instructions and the Financial Proposal Form itself.
- 5.6.2 The TO Financial Proposal must contain a description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions must not constitute conditions, contingencies, or exceptions to the Financial Proposal Form);
- 5.6.3 Prices must be valid for 60 days.

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6 Evaluation and Selection Process

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, the Department will consider all information submitted in accordance with Section 5.

6.1 Evaluation Committee

Evaluation of TO Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review TO Proposals and provide input to the TO Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the TO Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

6.2 TO Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each TO Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

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

- A. The Master Contractor's proposed plan, Construction Schedule, equipment and services for completing the requirements in the TORFP.
- B. The Master Contractor's overall experience, capability and references as described in the Master Contractor's TO Technical Proposal.
- C. The Master Contractor's safety policies and procedures.

6.3 TO Financial Proposal Evaluation Criteria

All Qualified Offerors (see **Section 6.4**) will be ranked from the lowest to the highest price based on the Total Proposal Price within the stated guidelines set forth in this TORFP and as submitted on **Attachment B** – TO Financial Proposal.

6.4 Selection Procedures

TO Technical Proposals shall be evaluated based on the criteria set forth above in **Section 6.2**. TO Technical Proposals and TO Financial Proposals will be evaluated independently of each other.

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 1 of this TORFP, and quality of responses to **Section 5.3** TO Technical Proposal. Failure to meet the minimum qualifications shall render a TO Proposal not reasonably susceptible for award. The TO Procurement Officer will notify those Offerors who have not been selected to perform the work.
- B. TO Technical Proposals will be evaluated for technical merit and ranked.
- C. The Procurement Officer will only open the TO Financial Proposals where the associated TO Technical Proposals have been classified as reasonably susceptible for award.

- D. After review of TO Financial Proposals, TO Financial Proposals for qualified Offerors will be reviewed and ranked from lowest to highest price proposed.
- E. The TO Proposal most advantageous to the State, considering both the technical and financial submissions, shall be selected for TO award. In making this selection, technical merit has greater weight.
- F. All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

6.5 Documents Required upon Notice of Recommendation for Task Order Award

Upon receipt of a Notification of Recommendation for Task Order award, the apparent awardee must complete and furnish the documents and attestations as directed in **Section 7 – TORFP Attachments and Appendices**.

Commencement of work in response to a TO Agreement shall be initiated only upon the completed documents and attestations, plus:

- A. Issuance of a fully executed TO Agreement
- B. Purchase Order
- C. Issuance of an NTP authorized by the TO Procurement Officer

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7 TORFP ATTACHMENTS AND APPENDICES

Instructions Page

A TO Proposal submitted by an Offeror must be accompanied by the completed forms and/or affidavits identified in the table below. All forms and affidavits applicable to this TORFP, including any applicable instructions and/or terms, are identified.

All Offerors are advised that if a Task Order is awarded as a result of this solicitation, the successful Offeror will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described below in the “When to Submit” column.

For documents required after award, submit three (3) copies of each document within the appropriate number of days after notification of recommended award, as listed in the table below in the “When to Submit” column.

When to Submit	Label	Attachment Name
Before Proposal	A	Pre-Proposal Conference Response Form
With Proposal	B	Financial Proposal Instructions and Form
With Proposal	C	Bid/Proposal Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf)
N/A	D	MBE Forms D-1A
N/A	D	MBE Forms D-1B, D-1C,D-2, D-3A, D-3B)
N/A	D	MBE Forms D-4A, D-4B, D-5
N/A	E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1A
With Proposal	F	Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf)
N/A	G	Federal Funds Attachments
With Proposal	H	Conflict of Interest Affidavit and Disclosure (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf)
N/A	I	Non-Disclosure Agreement (Contractor) (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentI-Non-DisclosureAgreementContractor.pdf)
N/A	J	HIPAA Business Associate Agreement

When to Submit	Label	Attachment Name
N/A	K	Mercury Affidavit
N/A	L	Location of the Performance of Services Disclosure
5 Business Days after recommended award	M	Sample Task Order (included in this TORFP)
N/A	N	DHS Hiring Agreement
For Informational Purposes	O	Technical Specifications
When to Submit	Label	Appendix Name
n/a	1	Abbreviations and Definitions (included in this TORFP)
With Proposal	2	Offeror Information Sheet (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf)
n/a	3	Structural Analysis Report
5 Business Days after recommended award	N/A	Evidence of meeting insurance requirements (see Section 3.4)

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Attachment A. TO Pre-Proposal Site Visit Directions

Directions:

The site is located at 208 University Ave. Federalsburg, Md.

Meeting will be held at the tower site.

SITE COORDINATES: **38-41-44.0N 75-46-55.0W**

**Attachment B. TO Financial Proposal Instructions & Form TORFP
#50B0600043**

Included as a separate excel spreadsheet labeled CATS+ TORFP #F50B0600042 – Attachment B – Price Proposal. Federalsburg Tower.xls

Attachment C. Bid/Proposal Affidavit

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf.

Attachment D. Minority Business Enterprise (MBE) Forms

This solicitation does not include a Minority Business Enterprise goal.

Attachment E. Veteran-Owned Small Business Enterprise (VSBE) Forms

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.

Attachment F. Maryland Living Wage Affidavit

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf> to complete the Affidavit.

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
 - (1) A Contractor who:
 - (a) Has a State contract for services valued at less than \$100,000, or
 - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A subcontractor who:
 - (a) Performs work on a State contract for services valued at less than \$100,000,
 - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.
 - (3) Service contracts for the following:
 - (a) Services with a Public Service Company;
 - (b) Services with a nonprofit organization;
 - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/subcontractor, subject to the Living Wage Law, must post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan

area, or any successor index, for the previous calendar year, no later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), must not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium must comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan must not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor must pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

Attachment G. Federal Funds Attachments

This solicitation does not include a Federal Funds Attachment.

Attachment H. Conflict of Interest Affidavit and Disclosure

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentH-ConflictofInterestAffidavit.pdf>.

Attachment I. Non-Disclosure Agreement (TO Contractor)

This solicitation does not require a Non-Disclosure Agreement.

Attachment J. HIPPA Business Associate Agreement

This solicitation does not require a HIPAA Business Associate Agreement.

Attachment K. Mercury Affidavit

This solicitation does not include the procurement of products known to include mercury as a component.

Attachment L. Location of the Performance of Services Disclosure

This solicitation does not require a Location of the Performance of Services Disclosure.

Attachment M. Task Order AgreementCATS+ TORFP#F50B0600042 OF
MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of _____, 2020 by and between _____ (TO Contractor) and the STATE OF MARYLAND, Department of Information Technology (DoIT or the “Department”).

IN CONSIDERATION of the mutual promises, 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 Department of Information Technology (DoIT), as identified in the CATS+ TORFP # F50B0600042.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals #, dated MONTH DAY, YEAR, including any addenda and amendments.
 - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor.
 - d. “TO Procurement Officer” means [TO Procurement Officer]. The Department may change the TO Procurement Officer at any time by written notice.
 - e. “TO Agreement” means this signed TO Agreement between DoIT and TO Contractor.
 - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means Ed Macon. The Department may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
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 must, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 of the CATS+ TORFP. These services must 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:

The TO Agreement,

Exhibit A – CATS+ TORFP

Exhibit B – TO Technical Proposal

Exhibit C – TO Financial Proposal

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

The TO Contractor must provide the services described in the TO Proposal in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement shall commence on the date the TO Agreement is fully executed and, unless terminated earlier as provided in the Master Contract, conclude upon completion of the scope of work in accordance with the CATS+ TORFP.

4. Consideration and Payment

4.1 In consideration of its performance hereunder, the TO Contractor shall be paid the fixed price of \$..... .

4.2 Payments to the TO Contractor shall be made as outlined Section 3 of the CATS+ TORFP, but no later than thirty (30) days after the Department’s receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Department 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 TO Manager 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.

SIGNATURES ON NEXT PAGE

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: _____

STATE OF MARYLAND, DoIT

By: Michael G. Leahy, Secretary

Date

Witness: _____

Approved for form and legal sufficiency this _____ day of _____ 20__.

Assistant Attorney General

Attachment N. DHS Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

Attachment O. Technical Specifications – Federalsburg Tower

**Federalsburg Communications Tower Structural Remediation
TECHNICAL SPECIFICATIONS
TORFP #F50B0600042**

1. Summary

This task order is for the purchase and turnkey installation of all labor and materials necessary for the structural remediation of an existing communications tower for the State of Maryland at the following location:

FEDERALSBURG COMMUNICATIONS TOWER
208 University Ave.
Federalsburg, MD. 21632
Grid Coordinates: Latitude: N38-41-44.00, Longitude: W75-46-55.00

2. TORFP Specifications

- A. The TO Contractor shall provide all coordination, functions, labor, materials, insurance and purchase items required to perform a structural remediation in accordance with the following specifications:
 - 1. All work shall be completed within 90 working days of Notice to Proceed.
 - 2. Prepare a remediation design/plan based on the provided structural analysis and standards set by the State Tower Committee, including drawings that are certified by a Professional Engineer (PE) for the State’s review and approval.
 - 3. Provide a structural analysis of the tower with the approved remediation shown, signed by a licensed PE.
 - 4. Provide all materials required to remediate the tower to standards set by the State Tower Committee and the plan approved by the State.
 - 5. Perform all work and tasks to install the approved remediation plan.
 - 6. Remove all debris from the site caused by the work.
 - 7. Provide as-built drawings showing the changes, signed by a PE.
 - 8. Final Inspection schedule/requirements
 - i. Tower Inspection – DoIT will provide an independent inspector to ensure that all work done is in accordance with the approved plans before final acceptance is given.
 - ii. Punch-list – A final inspection will be conducted by DoIT personnel to ensure all items in the task order is completed to the satisfaction of the State.

3. Commencement of Work

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

4. Approvals

- A. Prior to ordering of any materials, the following drawings/designs/procedures shall be approved by the State Project manager:
1. Tower remediation plan, signed by a licensed PE.
 2. Revised structural analysis which includes all remediation work to verify that planned work is appropriate. This must be signed by a licensed PE.

5. Final Acceptance Sign-off

- A. The TO Contractor will provide all items as outlined above. The following is required to be demonstrated to the State's Project Manager upon completion of work. The final payment for work performed on this project will not be paid until the following is completed:
- B. The State receives a satisfactory inspection report from an independent tower inspector, funded by the State to perform a tower inspection, and all deficient items identified in the inspection report have been corrected to the State's satisfaction.
- i. The inspector will mark all deficiencies with blue, permanent paint pens. All corrections will be marked with yellow, permanent paint pens. The correction will be initialed and dated by the crew.
 - ii. Photos will be taken showing the correction to include the initials as proof that the correction was made.
- C. The State reserves the right to perform additional tower inspections to verify that deficient items have been corrected. Should the State require two (2) or more tower inspections to verify correction of deficient items, all costs of the additional inspections, beyond the second inspection, shall be deducted from the TO Contractor's final payment.
- D. All other deficiencies noted by the State shall be corrected to the State's satisfaction.
- E. All construction materials, equipment, excess tools and other materials shall be removed from the site.

Appendix 1. – Abbreviations and Definitions

- A. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- B. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- C. Effective Date - The date of mutual TO Agreement execution by the parties
- D. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times should be Local Time, even if not expressly designated as such.
- E. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- F. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- G. Notice to Proceed (NTP) – A written notice from the TO Procurement Officer that work under the Task Order, project or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Task Order, project or Work Order. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- H. NTP Date – The date specified in a NTP for work on Task Order, project or Work Order to begin.
- I. Offeror – A Master Contractor that submits a Proposal in response to this TORFP.
- J. State – The State of Maryland.
- K. Task Order (TO) – The scope of work described in this TORFP.
- L. TO Agreement - The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as **Attachment M**.
- M. TO Contractor Personnel - Employees and agents and subcontractor employees and agents performing work at the direction of the TO Contractor under the terms of the Task Order awarded from this TORFP.
- N. TO Proposal – As appropriate, either or both of an Offeror’s TO Technical or TO Financial Proposal.
- O. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

Appendix 2. – Offeror Information Sheet

Offeror	
Company Name	
Street Address	
City, State, Zip Code	
TO Contractor Federal Employer Identification Number (FEIN)	
TO Contractor eMM ID number	As of the date of Proposal submission, are you registered to do business with the state of Maryland?
SBE / MBE/ VSBE Certification	
SBE	Number: Expiration Date:
VSBE	Number: Expiration Date:
MBE	Number: Expiration Date: Categories to be applied to this solicitation (dual certified firms must choose only one category).
Offeror Primary Contact	
Name	
Title	
Office Telephone number (with area code)	
Cell Telephone number (with area code)	
e-mail address	
Authorized Offer Signatory	
Name	
Title	
Office Telephone number (with area code)	
Cell Telephone number (with area code)	
e-mail address	