

Request for Proposals

**STATEWIDE COMMUNICATIONS RESOURCE SHARING SOLICITATION
DBM-2017-RESOURCE**



Department of Budget and Management
Division of Policy Analysis
Procurement Unit

Issue Date: January 25, 2000

NOTICE

Prospective offerors who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address so that the amendments to the RFP or other communications can be sent to them.

Minority Business Enterprises are Encouraged to Respond to this Solicitation

STATE OF MARYLAND
NOTICE TO VENDORS/CONTRACTORS

In order to help us improve the quality of State bid and proposal solicitations, and make our procurement process more responsive and "business friendly," we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your bid, proposal, or "no bid," as the case may be. Thank you for your assistance.

Bid/Proposal Number: DBM-2017-RESOURCE entitled: STATEWIDE COMMUNICATIONS RESOURCE SHARING SOLICITATION

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

Other commitments preclude our participation at this time.

The subject of the solicitation is not something we ordinarily provide.

We are inexperienced in the work/commodities required.

Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)

The scope of work is beyond our present capacity.

Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)

We cannot be competitive. (Explain in REMARKS section.)

Time allotted for completion of the bid/proposal is insufficient.

Start-up time is insufficient.

Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)

Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)

MBE requirements. (Explain in REMARKS section.)

Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)

Payment schedule too slow.

Other:

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

REMARKS: _____

Vendor Name: _____ Date _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Request for Proposals

STATEWIDE COMMUNICATIONS RESOURCE SHARING SOLICITATION

DBM-2017-RESOURCE

RFP Issue Date: January 25, 2000

RFP Issuing Office: Department of Budget and Management

Procurement Officer: Jane Bailey
Telephone #: (410) 260-7678
Fax #: (410) 974-3274
E-mail: jbailey@dbm.state.md.us

Proposal(s) are to be sent to: Department of Budget and Management
Procurement Unit
45 Calvert Street, Room 137
Annapolis, Maryland 21401

Pre-Proposal Conference: March 2, 2000, at 1:00 p.m.
Department of General Services'
Conference Room, L-1
201 W. Preston Street
Baltimore, MD 21201

Closing Date and Time: Proposals may be submitted on any State business day
between the hours of 8:30 am and 4:30 pm until
January 24, 2005, at 2:00 p.m.

NOTE

This RFP is available on diskette in MSWord 97. Potential offerors wishing to receive this information on diskette may submit a written request along with a blank formatted 3-1/2" IBM compatible diskette to the Issuing Office. Information supplied on diskette is for convenience only. In cases of conflict between the diskette information and the actual written RFP, the written RFP document prevails. For copies of the written document, contact the Issuing Office.

TABLE OF CONTENTS

SECTION 1. GENERAL INFORMATION		
1.	SUMMARY STATEMENT	1
2.	DEFINITIONS	1
3.	ISSUING OFFICE	2
4.	PRE-PROPOSAL CONFERENCE	2
5.	CLOSING DATE.....	2
6.	DURATION OF OFFER	3
7.	REVISIONS TO THE RFP.....	3
8.	CANCELLATIONS; DISCUSSIONS.....	3
9.	ORAL PRESENTATIONS.....	3
10.	INCURRED EXPENSES	3
11.	ECONOMY OF PREPARATION.....	3
12.	DISPUTES	3
13.	MULTIPLE OR ALTERNATIVE PROPOSALS.....	4
14.	ACCESS TO PUBLIC RECORDS ACT NOTICE.....	4
15.	OFFEROR RESPONSIBILITIES	4
16.	REQUIRED CONTRACTUAL TERMS	4
17.	BID/PROPOSAL AFFIDAVIT	4
18.	AGREEMENT AFFIDAVIT.....	4
19.	MINORITY BUSINESS ENTERPRISES.....	5
20.	ARREARAGES	5
21.	SOLICITATION METHOD.....	5
22.	AWARD	5
23.	CONTRACT/AGREEMENT DURATION	6
24.	MULTIPLE AWARDS/COORDINATION OF MULTIPLE AGREEMENTS.....	6
25.	PROPOSAL FORMAT.....	6
26.	RECIPROCAL PREFERENCE.....	7
27.	PERFORMANCE BOND.....	7
SECTION 2. DESCRIPTION OF REQUIRED SERVICES AND DELIVERABLES		
1.	BACKGROUND.....	8
2.	SOLICITATION OBJECTIVES FOR THE NON-EXCLUSIVE USE OF THE STATE'S RIGHTS-OF-WAY	9
3.	SOLICITATION OBJECTIVES FOR THE NON-EXCLUSIVE USE OF THE STATE'S REAL ESTATE FOR WIRELESS COMMUNICATIONS INFRASTRUCTURE.....	12
4.	PROJECT TIMELINE	18
5.	SYSTEM ACCEPTANCE.....	18
6.	MAINTENANCE	18
7.	OFFEROR EXPERIENCE AND CAPABILITIES	18
8.	FINANCIAL CAPABILITIES AND INSURANCE	19
9.	ECONOMIC BENEFITS FACTORS.....	20
SECTION 3. EVALUATION AND SELECTION PROCEDURE		
1.	EVALUATION COMMITTEE.....	21
2.	PROPOSAL EVALUATION CRITERIA.....	21
3.	VALUE TO THE STATE PROPOSAL FORM.....	21
4.	PROPOSAL VALUE CERTIFICATION	21
5.	FINAL RANKING AND SELECTION FOR AWARD.....	21
6.	NEGOTIATIONS	21
ATTACHMENTS		
ATTACHMENT A	VALUE TO THE STATE PROPOSAL FORM	
ATTACHMENT B	BID/PROPOSAL AFFIDAVIT	
ATTACHMENT C	AGREEMENT AFFIDAVIT	
ATTACHMENT D	MINORITY BUSINESS ENTERPRISE PARTICIPATION INSTRUCTIONS AND FORMS	
ATTACHMENT E	ADDENDA ACKNOWLEDGMENT FORM	
ATTACHMENT F	PERFORMANCE BOND	
ATTACHMENT G	BUSINESS ENTERPRISE INFORMATION FORM	
ATTACHMENT H	SHA RESOURCE SHARING UTILITY POLICY	

SECTION 1. - GENERAL INFORMATION

1.1. SUMMARY STATEMENT

1.1.1. The State of Maryland is soliciting proposals to offer the use of its existing communications infrastructure and real estate, highways, roads, bridges and other rights of way and assets (hereinafter called "rights-of-way") for the mutual benefit of the people of the State of Maryland. The State desires to have a high performance communications system and/or infrastructure installed along these rights-of-way. The State wishes to receive communications equipment, services, or cash in exchange for non-exclusive use of these rights-of-way, space on existing facilities and/or real estate to build new facilities. Additionally, the State wishes to receive revenue by sharing in any returns gained from excess capacity built into the "system"; e.g., additional bandwidth, spare fibers and/or inner ducts, etc. Please refer to Section 2 of this solicitation for detailed specifications.

1.1.2. It is anticipated that as the market place evolves, offeror and State requirements will also change. Therefore, the State will keep this solicitation open until January 24, 2005. Proposals will be reviewed in the order that they are received. If the State determines that the proposal has value to the State, notice will be published in the Maryland Contract Weekly notifying the public that the State has received an offer and that other interested parties may submit their proposal within twenty (20) days of the notice date identified in the Maryland Contract Weekly.

1.1.3. The State reserves the right to make multiple awards for the duration of this solicitation. Should the State make multiple awards to different offerors, installation efforts must be done in coordination with the State of Maryland and other contractor(s).

1.1.4. Certain terms and conditions of this resource sharing project are open to negotiation and may vary from proposal to proposal and from contract to contract notwithstanding similarities in proposals. While offerors may propose alternate terms and conditions, the State reserves the right to accept, reject or modify the alternate terms and conditions to best suit the State's needs as determined by the State.

1.2. DEFINITIONS

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

ASTM	- American Society for Testing and Materials
BPW	- Board of Public Works
CEV	- Closed Environmental Vault
CHART	- Chesapeake Highway Advisories (for) Routing Traffic
EIA	- Electronic Industries Association
EMI	- Electromagnetic Interference
ERP	- Effective Radiated Power
FAA	- Federal Aviation Administration
FCC	- Federal Communications Commission
GHz	- Gigahertz
ITS	- Intelligent Transportation System
Lead Offeror	- Offeror that constructs a facility
LATA	- Local Access and Transport Area
LIU	- Line Interface Units
MBE	- Minority Business Enterprise

Offeror(s)	- Contractor that responds to this solicitation, including the lead offeror
RF	- Radio Frequency
RFI	- Radio Frequency Interference
ROW	- Rights-of-Way
SONET	- Synchronous Optical Network
TIA	- Telecommunications Industry Association

1.3. ISSUING OFFICE

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

Department of Budget and Management
 Procurement Unit
 45 Calvert Street, Room 137
 Annapolis, Maryland 21401
 Telephone #: (410) 260-7678
 Fax #: (410) 974-3274
 E-mail: jbailey@dbm.state.md.us

1.3.2. The Procurement Officer is Jane Bailey.

1.4. PRE-PROPOSAL CONFERENCE

1.4.1. A Pre-Proposal Conference will be held on March 2, 2000, beginning at 1:00 p.m. in the Department of General Services' Conference Room, L-1, 201 W. Preston Street, Baltimore, MD. Attendance at the Pre-Proposal Conference is not mandatory but all interested offerors are encouraged to attend

1.4.2. Questions, both oral and written, will be accepted from prospective offerors. Written questions for the Pre-Proposal conference must be submitted to the Issuing Office by February 29, 2000. Any questions subsequent to the Pre-Proposal conference must be submitted in writing to the Issuing Office by March 24, 2000, and will be answered in writing. Questions may be submitted by facsimile, email or mail. A summary of the Pre-Proposal Conference and all questions and answers will be distributed to all prospective offerors known to have received this RFP.

1.5. CLOSING DATE

This RFP is an open solicitation. Proposals may be submitted to the Issuing Office on any State business day between the hours of 8:30 am and 4:30 pm until January 24, 2005. However, offerors are reminded there are finite amounts of rights-of-way and facilities available and offers should be submitted at the earliest possible time. An original, clearly marked as "ORIGINAL" and ten copies marked "COPY" of each proposal must arrive at the Issuing Office in order to be considered. Except as provided in COMAR 21.05.02.10, proposals or unsolicited amendments to proposals arriving after the closing time and date will not be considered.

1.6. DURATION OF OFFER

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date. This period may be extended at the Procurement Officer's request only by an offeror's written agreement.

1.7. REVISIONS TO THE RFP

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

1.8. CANCELLATIONS; DISCUSSIONS

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

1.9. ORAL PRESENTATION

Offerors may be required to make oral presentations to State representatives in order to clarify their proposals. Representations made during the oral presentation become part of the offeror's proposal and are binding if the contract is awarded.

1.10. INCURRED EXPENSES

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

1.11. ECONOMY OF PREPARATION

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

1.12. DISPUTES

Any disputes relative to this solicitation shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.13. MULTIPLE OR ALTERNATIVE PROPOSALS

An offeror may submit multiple proposals in response to this solicitation. The proposals must meet all of the requirements of this solicitation. The complete proposal shall be designated as "Primary Proposal" and both technical and financial proposals labeled as such. Each additional proposal shall be labeled "Proposal #2," "Proposal #3," etc.) and labeled as such. Each multiple proposal is to include only that information which differs from the primary proposal.

1.14. ACCESS TO PUBLIC RECORDS ACT NOTICE

An offeror should identify those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide, upon request, justification why such materials, if requested, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Offerors are advised that, upon request for this information from a third party, the Procurement Officer will be required to make an independent determination whether the information may be disclosed (see COMAR 21.05.08.01).

1.15. OFFEROR RESPONSIBILITIES

The State will enter into contractual agreement only with the selected offeror. The selected offeror shall be responsible for all products and services required by this RFP. Except as noted below, subcontractors, if any, must be identified and a complete description of their role relative to the proposal must be included in the proposal. Subcontractors retained for the purpose of meeting the established MBE participation goal for this solicitation must be identified as provided in Attachment D, "Minority Business Enterprise Participation Instructions and Forms" of this RFP.

1.16. REQUIRED CONTRACTUAL TERMS

Contracts with the State will be subject to the provisions of this solicitation provided that all terms of the solicitation are open to negotiation subject to the provisions of Section 1, paragraphs 1.1.3 and 1.1.4 of this solicitation.

1.17. BID/PROPOSAL AFFIDAVIT

All proposals submitted by an offeror must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment B, "Bid/Proposal Affidavit" of this RFP.

1.18. AGREEMENT AFFIDAVIT

All offerors are advised that if an agreement is awarded as a result of this solicitation, the successful offeror will be required to complete an Agreement Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C, "Agreement Affidavit" of this RFP. This Affidavit need not be submitted with an offeror's proposal but must be provided upon notice of award.

1.19. MINORITY BUSINESS ENTERPRISES

Offerors are strongly encouraged to include a Maryland certified minority firm(s) in a teaming arrangement with your firm to perform a portion of the work included within the scope of the contract. Project involvement on the part of a minority firm(s) may include but is not limited to the provision of technology services, engineering design, architectural work and other professional services associated with this project. MBE requirements are specified in Attachment D, "Minority Business Enterprise Participation Instructions and Forms" of this RFP.

A current directory of MBEs is available through the Department of Transportation, Office of Minority Business Enterprise at 410-865-1269. Up-to-the-minute MBE information is available via the web site "www.mdot.state.us" and select "MBE Program".

1.20. ARREARAGES

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

1.21. SOLICITATION METHOD

The solicitation and evaluation of proposals, the award of contracts, and the terms and provisions of contracts will be subject to the requirements of State law governing the conveyance by the State of an interest in real property of the State of Maryland. Such activities will not be subject to any of the provisions of the General Procurement Law, Division II of the State Finance and Procurement Article of the Annotated Code of Maryland, or to the State Procurement Regulations, COMAR Title 21, except as otherwise required by law. Notwithstanding any other provision of this solicitation, the State, solely for guidance and only to the extent deemed practicable in the sole discretion of State officials, will follow the procedures of COMAR 21.05.03., Competitive Sealed Proposals, during the course of the solicitation and evaluation of proposals and award of conveyances under this solicitation. Use of the words "procurement" or "contract" in this solicitation shall not be construed to mean that this solicitation and any awards resulting from it are subject to the General Procurement Law or the State Procurement Regulations. Conveyances to successful offerors may take the form of rights of way, easements, agreements, or other instruments appropriate for the conveyance of an interest in real estate. The word "contract" or "agreement" as used in this solicitation means the final written instrument or agreement between the parties, whether it is a right-of-way, an agreement, or other form of agreement or conveyance. Any assignments of the property will be subject to the approval of the Board of Public Works (BPW).

1.22. AWARD

Award by the State will not be final and complete until after (1) the owning agency approves the use of the rights-of-way (ROW) or the designated communications site or other conveyance and proposed contract/agreement, (2) any awards are approved by the Board of Public Works, (3) the offeror submits complete and satisfactory documentation required by the Board of Public Works, (4) the State executes a contract/agreement and forwards it to the offeror.

1.23. CONTRACT/AGREEMENT DURATION

The contract/agreement period shall begin upon award and will have a term as provided by agreement between the State and the offeror.

1.24. MULTIPLE AWARDS/COORDINATION OF MULTIPLE AGREEMENTS

The State will consider award of multiple contracts/agreements if determined to be in the best interests of the State. If multiple contracts/agreements are executed, the State will oversee coordination of installation activities. Offerors will coordinate their work with the efforts of others in good faith.

1.25. PROPOSAL FORMAT

Offerors must submit proposals in two parts:

Volume I - Technical Proposal
Volume II – Value to the State Proposal

1.25.1. TECHNICAL PROPOSAL

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

Technical proposals must be submitted in a separate sealed package labeled "Technical Proposal" and must bear the name of the offeror, the name and number of the RFP and the closing date for proposals on the outside of the package. Inside this package, an original clearly labeled as "ORIGINAL" and ten copies marked as "COPY" shall be provided. The technical proposal shall include:

1.25.1.1.EXECUTIVE SUMMARY

The offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The summary shall provide a broad overview of the contents of the entire proposal.

1.25.1.2.PROPOSED SERVICES - WORK PLAN

Provide a detailed discussion of the offeror's service capabilities and approaches to address the requirements outlined in Section 2 of this RFP. Fully explain how the proposed services will satisfy the requirements of the RFP. Indicate all significant capabilities or issues that will be examined to fulfill the scope of work.

1.25.1.3.REQUIRED SUBMISSIONS

- Bid/Proposal Affidavit - Attachment B
- Certified MBE Utilization and Fair Solicitation Affidavit - Attachment D-1
- Addenda Acknowledgement Form – Attachment E
- Business Enterprise Information Form – Attachment G

1.25.2. VALUE TO THE STATE PROPOSAL

Under separate sealed cover from the technical proposal and clearly identified with the same information noted on the technical proposal, the offeror must submit an original, clearly labeled as “ORIGINAL” and **ten** copies marked as “COPY” of the Value to the State Proposal. *Attachment A, “Value to the State Proposal Form”* is included in this solicitation. This form is organized so that offerors can submit their offer for each item of equipment and service requested in this solicitation.

1.26. RECIPROCAL PREFERENCE

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, according to COMAR 21.05.01.04, the Department may apply, where applicable, the same preference against an out-of-State business that the business's home state would apply against a vendor whose principal office or base of business is located in Maryland.

1.27. PERFORMANCE BOND

The State reserves the right to require a performance bond for the period of the contract award based on the scope of work proposed. The amount of any Performance Bond will be determined prior to award. If required, the Performance Bond shall be delivered to the State by the offeror(s) prior to final award. The Performance Bond must be in the form attached hereto as *Attachment F, “Performance Bond”*.

SECTION 2. - DESCRIPTION OF REQUIRED SERVICES AND DELIVERABLES

2.1. BACKGROUND

2.1.1. Resource sharing, the concept being implemented through this solicitation, involves the State offering non-exclusive use of its rights-of-way, its valuable existing communications infrastructure and its real estate to offeror(s) for communications systems installed, operated and maintained by the offeror(s) in exchange for communications equipment, services, or cash. Maryland desires to form strategic alliances with firms whereby private companies or consortiums of companies will gain long term access to Rights-of-Way (ROW) along the State's highway system and other state-owned land, access on existing communications infrastructure and/or access to real estate to build new facilities in exchange for consideration. **The terms and conditions of this resource sharing project are open to negotiation unless otherwise noted in this solicitation except to the extent that such proposals are in conflict with State law.**

2.1.2. The State of Maryland wishes to receive communications services to support multiple statewide applications including for example, the Maryland Intelligent Transportation System (ITS) program called Chesapeake Highway Advisories (for) Routing Traffic (CHART), the statewide networking project called Net.Work.Maryland, data and voice communications, video teleconferencing, and other broadband services in exchange for the use of its rights-of-way, existing communications infrastructure and real estate. In addition to bandwidth, the State is seeking to realize value by sharing in any returns to offerors gained from utilization of excess capacity built into the infrastructure.

2.1.3. The State has provided a list of potential available communications sites for private companies to consider as Appendix I, "Potential Available Communications Sites". The offeror must submit a separate proposal for each site they desire to use. Multiple sites may be proposed, however, each individual site must be identified separately in both the technical and price portions of the offeror's response. The State will then evaluate proposals for the shared use of these facilities. Offerors may also submit proposals for the use of sites not listed in this solicitation. In return for the use of these existing facilities, the selected offeror(s) may be required to provide improvements or repairs to the site. Additionally, the offeror(s) may be required to provide and install State-specified communications equipment. The selected offeror(s) will be responsible for any and all engineering and associated costs for improvements and/or interference (intermodulation) studies or for resolving complaints concerning interference.

2.1.4. The State is offering firms and/or a consortium the opportunity to submit proposals for the non-exclusive use of any of the aforementioned resources not needed to support present and/or future State applications. It is the intent of the State to consider all proposals and to accept offers that will be in the best interests of the State. The State reserves the right to accept any offer that provides value to the State. Conversely, the State reserves the right to reject offers that are deemed not to provide sufficient value to the State.

2.1.5. Because of the public safety nature of the existing facilities and the need for secure, reliable communications, use of these sites will require occupants to meet strict criteria, at sole cost, for site security, engineering services and construction practices. The following agencies have resources that they may be willing to share with commercial offerors:

1. **State Highway Administration (SHA)**
2. **Maryland Transportation Authority (MdTA)**
3. **The Mass Transit Administration (MTA)**
4. **Department of Natural Resources (DNR)**
5. **Department of the Maryland State Police (MSP)**
6. **Department of General Services (DGS)**
7. **Department of Public Safety and Correctional Services (DPSCS)**
8. **Maryland Institute for Emergency Medical Services System (MIEMSS)**
9. **Department of Juvenile Justice (DJJ)**
10. **Maryland Department of the Environment (MDE)**
11. **Maryland Emergency Management Agency (MEMA)**

2.2. **SOLICITATION OBJECTIVES FOR THE NON-EXCLUSIVE USE OF THE STATE'S RIGHTS-OF-WAY**

2.2.1. The State is primarily seeking proposals for the installation of fiber optic cable along State rights-of-way; however, any offer of communication services that will provide value to the State will be considered. Use of the rights-of-way will be non-exclusive to the extent that technical requirements and space permit.

2.2.2. The highway rights-of-way being offered total approximately 5000 miles. All non-toll highway rights-of-way are being offered by the State Highway Administration (SHA). The toll corridors such as I-95, and major bridges and tunnels are being offered by the Maryland Transportation Authority (MdTA). Subway and Light Rail routes are being offered by the Mass Transit Administration (MTA). Park lands and rail trails are being offered by the Department of Natural Resources (DNR). The Department of Budget and Management, Office of Information Technology, will act as the single interface/point of contact for the State for the purposes of this solicitation. All installations must be fully compliant with State and local regulations and other policies.

2.2.3. **USE OF EXISTING FIBER OPTIC INFRASTRUCTURE**

In the event anticipated CHART or Net.Work.Maryland telecommunication needs are to be otherwise accommodated based on proposals received as a result of this solicitation, thus rendering portions of the existing shared infrastructure surplus to the State's needs, the State will consider offering such surplus dark fiber optic cables installed under previous resource sharing projects.

2.2.3.1. The initial resource sharing project, which began in 1994, provided the State with a 48 fiber cable, SONET electronics and bandwidth equivalent to an OC-12 (622 Mbps) for the State's use. The cable is buried in conduit that extends for 75 miles from the Maryland-Pennsylvania border 13 miles south along the DNR rail trail, south down I-83 to I-695, west on I-695 to I-95 southbound to I-495 and ending at College Park, Maryland. An additional spur is installed along I-195 to the SHA Operations Center at Hanover, Maryland.

2.2.3.2. In 1999, the State received high-speed, high-capacity 24-strand fiber optic cable and the related duct conduit systems along each of the following highway segments: Baltimore to the

Delaware State line (I-95), Baltimore to Washington, DC (I-97 to US-50 to MD 704), Washington, DC to Frederick (from the Virginia State line along I-495 to I-270), Frederick to the Maryland/West Virginia State line (I-70 to I-68 to the West Virginia State line) and the Nice Bridge to Washington, DC (I-301 to MD 227 into Washington, DC). With these cables and duct conduit systems, the State will be provided with a high-speed, high capacity telecommunications backbone covering three of the State's four Telecommunications Regions (Local Access Transport Areas).

2.2.3.3. In addition, the State is offering existing fiber optic cable infrastructure in Baltimore and Annapolis. The State received two twelve strand fiber optic cable bundles in early 1999 which were installed between the Johns Hopkins Station and the Owings Mills Station of the MTA's Baltimore Metro rapid rail transit system. This system provides a high-speed, high capacity telecommunications network along the same route, serving all Metro sites in between, as well as the MTA's Operations Control and Communications facility.

2.2.3.4. An additional existing fiber optic cable infrastructure in Baltimore was initially conceived and installed to support voice communications for State facilities (purchased in Baltimore) that encompass the "Baltimore Master Plan", which was developed in calendar year 1994. In this case, because voice communication was the primary driver, 8 multi-mode and 4 single mode fibers were installed. The existing fiber optic infrastructure connects the State Office Complex on Preston Street in Baltimore to 311 West Saratoga , 1100 North Eutaw , 200 West Baltimore, 500 North Calvert, 217 East Redwood and 6 St. Paul, which are all State owned buildings. The fiber optic infrastructure is terminated into Line Interface Units (LIUs). The entire installation has been certified that it meets or exceeds EIA/TIA industry standards.

2.2.3.5. The Annapolis fiber optic infrastructure was initially installed during calendar year 1995 to support an energy management system for State facilities in the Annapolis complex. Each location is connected by a fiber optic cable with either 20 multi-mode and 4 single mode fibers or 8 multi-mode and 4 single mode fibers. The existing fiber optic infrastructure connects the Tawes Complex, Archives, Central Services, Lowe House of Delegates, Legislative Services, State House, Government House, Income Tax, Treasury, Data Center and the Attman Glazer buildings. All fiber optic cables installed in the Annapolis complex are terminated in patch panels. The entire installation has been certified that it meets or exceeds EIA/TIA industry standards.

2.2.4. Examples of proposals of interest to the State include but are not limited to:

2.2.4.1. Transmission facilities or bandwidth for use in conjunction with the CHART program and the Net.Work.Maryland project;

2.2.4.2. Connection of State facilities near highway rights-of-way and to SHA's and MdTA's ITS devices;

2.2.4.3. Electronics, equipment, and connectivity required to make fiber optic cable installed by the offeror(s) for the use of the State fully operational and functional;

2.2.4.4. Transmission facilities or bandwidth for communications services for applications such as wide area data networking, voice services, video teleconferencing, video distance learning, Internet access, etc.;

2.2.4.5. Reduction of the State's communications costs;

2.2.4.6. Maintenance and management of facilities installed by the offeror(s) for use by the State,

2.2.4.7. Cash payments for the use of State resources; and/or

2.2.4.8. Any other consideration offered by an interested offeror and deemed to be of value to the State.

2.2.5. SYSTEM/SERVICES DESCRIPTION

Describe in general what economic benefit the State will derive from your proposal by addressing the following issues at a minimum: detailed description of proposal offering, duration of offering, infrastructure architecture, intended business application(s), etc. Detail the economic benefit in the **VALUE TO THE STATE** proposal. Any information deemed proprietary and confidential with respect to the offeror's proposal should be so marked.

2.2.6. ROW/HIGHWAY CONSTRUCTION STANDARDS

All users of State rights-of-way must comply with the appropriate permitting and construction standards of the resource owning agency. Specific construction and permitting information will be available upon request from the Issuing Office.

2.2.7. SHA RESOURCE SHARING UTILITY POLICY

Attachment H, "SHA Resource Sharing Utility Policy", outlines the Resource Sharing Utility Policy of the State Highway Administration. All agreements using SHA land or rights of way must comply with this policy.

2.2.8. NETWORK MANAGEMENT/MONITORING CAPABILITIES

For proposals that involve the provisioning of system infrastructure for the State's use, offerors must describe their network management and monitoring capabilities, including mean time to repair in the event of a failure.

2.2.9. NETWORK GROWTH POTENTIAL AND MIGRATION

In order to meet future business needs, it is desired that the communications bandwidth provided be able to grow and migrate to higher capacity in conjunction with new requirements without additional construction. Describe your proposed system's ability to migrate to higher bandwidth and how this would be accomplished. Also describe, in detail, what benefits the State would receive as part of this migration (i.e. technological refreshment, additional capacity, additional compensation).

2.3. SOLICITATION OBJECTIVES FOR THE NON-EXCLUSIVE USE OF THE STATE'S REAL ESTATE FOR WIRELESS COMMUNICATIONS INFRASTRUCTURE

2.3.1. REFERENCE DOCUMENTS

Several references to published standards and specifications are contained in this document. Because these standards and specifications are constantly being revised and updated, it is the responsibility of the offeror to research these standards and ensure compliance with the latest version.

- ASTM A-325 - Specifies shear and pulling forces on metal construction members
- EIA/TIA-222 - Specifies tower construction stress analysis for site locations and weather
- ASTM D-1586 - Penetration tests to measure compression, uplift and lateral loads for foundation design
- FCC Form 600 - Site radio licensing applications
- FAA Form 7460 - Notice of Proposed Construction or Alteration
- CFR 47 Part 17- Construction, Marking and Lighting of Antenna Structures
- FAA Part 77- Objects Affecting Navigable Airspace
- State/Local - Special zoning and land use considerations

2.3.2. GENERAL REQUIREMENTS FOR PROPOSALS ADDRESSING THE NON-EXCLUSIVE USE OF THE STATE'S REAL ESTATE FOR WIRELESS COMMUNICATIONS INFRASTRUCTURE

The following items are to be considered as guidelines for interested parties to formulate proposals for the use of State communications sites. Agencies may issue specific requirements for specific locations. Agencies may also determine a minimum acceptable equivalent monetary value for use of specific sites.

Offerors must address each of the following elements individually for **each** location included within the scope of their offer:

- i. ease of tower erection, if applicable;
- ii. power availability;
- iii. construction constraints;
- iv. neighboring buildings;
- v. environmental impact;
- vi. availability of public utility company power;
- vii. zoning approvals, if required;
- viii. availability of public switched telephone lines, if necessary;
- ix. road access for maintenance;
- x. site access road maintenance (gravel, pothole repairs, weed control, etc.);
- xi. security for all tower users;
- xii. emergency generators and their refueling;
- xiii. insurance for tower users, erectors and maintenance organizations;
- xiv. project timeline with milestones; and
- xv. local government/community acceptance.

2.3.3 PROPOSED AGREEMENT REQUIREMENTS

2.3.3.1 As part of this resource sharing agreement, the State will retain ownership of all assets, subject to the rights of the offeror under this agreement. Equipment placed upon the communications structure or within the accompanying equipment shelter, for the offeror's use, shall remain the property of the offeror. All fixed assets, e.g. a communications tower, equipment shelter, backup generator, etc. shall become the property of the State at the commencement of the agreement.

2.3.3.2 It is a mandatory requirement that the offeror must comply with all applicable FCC and FAA rules and regulations pertaining to obstruction markings, antenna support structure maintenance, etc., (currently CFR 47 part 17 and FAA part 77, latest revision). The FAA and FCC require immediate notification, per CFR 47 Part 17.48 and CFR 47 Part 90.444(2), of any antenna support structure lighting failures. The offeror maintaining the structure shall assume full responsibility for any fines imposed upon the licensees for failure to comply with FCC and FAA regulations.

2.3.3.3 The State will reserve antenna support structure space for its exclusive use. The State reserves the right to determine the optimal location for State communications requirements and to reserve that location for immediate or future use, with no impact on other reserved State antenna support structure space. For newly constructed structures, the State reserves the right to locate antennas on the structure, at any location, after the structure is completed and before the structure is offered for agreement to other interested parties.

2.3.3.4 Any new structures will require that the occupants comply with State environmental criteria, both interior and exterior, based on projected building equipment load and with all other applicable construction standards.

2.3.3.5 In exchange for access and use of the antenna support structures, the State may receive cash, equipment, or services equivalent to a mutually agreed upon estimated usage cost over the expected term of the proposed structure space usage. The offeror shall list the equivalent monetary value of any proposed equipment or services as the Total Value to the State portion of the Attachment A, "Value to the State Proposal Form". Alternatively, the agency owning the site may elect monthly/yearly payments in exchange for using the structure space.

2.3.3.6 For space sharing proposals submitted by the offeror, the State will enter into an occupying agreement for the space sharing in exchange for cash, monthly/yearly agreement fees, equipment, services, and/or other mutually agreeable revenue as part of a resource sharing initiative. A typical agreement of the resource owning agency will be provided upon request from the Issuing Office. Agreements, such as rights of entry, permits, leases, etc., will be executed by the State and the offeror.

2.3.3.7 Each lead offeror will be responsible for conducting intermodulation studies and resolving all interference problems.

2.3.3.8 The offeror may be required to provide any required utilities upgrades and grounding based on current and/or projected BTU and power loading requirements, as part of the proposal package.

2.3.4 ENGINEERING SERVICES

Assuring the integrity of the communications site requires sound physical control of the environment at the facility. The offeror shall be responsible for assuring that the proper environment for optimal communications is maintained at each site. These responsibilities shall include, but not be limited to:

2.3.4.1 Communications system engineering as required by State and local agencies.

2.3.4.2 Electrical and construction engineering analysis of proposed new equipment and State requirements.

2.3.4.3 Radio frequency compatibility studies to eliminate probability of interference among site users.

2.3.4.4 Communications facility mechanical engineering studies and analysis of proposed new equipment and State requirements.

2.3.5 TOWER PRE-CONSTRUCTION PLANNING AND CONSTRUCTION PRACTICES

2.3.5.1 Offerors may propose agreements of real estate to construct communications towers and facilities. Numerous technical and site management factors must be considered during the planning and pre-construction phases of communications towers and other facilities. The following are worthy of consideration:

2.3.5.2 The proposed tower location must support the wireless coverage needs for State and all offeror(s). The lead offeror should plan for at least three (3) additional offerors.

2.3.5.3 After it is determined that a location meets wireless coverage needs of all parties, the site must be surveyed to determine if there is sufficient room to build a guyed tower. A guyed tower requires sufficient room to locate the guyed wire foundations, symmetrically spaced 120-degrees apart around the tower base. Typical guy foundations should also be within 10% of the tower height. Guys must not pass over a road, building or walkway.

2.3.5.4 If there is insufficient room for a guyed tower, the property must be surveyed for construction of a self-supporting tower.

2.3.5.5 Potential tower site locations shall be evaluated in terms of ease of tower erection, access, power availability, construction constraints, neighboring buildings and environmental impact.

2.3.5.6 The location must be acceptable for tower construction from a topography consideration.

2.3.5.7 The number of antennas, feed line types, and positions on the tower must be determined. Reserved spaces and proposed antenna types for the reserved spaces must be designated.

2.3.5.8 Tower site locations must have sufficient space to accommodate an equipment building or shelter and fencing for security.

2.3.5.9 Offerors are responsible for obtaining soil borings from the proposed tower site location. A sample soil boring data log is provided as *Appendix II, "Sample Soil Boring Log"*. Soil boring data must be certified by a licensed Professional Engineer (PE). Tower base support structures must be designed in accordance with all applicable Federal, State, local and manufacturer's standards and requirements. Tower base support structure designs and soil boring data may be reviewed prior to entering into an agreement with the offeror. The State makes no representations as to sub-soil or sub-surface conditions at any site. Offerors will take each site "as is".

2.3.5.10 The proposed tower shall meet or exceed the latest design, fabrication and windloading standards of EIA 222 standards. The proposed tower must be designed for, as a minimum, 90 mile per hour winds with a 1/2" coating of radial ice. The State reserves the right to specify more stringent design criteria prior to entering into an agreement with the offeror for specific locations as outlined in Section C.3, General Requirements and any associated appendices. The offeror shall provide the State with design drawings and structural analysis reports for the tower, prior to construction.

2.3.5.11 Proper and thorough grounding methods shall be employed to provide maximum protection from lightning hazards, including 12-foot copper rods driven into the ground at each tower leg, and copper bonding of ground rods to each tower leg.

2.3.5.12 Antenna and transmission line installations shall be grounded in accordance with accepted engineering practices and the equipment manufacturer's recommendations. Particular attention shall be given to waterproofing connectors and cable splices.

2.3.5.13 The tower shall be hot dip galvanized and cured.

2.3.5.14 Anchor bolts shall meet or exceed the latest version of ASTM A-325 quality standards.

2.3.5.15 Tower sections shall be assembled on ground level and elevated to assure straightness.

2.3.5.16 The offeror shall provide and install all tower lighting equipment which shall meet current FCC and FAA lighting requirements. Optical sensors and medium-intensity white strobe lights shall be provided unless otherwise required by FCC or FAA regulations. All lighting and sensors shall be approved by the State.

2.3.5.17 Upon completion of tower installation, the offeror shall regrade and seed the land so that it conforms to the grade and appearance of the surrounding land. The offeror shall remove and dispose of any excess material from the property. Disposition of the material shall be approved by the State prior to its removal.

2.3.5.18 All tower materials and equipment shall be fully guaranteed against defects in materials and workmanship for a minimum period of two (2) years or the manufacturer's standard warranty period, whichever is longer, after installation and final acceptance.

2.3.5.19 LOCAL GOVERNMENT/COMMUNITY ACCEPTANCE

When proposing construction at a site on State property and where no tower currently exists, the Offeror must agree, prior to an award, to obtain local government approval for the proposed tower site and submit that approval to the State for its review. Upon completion of local government approval and subject to State review and final acceptance, the State will proceed with award approval. Proposals that do not receive local government approval will not be considered further.

2.3.6 NEW CONSTRUCTION

This section provides a planned approach for the construction of radio towers and equipment shelters on state-owned property and is particularly applicable to commercial enterprises that may be contractually allowed to construct facilities on state-owned real estate.

2.3.6.1 The State may permit offerors to construct new communications facilities at designated (mutually agreeable) sites as proposed by either the State or the offeror. The offeror will be required to assume all costs for engineering, construction, permits, environmental impact, coverage, etc., required to construct new or additional communications structures. A detailed description of proposed improvements and/or construction must be included.

2.3.6.2 The offeror will be required to create and maintain the master site file for every site where equipment is installed or modified. The State shall specify the format and content for the master file and all required reports. This site file shall contain all pertinent information on the site, including a history of all engineering studies performed on the site and any other information requested by the State. A duplicate file shall be provided to the State and State agencies, as specified by the State.

2.3.6.3 The offeror must ensure that all equipment and antenna installations, maintenance, modifications, and removals are performed in accordance with all applicable State and Federal rules and regulations and applicable industry standards.

2.3.7 EXISTING STRUCTURES

2.3.7.1 The current owning agency will retain ownership of the entire building(s) and structure(s). The State shall determine the available existing space for potential usage. The offeror shall evaluate the condition of the facility and make recommendations for facility upgrade, renovation and adequacy of the structure to support existing, proposed, and future communications requirements.

2.3.7.2 The offeror may improve existing structures or provide additional new structures. New structures shall be subject to the terms listed in Section 2.3.6.

2.3.7.3 Security to the facility shall be controlled by security keys or passes, magnetic keyed (or similar) security doors, video surveillance, etc. On-site supervision or security personnel may be required at State-identified sites.

2.3.7.4 If a site and facility installation plan for the existing facility does not exist, the offeror may develop one, to include present and proposed equipment. The offeror may also make recommendations for site and facility expansion to accommodate future communications systems proposed by the State or a potential tenant. All such plans shall become the property of the State.

2.3.7.5 The offeror may be required to provide any required utilities upgrades and grounding, based on current and projected BTU and power loading requirements, as part of the proposal package.

2.3.7.6 General Requirements

- i. Equipment shall be installed in a manner consistent with the approved facility installation plan. The equipment shall be easily accessible for preventive maintenance and repair/replacement. Under no circumstances shall equipment have less than 24" of clearance for maintenance access.
- ii. The equipment room shall have a cable tray system installed to hold antenna cables overhead. A cable access port between the room and the exterior of the building is required. This access port shall be water tight.
- iii. The installation plan shall determine the shortest run for the antenna cable. Antenna cable shall adhere to this plan unless a new configuration is required to minimize tray loading or to reduce potential maintenance hazards. All modifications to the approved installation plan shall be approved by the State.
- iv. The offeror shall be responsible for ensuring that adequate electrical service is available to meet or exceed requirements. As part of the agreement, the offeror must provide electrical and BTU requirements for the proposed equipment. The offeror shall ensure that each installation is provided with a separate circuit and circuit breaker. The State reserves the right to require metering facilities for each individual circuit.
- v. Appendix III, "Prefabricated Fiberglass/Concrete Building General Specifications", must be followed.

2.3.7.7 System Protection Requirements

- i. The offeror shall be responsible for performing an analysis of the facility grounding system. The offeror shall be responsible for determining if any alterations are required to adequately protect existing and potential future equipment from lightning and power surges.
- ii. All new constructions and renovations are required to incorporate a halo grounding system into the facility design. The halo grounding system should be integrated into the main grounding system. The offeror shall ensure that the main and halo grounding systems are within the accepted minimum specifications as determined and approved by the State.
- iii. The offeror shall test, or have tested, the grounding system to ensure compliance with accepted standards immediately prior to and after installation of the proposed equipment. The offeror shall immediately notify the State of the failure of the grounding system to meet specifications and shall recommend a course of action necessary to correct any deficiencies.

- iv. The offeror shall ensure that all equipment installed in or on the facility includes approved in-line lightning protection devices.
- v. Appendix IV, "Grounding and Lightning Protection Guidelines and Specifications for Communication Shelters" must be followed.

2.3.8 EQUIPMENT SPECIFICATIONS – COMPLIANCE WITH STANDARDS

Offerors shall include specifications for equipment to be installed at tower sites. Equipment must be compliant with required standards. Offerors may not install substandard equipment. Failure to comply with required equipment standards shall abrogate the agreement.

2.3.9 SITE VISITS

Offerors may be permitted to inspect the various sites identified in Appendix I, "Potential Available Communications Sites" by contacting the appropriate agency and arranging for a site visit. It is the responsibility of the Offeror to arrange these visits.

2.4 PROJECT TIMELINE

Offerors must submit a project timeline and specify a project completion date.

2.5 SYSTEM ACCEPTANCE

The offeror(s) must certify in writing to the State that the facilities and equipment are installed and ready for operational testing and operational service.

2.6 MAINTENANCE

The State desires full maintenance and service during the contract period at no additional cost to the State. Offerors must state and fully describe the maintenance and service offered to the State during the contract period.

2.7 OFFEROR EXPERIENCE AND CAPABILITIES

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

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

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

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

2.7.4.1 The offeror's ability to manage projects of comparable size and complexity.

2.7.4.2 The quality and breadth of services provided by the offeror.

2.7.4.3 Each client reference to include the following information:

Name of client organization.

Name, title, and telephone number of Point of Contact for client organization.
Value, type, and duration of contract(s) supporting client organization.

2.7.4.4 The services provided, scope of the contract, geographic area being supported, performance objectives being satisfied, and improvements made to client systems (e.g., reduction in operation/maintenance costs while maintaining or improving current performance levels).

2.7.4.5 An explanation of why the offeror is no longer providing the services to the client organization, if the offeror is no longer serving this client.

2.8 FINANCIAL CAPABILITIES AND INSURANCE

The offeror shall include the following:

2.8.1 Evidence that the offeror has financial capacity to provide the services.

2.8.2 A statement as to whether there are any outstanding legal actions or potential claims against the offeror.

2.8.3 A copy of the offeror's current certificate of insurance which, at a minimum, should contain the following:

- Carrier (name and address)
- Type of insurance
- Amount of coverage
- Period covered by insurance
- Exclusions

2.8.4 Financial Statements.

2.8.5 Provide copies of the last two (2) year end financial statements.

2.8.6 Provide an analysis of those financial statements/reports.

2.8.7 In addition to any other warranties applicable to this contract or any remedies otherwise available to the State, the offeror agrees to promptly repair or replace any product furnished under this contract that is not century compliant, provided the State gives notice within a reasonable time following discovery of such failure.

2.9 ECONOMIC BENEFIT FACTORS

2.9.1 The Offeror shall describe how the award of this contract to the Offeror will benefit the

State of Maryland economy. The Offeror will consider the following elements (Do not include any detail of the Value to the State proposal with this technical information):

2.9.1.1 The estimated percentage of contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractors, suppliers and joint venture partners;

2.9.1.2 The estimated number and types of jobs for Maryland residents resulting from this contract;

2.9.1.3 Tax revenues to be generated for Maryland and its political subdivisions as a result of this contract;

2.9.1.4 The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.

SECTION 3. - EVALUATION AND SELECTION PROCEDURE

3.1. EVALUATION COMMITTEE

Each proposal received by the closing deadline will be reviewed by a committee appointed by the State and agency designees. Additional technical assistance may be requested from any source that the State deems appropriate.

3.2. PROPOSAL EVALUATION CRITERIA

The State will determine the acceptability of each offer and may request assistance from any source in evaluating acceptable offers. The proposals will be evaluated on the factors listed below:

Criteria

- a. Offered Assets and Services which Support State Applications
- b. Other Communication Assets and Services Offered (that may not support existing state applications)
- c. Benefits to Maryland Economy (see Section 2.13)
- d. Project Management (see Sections 2.6 –2.8)

3.3. VALUE TO THE STATE PROPOSAL

Offers must submit on the Attachment A, "Value to the State Proposal Form" ("Form") which follows, the total value of its offer to the State. Offeror shall attach to the Form a full itemization of these items (e.g. monetary compensation, equipment, services, etc.) that have been included in the total value recorded on Attachment A.

3.4. PROPOSAL VALUE CERTIFICATION

Offerors are required to have an independent third party firm or consultant provide a certified statement of the economic value for their proposals. This certification shall include a detailed explanation of how that value was calculated. This certification must be attached to Attachment A, "Value to the State Proposal Form".

3.5. FINAL RANKING AND SELECTION FOR AWARD

The Committee will make recommendations to the Contracting Officer for the award of contracts to responsible offerors whose proposals are determined to be most advantageous to the State, considering both the technical and economic value factors set forth in this solicitation. Contract awards, if any, resulting from this solicitation are subject to appropriate State approvals. Multiple awards may be made if determined to be in the best interest of the State. The State shall, at its discretion, oversee the coordination activities of multiple awards.

3.6. NEGOTIATIONS

The State reserves the right to make an award on the basis of proposals without negotiations.

ATTACHMENTS

In accordance with State Procurement Regulations, Attachments B, D-1, E and G must be completed and submitted with the Technical Proposal. Attachment A must be completed and submitted with the Financial Proposal. Attachment H must be submitted at Contract recommendation time. Attachments C, D-2, D-3, D-4 and F must be submitted within 10 working days of : (i) notification that the offeror is the apparent awardee, or (ii) award of the contract, whichever comes first.

ATTACHMENT A
Value to the State Proposal Form
DBM-2017-RESOURCE

Total Value to the State: \$ _____ *

*Note: Attached to Attachment A, the full itemization of the value of the proposal
(See Section 3, Items 3 and 4)

SUBMITTED BY:

AUTHORIZED SIGNATURE

TITLE

TYPED NAME OF AUTHORIZED SIGNATURE

FEDERAL EMPLOYER IDENTIFICATION #

NAME OF OFFEROR (COMPANY)

ADDRESS

PHONE NO. & FAX NO.

DATE

Attachment B

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] _____

and the duly authorized representative of [business] _____

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

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

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

1. The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
2. The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, **except as follows** [indicate the reason(s) why the affirmations cannot be given without qualification]:

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

1. Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.

2. By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business' policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by § 2(b), above;

(h) Notify its employees in the statement required by § 2(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the Procurement Officer within 10 days after receiving notice under § 2(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under § 2(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

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

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

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

4. I acknowledge and agree that:

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

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

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

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

[If not applicable, so state].

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

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

M. ACKNOWLEDGEMENT

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

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

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

BPAFF
7/1/99

ATTACHMENT C

COMAR 21.07.01.25 AGREEMENT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____
(title)

and the duly authorized representative of

(business)

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

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

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

DATE: _____ BY: _____

Signature

(Authorized Representative and Affidavit)

Attachment D

STATE OF MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT MINORITY BUSINESS ENTERPRISE PARTICIPATION INSTRUCTIONS AND FORMS

PURPOSE

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

DEFINITIONS

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

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

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

Minority Business Enterprise or MBE means a legal entity organized to engage in commercial transactions, that is at least 51-percent owned and controlled by one or more minority persons. MBE also includes a nonprofit entity engaged in promoting the interests of persons with physical or mental disabilities. An MBE must be certified in order to participate in the Department's MBE program.

CONTRACTOR RESPONSIBILITIES

A certified MBE subcontract goal of a minimum of % percent of the contract value has been established for this procurement. The Contractor agrees that at least this amount of the contract will be performed by certified MBEs.

If awarded the contract:

A certified MBE prime contractor shall accomplish an amount of work not less than the MBE subcontract goal with its own workforce, certified MBE subcontractors, or both.

A non-MBE prime contractor shall accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.

A prime contractor comprising joint venturers shall accomplish the MBE subcontract goal with the workforce of any certified MBE joint venturer, certified MBE subcontractors, or both.

REQUIREMENTS

An offeror must submit with its response to this solicitation a completed MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the offeror acknowledges the certified MBE participation goal, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the Solicitation process.

Within 10 working days from notification that it is the apparent awardee or within 10 working days following the award, whichever is earlier, the apparent awardee must provide the following documentation to the MBE Liaison. If the apparent awardee fails to return each completed document, the Department may declare the potential award void.

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

RECORDS AND REPORTS

Contractor shall:

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

ATTACHMENTS

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

ATTACHMENT D-1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION

AFFIDAVIT

In conjunction with the offer submitted in responses to Solicitation No DBM-2017-RESOURCE, I affirm the following:

1. I acknowledge the certified Minority Business Enterprise participation goal of % percent and commit to make a good faith effort to achieve this goal.
2. I understand that if I am notified that I am selected for contract award, I must submit the documentation described in Solicitation Attachment D within 10 working days of receiving notice of the potential award. If I fail to do so, I understand any apparent award may be deemed void.
3. In the solicitation of subcontract quotation or offers, Minority Business Enterprise (MBE) subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.
4. The solicitation process was conducted in such a manner so as to otherwise not place MBE subcontractors at a competitive disadvantage to non-MBE subcontractors.

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

Offeror Name

Signature of Affiant

Address

Printed Name, Title and Phone Number

Date

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

ATTACHMENT D-2
OUTREACH EFFORTS COMPLIANCE
STATEMENT

In conjunction with the bid or offer submitted in response to Solicitation No. DBM-2017-RESOURCE, I state the following:

1. Offeror identified opportunities to subcontract in these specific work categories.

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

3. Offeror made the following attempts to contact personally the solicited MBEs.

4. Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
(DESCRIBE EFFORTS)

This project does not involve bonding requirements.

Offeror DID DID NOT attend the pre-proposal conference.

No pre-bid conference was held.

Offeror Name

Signature of Affiant

Address

Printed Name, Title and Phone Number

Date

ATTACHMENT D-3

MBE PARTICIPATION SCHEDULE

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	Total Contract Amount \$
List Information For Each Certified MBE Subcontractor On This Project	
A. Minority Firm Name, Address, Phone	MBE Certification Number
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
B. Minority Firm Name, Address, Phone	MBE Certification Number
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
C. Minority Firm Name, Address, Phone	MBE Certification Number
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
D. Minority Firm Name, Address, Phone	MBE Certification Number
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract

Minority Firms Total Dollar Amount \$ _____

Minority Firms Total Percentage _____%

List Additional MBE Subcontractors Or Provide
Any Additional Comments On Separate Paper

Document Prepared By:

Name: _____ Title: _____

ATTACHMENT D-4

SUBCONTRACTOR PROJECT PARTICIPATION

STATEMENT

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

Provided that _____ is awarded the State contract in
Prime Contractor Name
conjunction with Solicitation No. DBM-2017-RESOURCE, it and _____,
MDOT Certification No. _____, intend to enter into a contract by which
Subcontractor shall _____.
(Describe Work)

No bonds are required of Subcontractor.

The following amount and type of bonds are required of Subcontractor.

Prime Contractor Signature

Subcontractor Signature

By: _____
Name, Title and Phone Number

By: _____
Name, Title and Phone Number

Date

Date

ATTACHMENT D-5
MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT
MINORITY BUSINESS ENTERPRISE PARTICIPATION

Prime Contractor Unpaid MBE Invoice Report

To be Completed Monthly by Prime Contractor

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

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

Prime Contractor Name
Contact Person
Address
City _____ State _____ Zip
Phone _____ Fax

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

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

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

**Contract Monitor Joel B. Leberknight
Department of Budget & Management (Contracting Unit)
45 Calvert Street
Annapolis, MD 21401**

Signature _____

Date _____

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

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

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

MBE Subcontractor Name _____
MDOT Certification # _____
Contact Person _____
Address _____
City _____ State _____ Zip _____
Phone _____ Fax _____
Subcontractor Services Provided _____

List all payments received from Prime Contractor in the preceding 30 days.

1.	1.
2.	2.
3.	3.

Total Dollars Paid \$ _____ Total Dollars Unpaid \$ _____

Prime Contractor Name _____ Contact Person _____
Address _____
City _____ State _____ Zip _____
Phone _____ Fax _____

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

Contract Monitor Joel B. Leberknight
Department of Budget & Management (Contracting Unit)
45 Calvert Street
Annapolis, MD 21401

Signature _____

Date _____

ATTACHMENT E

ADDENDA ACKNOWLEDGMENT FORM

**DEPARTMENT OF BUDGET & MANAGEMENT
OFFICE OF TELECOMMUNICATIONS**

NAME OF OFFEROR: _____

SOLICITATION NO.: _____

PROJECT TITLE: _____

DUE DATE: _____

ACKNOWLEDGMENT

I hereby acknowledge receipt of the following addenda which have been issued regarding the above referenced solicitation:

Addendum #1, issue date _____

Addendum #2, issue date _____

Addendum #3, issue date _____

Addendum #4, issue date _____

Signature

Printed Name

Title

Company

Date

PERFORMANCE BOND

Principal	Business Address of Principal
<hr/>	
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.....
<hr/>	
Penal Sum of Bond (express in words and figures)	Date of Contract
<hr/>20.....
Description of Contract	Date Bond Executed
<hr/>20.....
Contract Number:	
<hr/>	

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

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

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

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

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

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

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

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

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

In Presence of:
Witness

Individual Principal

.....as to

.....(SEAL)

In Presence of:

Co-Partnership Principal

.....(SEAL)

(Name of Co-Partnership)

.....as to

By:

.....(SEAL)

.....as to

.....(SEAL)

.....as to

.....(SEAL)

Corporate Principal

Attest:

.....
(Name of Corporation)

.....as to

By:

.....CORPORATE SEAL

Corporate Secretary

President

AFFIX
CORPORATE
SEAL

.....
(Surety)

Attest:(SEAL)

By:

.....CORPORATE SEAL

Signature

Title:

.....

AFFIX
CORPORATE
SEAL

Bonding Agent's Name:.....

.....

(Business Address of Surety)

Agent's Address.....

Approved as to legal form and sufficiency

this day of 20.....

.....

Asst. Attorney General

ATTACHMENT G
BUSINESS ENTERPRISE INFORMATION FORM
DEPARTMENT OF BUDGET & MANAGEMENT
Office of Telecommunications

SOLICITATION NO.: _____

PROJECT TITLE: _____

In accordance with the Board Of Public Works Advisory Number P-003-95, issued October 16, 1995, Definition of Resident Business, the Department of Budget & Management requests all bidders/offerors to complete the information and questions below. Bidders/offerors not completing the information may have their bid/proposal determined as unacceptable. **This attachment must be submitted with your bid.**

DEFINITION: A resident business is defined as a business enterprise that has a Maryland address, is registered to do business in the State of Maryland, employs Maryland residents, and regularly conducts business within the State. The term includes subsidiaries, divisions and branches of businesses headquartered outside of the State of Maryland.

Please answer the following questions by checking yes/no or entering the requested information.

QUESTION	YES	NO
1. Are you a resident business, as defined above?		
2. Do you have a Maryland address? If yes, enter address below:		
3. Are you registered to do business in the State with the:		
Comptroller's Office? (If yes, attach proof)		
Department of Assessments and Taxation? (If yes, attach proof)		
4. Do you employ Maryland residents?		
If yes, how many Maryland residents?		
5. Do you regularly conduct business within the State? If no, attach a narrative explaining the reasons for not regularly conducting business within the State.		
6. Is your business a subsidiary of a business out of the State?		
If yes, which State?		
7. Is your business a division of a business out of the State?		
If yes, which State?		
8. Is your business a branch of a business out of the State?		
If yes, which State?		
9. Have you made reasonable efforts to encourage the participation of Maryland business enterprises as suppliers and subcontractors on this project and can you provide documentation of these efforts upon request by the State?		
10. Have you made or will you make reasonable efforts to provide notification to Maryland State residents of employment opportunities on this project and will you provide documentation of these efforts upon request by the State?		

Signature

Printed Name

Date

Title

Company

Attachment H
SHA Resource Sharing Policy

EXPRESSWAYS - RESOURCE - SHARING PROJECTS

"Resource Sharing Project is defined as a project undertaken by the State of Maryland and a Public/Private company to achieve a common goal of meeting each others communication needs including revenue to support these services.

1. Statement of Policy

This policy is to establish requirements to accommodate telecommunications facilities under "Resource Sharing Projects" within fully controlled access highway right-of-way. This policy covers placement of underground conduit/cable and above ground facilities such as wireless antenna sites.

It shall be the policy of the Highway Administration to permit facilities under "Resource Sharing Projects" to locate within the access control limits of fully controlled access highways in accordance with this section. "Resource Sharing Projects" will be procured by the Department of Budget and Management and approved by SHAs' Chief Engineer.

2. State Highway Administration's qualification for participating in "Resource Sharing Project"

- (a) The company shall have the capability to respond to any type of Highway emergency, 24-hours a day, and must provide MSHA with the name, address and phone number of the company's local agent.
- (b) SHA will require a bond or other performance security before permitting any work within SHA right-of-way.
- (c) The company must be a member of "Miss Utility," the one call system of Maryland.
- (d) The company and its consultants/contractors must be knowledgeable of the MUTCD traffic control manual and traffic control requirements.
- (e) Demonstrate prior experience in the installation and maintenance of communication facilities.

3. Criteria for Longitudinal Telecommunication Installations

- (a) Longitudinal installations will be restricted to areas where the State of Maryland might otherwise install its own communication infrastructure.
- (b) The facility shall be installed underground.
- (c) Any above ground support facilities allowed within the access control limits, must be in accordance with Part 4 (Critical for Wireless Telecommunication Installation).
- (d) Service connections to adjacent properties shall not be permitted from longitudinal utility installations located within the access control lines of a freeway.
- (e) The facilities shall present no hazard to life, health, or property, should it fail to function properly, be severed or otherwise damaged.

- (f) Facilities shall be installed in a manner which will require minimum maintenance.
- (g) The maintenance, use, or future expansion of the highway facilities will not be impaired and any cost to relocate facilities will be born by the company.
- (h) Longitudinal facilities should be installed outside the shoulder areas and as close to the right-of-way line as practical, taking into consideration the terrain and/or environmental constraints. Installation within the median area may be considered where sufficient widths exist to safely install and maintain the facility. If it is necessary to place any part of the facility within the Clear Zone area, installation may be authorized, provided the Chief Engineer approves the means of installation and imposes conditions for policing and other controls to protect highway users.
- (i) No part of the facility shall be placed in the existing shoulders without an approved exception as stated in Part 5 (Exceptions).

4. Criteria for Wireless Telecommunication Installation

- (a) Site location for placement of wireless facilities (Example monopoles/tower structures) must meet the following requirements:
 - Adequate sight distance for a safe ingress to and egress from the facility
 - The facility shall be located outside the clear zone and where they are unlikely to be struck unless shielding already exists.
 - Adequate pull off area beyond the shoulder for construction and maintenance operations of the facility.
- (b) Listed below, in descending order of preference, are site locations SHA will consider; justification must be provided to go to a lower priority (See Sketch 1).
 - Vehicle access to the site can be obtained from outside the through roadway and connecting ramps (e.g. access from frontage roads or cross roads)
 - Within interchange, vehicle access can be obtained from the right hand side of the diagonal ramps.
 - Within interchange, vehicle access can be obtained from the left hand side of the diagonal ramps.
 - Vehicle access from the outside shoulder of the mainline.
 - Vehicle access from the inside shoulder (median side) of the mainline.
- (c) Installations within the following areas can only be approved through joint SHA/FHWA concurrence:

- Inside Loop ramps under certain circumstances, this may be the best location
- Within any freeway weave areas less than $\frac{3}{4}$ of a mile in length
- Any locations requiring new shielding

5. Exception

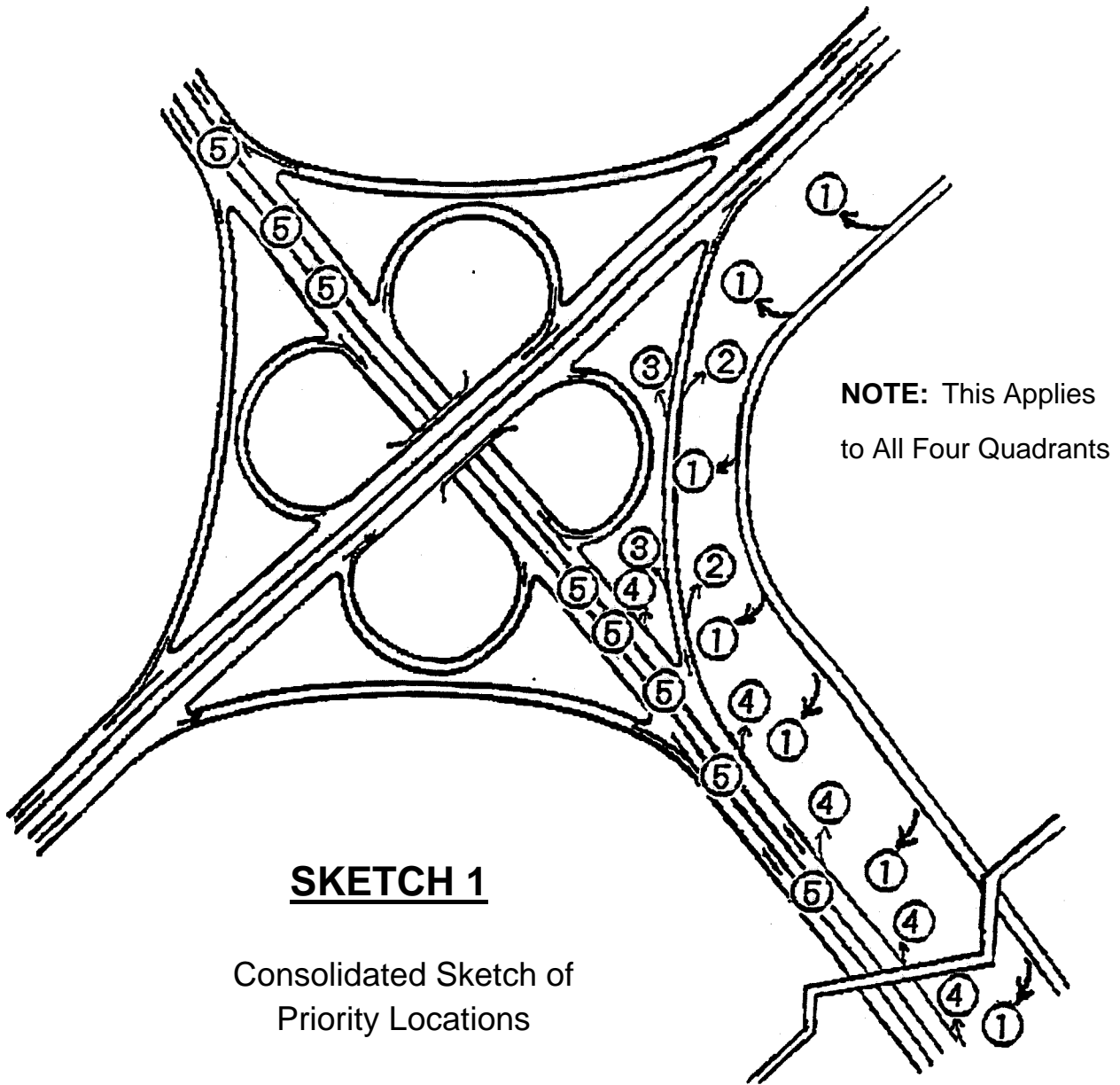
Exceptions to the above provisions, which will not adversely affect safety or damage the State's facility, must be approved by the Chief Engineer and FHWA.

6. Permits

Our standard Utility Permit will be required for installation and maintenance of the facilities installed under "Resource Sharing Project".

7. Liability

This policy does not confer any liability upon the Highway Administration for any future cost of damage to, or relocation, or removal of the facility from the right-of-way for any reason. SHA will not be liable for any damage costs arising from SHA Maintenance and Traffic activities within the highway right-of-way.



- 1. Priority 1 location
- 2. Priority 2 location
- 3. Priority 3 location

- 4. Priority 4 location
- 5. Priority 5 location