

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



**DEPARTMENT OF INFORMATION TECHNOLOGY
(DOIT)**

**SOLICITATION NUMBER- F50B0600044
SHA STATEWIDE OPERATIONS COMMUNICATIONS
EQUIPMENT SHELTER**

ISSUE DATE: JULY 23, 2020

DEPARTMENT OF INFORMATION TECHNOLOGY (DOIT)
KEY INFORMATION SUMMARY SHEET

Solicitation Title:	SHA Statewide Operations Communication Shelter
Solicitation Number (TORFP#):	F50B0600044
Functional Area:	Functional Area 13 – Tower Installation
TORFP Issue Date:	June 23, 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:	Dominic.Edet Dominic.edet2@maryland.gov
TO Manager: e-mail: Office Phone:	Jennifer Benedictis DoIT 100 Community Pl Crownsville, MD jennifer.benedictis@maryland.gov (410) 274-7725
TO Proposals are to be sent to:	dominic.edet2@maryland.gov
TO Pre-Proposal Site Visit:	July 3, 2020 at 11:00 AM Local Time at the SOC tower site location. See Attachment A for directions and instructions.
TO Proposals Due (Closing) Date and Time:	July 14, 2020 at 2:00 PM 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:	3%
VSBE Subcontracting Goal:	0%
Task Order Type:	Fixed Price
Task Order Duration:	The estimated period of performance for this effort, barring excusable delays, 120 working days after NTP
Primary Place of Performance:	Statewide operations center 7491 Connelly drive Hanover A.A Co. Md. 20602
SBR Designation:	No
Federal Funding:	No
Questions Due Date and Time	July 8, 2020 at 2:00 PM Local Time

TABLE OF CONTENTS – TORFP

1	Minimum Qualifications.....	1
1.1	TO Contractor Minimum Qualifications	1
1.2	TO Contractor Personnel Minimum Qualifications	1
2	TO Contractor Requirements: Scope of Work.....	2
2.1	Summary Statement.....	2
2.2	Roles and Responsibilities.....	2
2.3	Background and Purpose.....	2
2.4	Requirements.....	3
2.5	Deliverables.....	4
3	TO Contractor Requirements: General.....	1
3.1	Invoicing.....	1
3.2	Liquidated Damages.....	2
3.3	Prevailing Wages.....	2
3.4	Insurance Requirements	3
3.5	Performance and Personnel	3
3.6	Substitution of Personnel.....	3
3.7	Minority Business Enterprise Participation Reports.....	4
3.8	Veteran Small Business Enterprise Reports	4
3.9	Contract Management Oversight Activities	4
3.10	Purchasing and Recycling Electronic Products	5
3.11	Protest/Disputes.....	5
4	TORFP Instructions.....	6
4.1	TO Pre-Proposal Site Visit	6
4.2	Questions	6
4.3	TO Proposal Due (Closing) Date and Time	6
4.4	Award Basis.....	7
4.5	Oral Presentation	7
4.6	Limitation of Liability	7
4.7	Change Orders	7
4.8	MBE Participation Goal	7
4.9	VSBE Goal.....	7

4.10	Living Wage Requirements	8
4.11	Federal Funding Acknowledgement.....	8
4.12	Conflict of Interest Affidavit and Disclosure	8
4.13	Mercury and Products That Contain Mercury	8
4.14	Bonds.....	8
4.15	Prompt Payment of Subcontractors	10
4.16	Differing Site Conditions.....	11
4.17	Site Investigation.....	11
5	TO Proposal Format	12
5.1	Required Response	12
5.2	Two Part Submission.....	12
5.3	TO Proposal Packaging and Delivery.....	12
5.4	Summary of Attachments	13
5.5	Volume I - TO Technical Proposal.....	13
5.6	Volume II – TO Financial Proposal	16
6	Evaluation and Selection Process.....	17
6.1	Evaluation Committee	17
6.2	TO Technical Proposal Evaluation Criteria.....	17
6.3	TO Financial Proposal Evaluation Criteria.....	17
6.4	Selection Procedures.....	17
6.5	Documents Required upon Notice of Recommendation for Task Order Award.....	18
7	TORFP ATTACHMENTS AND APPENDICES	19
Attachment A.	TO Pre-Proposal Site Visit Directions	22
Attachment B.	TO Financial Proposal Instructions & Form TORFP #	23
Attachment C.	Bid/Proposal Affidavit.....	24
Attachment D.	Minority Business Enterprise (MBE) Forms	25
Attachment E.	Veteran-Owned Small Business Enterprise (VSBE) Forms	26
Attachment F.	Maryland Living Wage Affidavit.....	27
Attachment G.	Federal Funds Attachments.....	29
Attachment H.	Conflict of Interest Affidavit and Disclosure	30

Attachment I.	Non-Disclosure Agreement (TO Contractor).....	31
Attachment J.	HIPPA Business Associate Agreement	32
Attachment K.	Mercury Affidavit.....	33
Attachment L.	Location of the Performance of Services Disclosure	34
Attachment M.	Task Order Agreement	35
Attachment N.	DHS Hiring Agreement.....	39
Attachment 21.	Construction Schedule	40
Attachment 22.	Prevailing Wage Rate Documentation	41
Attachment 23.	Technical Specifications	42
Attachment 24.	Foundation Inspection.....	43
Attachment 25.	250 Foot State Tower Loading Plan.....	44
Attachment 26.	Typical 12x38 Equipment Shelter with Generator.....	45
Attachment 27.	Typical Equipment Shelter Without Generator	46
Attachment 28.	Tower Layout.....	47
Attachment 29.	240VAC outlet position	48
Attachment 30.	Geo-Tech-Boring Logs	49
Attachment 31.	Closeout Process Final	50
Attachment 32.	MDE Approval.....	51
Attachment 33.	Construction Drawings	52
Attachment 33a.	BGE Utility Drawing	53
Appendix 1. – Abbreviations and Definitions.....		54
Appendix 2. – Offeror Information Sheet.....		55
Appendix 3	Performance Bond.....	56
Appendix 4.	Payment Bond.....	59
Appendix 5	Proposal/Bid Bond.....	62

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 obtain one (1) equipment shelter at the following location:

SHA STATEWIDE OPERATIONS CENTER

7491 Connelly Drive

Hanover, Anne Arundel Co. Md. 20602

Coordinates: 39-09-30.9N 76-40-44.5W

- 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

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.

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.

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>.

The State of Maryland Information Technology Security Policy and Standards.

The TO Contractor must follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.

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 23, Technical Specifications. The TO Contractor must provide staffing and resources to fully supply services as identified in this section.
 1. The TO Contractor must complete and submit Attachment 21, 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 shelter and other products/services will be installed.
 4. A closeout binder must be prepared and left at the site, with a second closeout binder submitted to the TO Manager for acceptance review. See Attachment 31, Closeout Process Final.

5. 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).
6. The TO Contractor must furnish supervision/certification by a certified Professional Engineer for the construction of all appropriate storm water management devices as required.
7. 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.
8. The TO Contractor Manager may not be a Subcontractor.

2.4.3 The TO Contractor, for itself and any subcontractors, must document, for evaluation purposes, a professional level of expertise in:

- A. Construction of erosion and sediment control devices in accordance with the latest Maryland Department of the Environment (MDE) specifications and construction drawings.
- B. Prior experience performing jobs similar to the requirements in this TORFP.

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 23 – Technical Specifications)

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.8.2.1	Integrated Project Schedule	A document suitable for tracking all current and pending activities. At a minimum, the schedule must show milestones, deliverables, times of performance, degrees of completion and resources for all activities starting with NTP and ending with final deliverables. This is a single, periodically updated deliverable encompassing all activities.	NTP + 14 calendar days (including weekly updates)
2.8.2.2	Bi-Weekly Construction Schedule and Updates	Submission on 2nd and final Thursday of every month for the duration of the project or as required. Submission in writing per details in attached scope of work. Attendance on a biweekly conference call with a representative of the State and a suitable contractor representative. This will occur on the 2nd and final Thursday of every month for the duration of the project. The TO Contractor must update progress, forecast upcoming milestones and discuss other items as directed by the TO Manager.	Bi-Weekly
2.8.2.3	“As Built” Drawings	Submit three hard copies and one soft copy of As-Built drawings to TO Manager.	Project Completion
2.8.2.4	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.
- 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 120 Business Days from date of Notice to Proceed, except for days added due to excusable delay, the TO Contractor is liable for liquidated damages in the amount of \$700 per day.

Additionally, for each day that the project has a ‘D’ rating as assigned by a MDE Field Inspector or other responsible individual, the TO Contractor and the TO Contractor’s surety are liable for liquidated damages in the amount of \$745 per day. Failure to upgrade the project to the minimum of a ‘B’ rating within 72 hours will result in the project being rated ‘F.’ For each day that the project has an ‘F’ rating, the TO Contractor and the surety are liable for liquidated damages in the amount of \$1,045 per day.

3.3 Prevailing Wages

For TO Proposals with a price totaling \$500,000 or more, Prevailing Wage Rates (as that term is defined in State Finance and Procurement Article, § 17-209, Annotated Code of Maryland) apply. For these TO Proposals only, the wage rates to be paid laborers and mechanics on this TO Agreement is by order of the Commissioner of Labor and Industry as outlined on Attachment 22. It is mandatory upon the TO Contractor and any subcontractor, to pay not less than the specific rates to all workers employed by the TO Contractor and subcontractor(s). (Reference: State Finance and Procurement, §§ 17-201 thru 17-226, Annotated Code of Maryland, inclusive. These rates were taken from the locality determination, issued pursuant to the Commissioner's authority under State Finance and Procurement Article §17-209, Annotated Code of Maryland.)

IMPORTANT: Offerors must submit documentation as instructed in Attachment 22, Prevailing Wage Rate Documentation.

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

The Department will monitor both the TO Contractor's efforts to achieve the Minority Business Enterprise (MBE) participation goal and compliance with reporting requirements.

- 3.7.1 Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract.
 - 1) The TO Contractor must submit the following reports by the 15th of each month to the Department at the same time the invoice copy is sent:
 - a) A Prime Contractor Paid/Unpaid MBE Invoice Report (**Attachment D-4A**) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
 - b) (If Applicable) An MBE Prime Contractor Report (**Attachment D-4B**) identifying an MBE prime self-performing work to be counted towards the MBE participation goals.
- 3.7.2 The TO Contractor must ensure that each MBE subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (**Attachment D-5**) by the 15th of each month.
- 3.7.3 Subcontractor reporting must be sent directly from the subcontractor to the TO Manager. The TO Contractor must e-mail all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

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 COMAR 21.10 (Administrative and Civil Remedies).

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4 TORFP Instructions

4.1 TO Pre-Proposal Site Visit

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.

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.

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.

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

- 4.8.1 A Master Contractor that responds to this TORFP must complete, sign, and submit all required MBE documentation at the time of TO Proposal submission (See **Attachment D** Minority Business Enterprise Forms).

IMPORTANT: Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.

- 4.8.2 In 2014, Maryland adopted new regulations as part of its Minority Business Enterprise (MBE) program concerning MBE primes. Those new regulations, which became effective June 9, 2014 and are being applied to this task order, provide that when a certified MBE firm participates as a prime contractor on a contract, an agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. Please see the attached MBE forms and instructions.

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 Bonds

4.14.1 TO Proposal Bond

- A. Each Offeror must submit with its TO Proposal a TO Proposal Bond or other suitable security, as summarized in **Section 4.16.4**, in the amount of five percent (5%) of the Total Evaluated Price, guaranteeing the availability of the goods and services at the offered price for 180 days after the due date for receipt of TO Proposals.
- B. The bond must be in the form provided in Appendix 5.
- C. An Offeror may request a release of the bond after the date of the award in return for a release signed by the TO Contractor and accepted by the Department.

- D. The cost of this bond, or other suitable security, is to be included in the total prices proposed, is not to be proposed, and will not be recoverable as a separate cost item.

4.14.2 Performance Bond

- A. The successful Offeror must deliver to the State after notification of recommended award a Performance Bond, or other suitable security, in the amount of \$1,000,000.00, guaranteeing that the TO Contractor will well and truly perform the TO Agreement.
- C. The Performance Bond must be in the form provided in Appendix 3 and underwritten by a surety company authorized to do business in the State and shall be subject to approval by the State, or other acceptable security for bond as described in COMAR 21.06.07, as summarized in **Section 4.14.4**.
- D. The Performance Bond must be maintained throughout the term of this TO Agreement, and renewal option period, if exercised. Evidence of renewal of the Performance Bond and payment of the required premium shall be provided to the State. This Performance Bond must also secure liquidated damages.
- E. The Performance Bond may be renewable annually. The TO Contractor must provide to the State, 30 days before the annual expiration of the bond, confirmation from the surety that the bond will be renewed for the following year. Failure to timely provide this notice must constitute an event of default under the TO Agreement. Such a default may be remedied if the TO Contractor obtains a replacement bond that conforms to the requirements of the TO Agreement and provides that replacement bond to the State prior to the expiration of the existing Performance Bond.
- F. The cost of this bond, or other suitable security, is to be included in the total prices proposed, is not to be proposed, and will not be recoverable as a separate cost item.
- G. After the first year of the TO Agreement, the TO Contractor may request a reduction for Performance Bond. The amount and the duration of the reduction, if any, will be at the Department's sole discretion. If any reduction is granted, the Department's must have the right to increase the amount of the Performance Bond to any amount, up to the original amount, at any time and at the Department's sole discretion.

4.14.3 Payment Bond

The Master Contractor must submit to the Procurement Officer, within 10 business days after notice of recommended award, a Payment Bond in the amount of the TO Agreement. The bond must be in the form provided in Appendix 4 and issued by a surety company licensed to do business in the State. The Payment Bond must be maintained throughout the term of this TO Agreement, or renewal option period, if exercised. Evidence of renewal of the Payment Bond and payment of the required premium must be provided to the TO Manager. This bond must also secure liquidated damages.

Failure of the Master Contractor to submit and maintain the required Payment and Performance Bond coverage throughout the term of the TO Agreement, and renewal option period if exercised, will constitute an event of Default under the Master Contract.

The Payment Bond will be forfeited to DoIT in whole or part, if the Master Contractor defaults in its payment of subcontractors or vendors for work performed under this TO Agreement.

A letter must be submitted from a bonding company with the Technical Proposal providing evidence that the Master Contractor is capable of securing the required Payment and Performance Bonds.

4.14.4 Acceptable Security

Acceptable security must be as described below, identified within and excerpted from COMAR 21.06.07:

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

- A. A bond in a form satisfactory to the State underwritten by a surety company authorized to do business in this State;
- B. A bank certified check, bank cashier's check, bank treasurer's check, cash, or trust account;
- C. Pledge of securities backed by the full faith and credit of the United States government or bonds issued by the State;
- D. An irrevocable letter of credit in a form satisfactory to the Attorney General and issued by a financial institution approved by the State Treasurer.

4.14.5 Surety Bond Assistance Program

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

Maryland Department of Business and Economic Development
Maryland Small Business Development Financing Authority
MMG Ventures
826 E. Baltimore Street
Baltimore, Maryland 21202
Phone: (410) 333-4270
Fax: (410) 333-2552

4.15 Prompt Payment of Subcontractors

This TO Agreement is subject to the provisions of State Finance and Procurement Article, §15-226, Annotated Code of Maryland, and COMAR 21.10.08. A TO Contractor must promptly pay its

subcontractors an undisputed amount to which a subcontractor is entitled for work performed under the TO Agreement within 10 days after the TO Contractor receives a progress payment or final payment for work under this TO Agreement.

If a TO Contractor fails to make payment within the period prescribed above, a subcontractor may request a remedy in accordance with COMAR 21.10.08.

A TO Contractor must include in its subcontracts for work under this TO Agreement, wording that incorporates the provisions, duties and obligations of §A-D, State Finance and Procurement Article, §15-226, Annotated Code of Maryland, and COMAR 21.10.08.

4.16 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.

4.17 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.

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

Proposals are to be submitted as hard copy by mail or in person along with a version on a flash drive.

5.3.1 TO Proposal Volume Packaging

Volume I – Technical Proposal and Volume II – Financial Proposal must be sealed separately from one another. The name, e-mail address, and telephone number of the Offeror must be included on the outside of the packaging for each volume. Each Volume must contain an unbound original, which is labelled as the original, and two (2) copies.

The two (2) sealed Volumes must be submitted together to the Procurement Officer prior to the date and time for receipt of TO Proposals and include a label bearing:

- A. The TORFP title and number,
Name and address of the Offeror, and
Closing date and time for receipt of TO Proposals
Electronic Version of TO Proposal

The Technical Proposal must include an electronic copy on a flash drive (no CDs/DVDs accepted) of the TO Technical Proposal in Microsoft Word format (version 2007 or greater). **Provide no pricing information on the electronic copy submitted in the Technical Proposal (Volume 1).**

The Financial Proposal must include an electronic copy on a flash drive (no CDs/DVDs accepted) of the Financial Proposal in Microsoft Word or Microsoft Excel format (version 2007 or greater).

The flash drive must be labeled on the outside with the TORFP title and number, name of the Offeror, and volume number. Electronic media must be packaged with the original copy of the appropriate TO Proposal (Technical or Financial).

5.3.2 TO Proposal Numbering

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

5.3.3 Delivery Requirements

For U.S. Postal Service deliveries, any TO Proposal that has been received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the TORFP will be deemed timely. If an Offeror chooses to use the U.S. Postal Service for delivery, DoIT recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by DoIT. An Offeror using first class mail will not be able to prove a timely delivery at the mailroom, and it could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit.

Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror. For any type of direct (non-mail) delivery, Offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

5.3.4 TO Proposals delivered by facsimile will not be considered.

5.3.5 The TO Procurement Officer must receive all Technical and TO Financial Proposal material by the TORFP due date and time specified in the Key Information Summary Sheet. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, TO Proposals received by the TO Procurement Officer after the due date will not be considered.

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 D – MBE forms D-1A
- B. Attachment F- Living Wage Affidavit of Agreement
- C. Attachment H – Conflict of Interest Affidavit and Disclosure
- D. Attachment 21 – Construction Schedule
- E. Appendix 5 – Proposal Bond
- F. Letter from a bonding company indicating performance bond insurability
- G. Letter from a bonding company indicating payment bond insurability

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) 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.
- 4) Organization Chart: Identify all permanent personnel and subcontractors working on the project
- 5) Safety manual.
- 6) Shelter technical details (approval drawings).
- 7) Copies of green/yellow E&S credentials.
- 8) Performance Bond Capability letter from bond company providing evidence that the Master Contractor is capable of securing the bonds required in TORFP Section 4.14.
- 9) Payment Bond Capability letter from a bonding company providing evidence that the Master Contractor is capable of securing the bonds required in TORFP Section 4.14

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

Submit completed MBE documents D-1A.

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, equipment and services for completing the requirement in the TORFP.
- B. Proposed Construction Schedule for completion of the project as submitted in Attachment 21, Construction Schedule.
- C. The Master Contractor's overall experience, capability and references as described in the Master Contractor's TO Technical Proposal.
- D. 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 most advantageous TO Proposal 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, and
- 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)
With Proposal	D	MBE Forms D-1A (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf)
10 Business Days after recommended award	D	MBE Forms D-1B, D-1C, D-2, D-3A, D-3B (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf) Important: Attachment D-1C , if a waiver has been requested, is also required within 10 days of recommended award.
As directed in forms	D	MBE Forms D-4A, D-4B, D-5 (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf)
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-

When to Submit	Label	Attachment Name
		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/12/2018/04/AttachmentI-Non-DisclosureAgreementContractor.pdf)
N/A	J	HIPAA Business Associate Agreement
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
Submit with Proposal	21	Construction Schedule
Submit documentation as directed in Attachment	22	Prevailing Wage Rate Documentation (separate document)
N/A (informational only)	23	Technical Specifications (separate document)
N/A	24	Foundation Inspection (separate document)
N/A	25	250 Foot State Tower Loading Plan (separate document)
N/A (informational only)	26	Typical 12x38 Equipment Shelter with Generator (separate document)
N/A	27	Typical Equipment Shelter without Generator (separate document)
N/A	28	Tower Layout (separate document)
N/A	29	240VAC outlet position (separate document)
N/A (informational only)	30	Geo-tech-boring logs (separate document)
N/A (informational only)	31	Closeout Process Final (separate document)
N/A (informational only)	32	MDE Approval (separate document)
N/A (informational only)	33	Construction Drawings (separate document)

When to Submit	Label	Attachment Name
N/A (informational only)	33a	BGE Utility Drawing
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)
5 Business Days after recommended award	3	Performance Bond
5 Business Days after recommended award	4	Payment Bond
With Proposal	5	Proposal Bond
5 Business Days after recommended award	N/A	Evidence of meeting insurance requirements (see Section 3.4); 1 copy

Attachment A. TO Pre-Proposal Site Visit Directions

Directions:

I-695 east to I-97, south on I-97 approx. 2mi. to aviation Blvd. South on aviation Blvd to Md.176 (Dorsey Rd.). Rt. On Dorsey Rd. to Traffic Dr. left on Traffic Dr. (approx. 900 ft.) to automotive maintenance area. Turn right To the rear of compound. Meeting will be held at the small tower in the rear.

SITE COORDINATES: **39-09-30.9N 76-40-44.5W**

Attachment B. TO Financial Proposal Instructions & Form TORFP #

See separate Excel TO Price Sheet labeled Attachment B – SHA Hanover Equipment Shelters Price Proposal.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

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf>.

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. HIPAA 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#F50B0600044 OF
MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20XX 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 # F50B0600044.
 - 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.

4.5 Liquidated Damages for MBE

1. The Master Contract requires the Master Contractor to comply in good faith with the MBE Program and Master Contract provisions. The State and the Master Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Master Contractor does not comply in good faith with the requirements of the MBE Program and MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably

be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

2. Therefore, upon issuance of a written determination by the State that the Master Contractor failed to comply in good faith with one or more of the specified MBE Program requirements or MBE Contract provisions, the Master Contractor must pay liquidated damages to the State at the rates set forth below. The Master Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Master Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

- (a) Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$20.00 per day until the monthly report is submitted as required.
- (b) Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$50.00 per MBE subcontractor.
- (c) Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.
- (d) Failure to meet the Master Contractor's total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- (e) Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of the Contract: \$100.00 per day until the undisputed amount due to the MBE subcontractor is paid.

2 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Task Order and exercise any and all other rights or remedies, which may be available under the Task Order or Law.

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 21. Construction Schedule

Attached as a separate document.

Attachment 22. Prevailing Wage Rate Documentation

Attached as a separate document.

Attachment 23. Technical Specifications

Attached as a separate document.

Attachment 24. Foundation Inspection

Not Applicable.

Attachment 25. 250 Foot State Tower Loading Plan

Not Applicable.

Attachment 26. Typical 12x38 Equipment Shelter with Generator

Attached as a separate document.

Attachment 27. Typical Equipment Shelter Without Generator

Not Applicable.

Attachment 28. Tower Layout

Not Applicable

Attachment 29. 240VAC outlet position

Not Applicable

Attachment 30. Geo-Tech-Boring Logs

Attached as a separate document.

Attachment 31. Closeout Process Final

Attached as a separate document.

Attachment 32. MDE Approval

Attached as a separate document.

Attachment 33. Construction Drawings

Attachment as a separate document.

Attachment 33a. BGE Utility Drawing

Attachment as a separate document.

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	

Appendix 3 Performance Bond**PERFORMANCE BOND**

Principal	Business Address of Principal
Surety	Obligee
A corporation of the State of and authorized to do business in the State of Maryland	STATE OF MARYLAND
	By and through the following Administration
Penal Sum of Bond (express in words and figures)	(Date of TO Agreement), 20__ Date Bond Executed , 20__
Description of Task Order: SHA STATEWIDE OPERATIONS CENTER EQUIPMENT SHELTER	
Task Order Number: XXXXXXXXXX	

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

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

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

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

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

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

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

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

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

Individual Principal

In Presence of:
Witness

(Name)

_____ as to

_____ (SEAL)

Co-Partnership Principal

In Presence of:
Witness

(Name of Co-Partnership)

_____ as to

_____ (SEAL)

Partner

_____ as to

_____ (SEAL)

_____ as to

Partner

(SEAL)

Partner

Corporate Principal

Attest:

(Name of Corporation) AFFIX
CORPORATE
SEAL

Corporate Secretary

By: _____
President

Attest:

Signature

(Individual or Corporate Surety)

Bonding Agent's Name:

By: _____

SEAL

Agent's Address:

Title:

(Business Address of Surety)

Approved as to form and legal
sufficiency this ____ day of _____
20__

Assistant Attorney General

Appendix 4. Payment Bond**PAYMENT BOND**

Principal	Business Address of Principal
Surety	Obligee
A corporation of the State of and authorized to do business in the State of Maryland	STATE OF MARYLAND
	By and through the following Administration
Penal Sum of Bond (express in words and figures)	(Date of TO Agreement), 20__
	Date Bond Executed , 20__
Description of Task Order: SHA STATEWIDE OPERATIONS CENTER EQUIPMENT SHELTER	
Task Order Number: xxxxxxxxxxxx	

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business address as shown above, are held and firmly bound unto the Obligee named above, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

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

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

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the TO Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined to be any and all of those persons supplying labor and materials (including lessors of the equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and subcontractors in the prosecution of the work provided for in the TO Agreement,

entitled to the protection provided by Section 9-113 of the Real Property Article of the Annotated Code of Maryland, as from time to time amended.

2. The above named Principal and Surety hereby jointly and severally agree with the Oblige that every claimant as herein defined, who has not been in full may, pursuant to and when in compliance with the provisions of the aforesaid Section 9-113, sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Oblige shall not be liable for the payment of any costs or expenses of any such suit.

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

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

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

Individual Principal

In Presence of:
Witness

(Name)

_____ as to

_____ (SEAL)

Co-Partnership Principal

In Presence of:
Witness

(Name of Co-Partnership)

_____ as to

_____ (SEAL)

Partner

_____ as to _____ (SEAL)
Partner

_____ as to _____ (SEAL)
Partner

Corporate Principal

Attest: _____ (Name of Corporation) AFFIX
CORPORATE
SEAL

_____ By: _____
Corporate Secretary President

Attest:

_____ (Individual or Corporate Surety)
Signature

Bonding Agent's Name: _____ By: _____
SEAL

_____ Title: _____
Agent's Address:

_____ (Business Address of Surety)

Approved as to form and legal
sufficiency this ____ day of _____
20__

Assistant Attorney General

Appendix 5 Proposal/Bid Bond

PROPOSAL/BID BOND

Bond No. _____

We, _____ as Principal, hereinafter called the Principal, and _____, a corporation duly organized under the laws of the State of _____, as Surety, hereinafter called the Surety, are held and firmly bound unto the State of Maryland, hereinafter called "State", for the sum of _____ for the payment of which sum, the Principal and the Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Identify project by number and brief description):

NOW, THEREFORE, if the Principal, upon acceptance by the State of its bid identified above, within the period specified therein for acceptance (ninety (90) days, if no period is specified), shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the State the difference not to exceed the penalty hereof between the amount specified in Principal's bid and such larger amount for which the State may in good faith contract with another party to perform the work covered by said bid, then the above obligation shall be void and of no effect.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the State, notice of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than ninety (90) calendar days in addition to the period originally allowed for acceptance of the bid.

Individual Principal

In Presence of:
Witness

(Name)

_____ as to

(SEAL)

Partnership Principal

In Presence of:
Witness

(Name)

_____ as to

(SEAL)

Partner

_____ as to

(SEAL)

Partner

_____ as to

(SEAL)

Partner

Corporate Principal

Attest:

(Name of Corporation) AFFIX
SEAL

Secretary

By:
President

Attest:

(Surety)

By:
Attorney-in-fact AFFIX
SEAL

Bonding Agent's Name

Agent's Address:

Approved as to form and legal
sufficiency this ____ day of _____
20__

Assistant Attorney General