



Maryland Department of Budget & Management

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Office of the Secretary

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Deputy Secretary*

**Request for Proposals (RFP)
STATEWIDE EQUIPMENT INSTALLATION AND SERVICES
PROJECT NUMBER 050R4800267
Addendum #1
March 17, 2004**

Ladies/Gentlemen:

This Addendum is being issued to amend and clarify certain information contained in the above named RFP. All information contained herein is binding on all offerors who respond to this RFP. Specific parts of the RFP have been amended. The following changes/additions are listed below; new language has been double underlined and marked in bold (i.e., **word**) and language deleted has been marked with a strikeout (i.e., ~~word~~).

1. Revise, Section 1.1c Summary Statement:

The State does not guarantee that any Task Order Request will be issued or that any contractor will be awarded any Task Order Requests. There is no separate appropriation to fund Task Order Requests. Each required service will be summarized in a Task Order Request **issued by a using agency.**

2. Revise, Section 1.4 Contract Duration:

A Task Order Request end date ~~may~~ **will not** extend beyond the Master Contract enddate ~~by no more than three months;~~ **all work for a Task Order Request must be completed before the expiration of the Master Contract.**

3. Revise, Section 1.19b Offeror Responsibilities:

If an Offeror **that seeks to perform or provide services required by this RFP is a subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references and financial reports, must pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary** intends to use subsidiaries to perform or provide the services required by this RFP, the entity/entities that submits the proposal, the required information in the proposals such as but not limited to references and financial reports for the entity/entities, and the entity/entities that signs the proposal, must be consistent and the same.

4. Revise, Sections 1.26 Bid Bond and 1.26 Performance Bond:

1.26 ~~Bid Bond~~ **Bonding Requirements**

a. Bid Bond

A bid bond or other suitable security **must be submitted with the Offeror's technical proposal for Category 1 - Antenna and Transmission Line Installation, Removal and Repair only in the amount of \$15,000. A letter must be submitted from a bonding company with the technical proposal providing evidence that the Offeror is capable of securing the**

performance bond required for Categories 2, 3 and 4. See Section 1.271.26b below for the performance bond requirements for Categories 2, 3 and 4.

b. Acceptable security shall be as described below, identified within and excerpted from COMAR 21.06.07:

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

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

The cost of this bond, or other suitable security, is to be included in the total prices proposed and is not to be proposed and will not be recoverable as a separate cost item. Attachment F is the bid bond required for this solicitation.

1.26 — Performance Bond

ah. The successful Offeror must submit a Performance Bond (see **Attachment G**), or other suitable securities as identified within COMAR 21.06.07, by category in the following amounts for the period of the contract (including renewal options):

- Category 1 - Antenna and Transmission Line Installation, Removal and Repair - \$100,000
- Category 2 - Tower Lighting Systems Installation and Repair - \$25,000
- Category 3 - Tower Inspection Services - \$10,000
- Category 4 - Generator Maintenance - \$25,000
- Category 5 - Tower Site Upkeep – No bond required
- Category 6 - Tower Site Audit and Documentation Services – No bond required

~~A letter must be submitted from a bonding company with the technical proposal providing evidence that the Offeror is capable of securing the performance bond required for Categories 2, 3 and 4. See Section 1.271.26b below for the performance bond requirements for Categories 2, 3 and 4.~~

b. The cost of this bond, or other suitable security is to be included in the total prices proposed and is not to be proposed and will not be recoverable as a separate cost item. The Performance Bond or other suitable security shall be delivered to the State by the Offeror within 5 days of recommendation for contract award. Acceptable security for bid, performance, and payment bonds is limited to:

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

5. Revise, Section 1.28 Contract Price Adjustments:

a. Price Adjustment

On June 1, 2007 and again on June 1, 2008, the Contractor(s) shall be entitled to an adjustment to the contract service rates. At least fifteen (15) days prior to June 1 of the above year in question, the **Contractor has the obligation to advise the State** shall advise the Contractor(s) of the permitted percentage adjustment for each contract service rate. Assuming the contract begins as expected on June 1, 2004, the first Option Year adjustment shall be based on the change in the Consumer Price Index from March 2006 to March 2007 (the second Option Year adjustment will be based on the CPI change from March 2007 to March 2008) as described in paragraph B below. However, the maximum annual increase for either Option Year shall be limited to 5% of the unit prices in effect at the time of the price adjustment.

b. Consumer Price Index Information

The adjustment shall be calculated by reference to the annual change in the U.S. Department of Labor, Bureau of Labor Statistics (BLS), the U.S. City Average Consumer Price Index - All Urban Consumers ("CPI-U"), all items, base period 1982-84=100, no seasonal adjustment, for the month of ~~December~~ **March** released approximately mid-month in ~~January~~

April.

The adjustment will be calculated as a percentage resulting from the annual change in the index from the preceding ~~December~~ **March**. An example of the calculation is provided in paragraph 4. Within five (5) business days of the receipt of the State's notice of adjustment, the Contractor shall submit a schedule of revised rates.

In the event that the BLS discontinues the use of the index described in paragraph ~~B h~~ above (~~4~~), adjustments shall be based upon the most comparable successor index to the CPI. The determination as to which index is most comparable shall be within the sole discretion of the State.

The following example illustrates the computation of percent change in Option Year 1 (assuming that Option Year starts 6/1/2007):

CPI for March 2007	136.0
Less CPI for March 2006	129.9
Equals index point change	6.1
Divided by March 2006 CPI	129.9
Equals	.047
Result multiplied by 100	0.047 x 100
Equals percent change	4.7%

6. Revise, Section 1.30 Prevailing Wage Requirement:

If the total bid price for ~~the~~ **any** Task Order Request project is \$500,000.00 or more, the Prevailing Wage Law provisions, State Finance and Procurement Article, Annotated Code of Maryland – Sections 17-201 through 17-226 and Code of Maryland Regulations 21.11.11, regulating hours of labor, rates of pay, conditions of employment, obligations of employers, and the powers and duties of certain public officials under contracts and subcontracts for public works in Maryland, will be in effect **for that Task Order Request Project**. To obtain a list of the current prevailing wage for the various labor categories, please contact: The Division of Labor and Industry, Prevailing Wage Unit, 1100 North Eutaw Street, Room 607, Baltimore, MD 21202.

7. Revise, Section 2 – Minimum Qualifications:

Offerors must clearly state and demonstrate within the Executive Summary of the technical proposal that they satisfy these minimum requirements for each category proposed ~~and~~ and provide references to the page number in the technical proposal where such evidence can be found.

8. Revise, Section 2.1:

The Offeror shall have a minimum of five (5) years of documented experience installing, removing and repairing ~~Public Safety~~ Land Mobile Radio Antennas and Transmission lines.

9. Revise, Section 2.3:

The Offeror shall have a minimum of five (5) years of documented experience of performing tower inspections, visual inspections and minor repairs of towers by climbing **to then-current EIA/TIA –222 standards. An example of the type of tower inspection that will satisfy this requirement appears as** ~~as specified in~~ Attachment I, Tower Inspection Checklist.

10. Revise, Section 2.6

The Offeror shall have two (2) years of documented experience conducting **telecommunications** site audits.

11. Revise, Section 3.1.1:

Each Master Contractor shall designate a Point of Contact (POC) for the State with regard to all provisions of the contract resulting from this solicitation and will be responsible for furnishing the services required in the contract **and each task Order request awarded to the Master Contractor.**

12. Revise, Section 3.2.1a:

Install, remove and repair wireless communications antennas (including microwave dish antennas) and transmission line from ~~the following~~ various manufacturers, including but not limited to: Antel, Antenex, Decibel Products, Maxrad, Andrew, Microflect/Valmont, Mark Antenna Products and other manufacturers of antennas and support products.

13. Revise, Section 3.2.1b:

.Be responsible for ensuring that all installation and service performed complies with all manufacturers recommended installation procedures, and applicable Federal Communications Commission (FCC) ~~Rules in Parts 22,24,27,90 and 101.~~ In order for the project work to be accepted, the State Project Manager or his representative will witness the Contractor testing the newly installed antennas and transmission lines by either sweep test or conventional wattmeter test in line with the associated transmitter to ensure full operability at the required frequency ranges.

14. Revise, Section 3.2.1c:

Be responsible for installing antenna and cable in accordance with the equipment manufacturer's instructions, standard accepted industry practices, specifications in this RFP and the pertinent Task Order Request, specific instructions as outlined in the accepted ~~Statement of Work~~ Task Order Response document and field coordination under the direction of the State technician or engineer.

15. Revise, Section 3.2.3c:

As part of the tower inspection process, perform minor repairs such as tightening loose bolts & clamps, repairing worn and/or damaged weathered proofing, etc., ~~at no additional cost to the State~~ using State supplied parts.

16. Revise, Section 3.2.3d:

During the inspection of lighted towers, replace all non-functioning incandescent lamps ~~at no additional cost to the State~~ with State supplied replacement lamps. The replaced lamps shall be destroyed on site and removed by the Contractor.

17. Revise, Section 3.2.5b:

Change air filters if needed – Air filters will be provided by the State.

18. Revise, Section 3.2.5g:

The Contractor will perform tower site upkeep service by scheduled visits.

19. Revise, Section 3.2.6c:

Produce ~~Inventory data forms~~ sheets of telecommunications equipment owned by various private carriers, and County and State Agencies located at tower sites throughout the State of Maryland using Microsoft Excel Spreadsheets.

20. Revise, Section 3.3.2 Task Order ~~Request Proposal~~ Request Response Requirements:

All Task Order Requests will be sent to all Contractors awarded a Master Contract by State agencies requiring the service for the specific category and county. All Contractors receiving the Task Order Request must respond with either a Task Order Request Response or a written notification to the requesting agency that they Contractor does not ~~don't~~ intend to submit a proposal and reason(s) why. Upon receipt of a Task Order Request, the Contractor shall provide a ~~proposal in~~ written response to the requirements of the Task Order Request. At a minimum the ~~proposal~~ response shall provide the following.

21. Revise, Section 3.4.2:

If the State determines that a Contractor is having difficulty in performing one or more Task Order Request, upon written notice to that Contractor, the State may suspend the participation of that Contractor in future Task Order Requests ~~Requests~~ until such time as the State is satisfied with the performance of that Contractor.

22. Revise, Section 3.5:

The site needs to be restored to an “original” condition prior to project completion and sign-off. Invoices submitted for sites that have not been restored will be returned to the contractor without payment. Invoices shall only be issued upon completion **and acceptance by the requesting agency** of the work described in the Task Order Request. Progress payments are not permitted.

23. Revise, Section 3.6.2:

All defective items must be replaced free of charge during the warranty period. All other terms and conditions of the warranty must be provided in the technical response **to the Task Order Request**.

24. Revise, Section 3.7.2a:

Using Agency Acronym (DGS, DHMH, MDOT, etc.),

25. Revise, Section 3.7.3:

Reports shall **also** contain, as a minimum, the following summary information

26. Revise, Sections 3.8.3 and 3.8.4:

Reliability of the service of the Contractors is of the essence. Downtime on any part of the tower equipment must be minimized by prompt response and corrective action within four clock hours of the detection of a problem by either the DBM Contract Manager or the Contractor. If the Contractor fails to **respond provide repairs for repairs** within the four hours, then the State may assess liquidated damages in the following amounts:

3.8.4 Beginning with the fifth hour and for any successive hour or portion thereof without service of the Contractor, an assessment of \$100.00 per hour or portion thereof will be made against the Contractor.

27. Revise, Section 4.1:

For each ~~primary functional areas~~ **category** proposed, Offerors must follow the instructions within this section. **Note: All pages of both proposal volumes must be consecutively numbered from beginning to end.**

28. Revise, Section 4.5.1:

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 unbound original, five (5) copies, and an electronic version in MS Word or MS Excel of the Financial Proposal for each category proposed. The Financial Proposal must contain all cost information **and the county or counties in which the services will be provided**, in the format specified on the price proposal form. The Price Proposal Form must be submitted and completely filled in (no blanks or omissions) and signed by an individual who is authorized to commit the Offeror to the prices, services and requirements as stated in this RFP. See Offeror Responsibilities in Section 1.19.

29. Revise, Section 4.5.3:

Offerors must complete and sign the applicable Financial Proposal Form (Attachments E-**1** through E-6) for each category proposed. The signature must be by an individual who is authorized to bind the firm to the prices offered. Complete all other lines on the form including the Offeror's Federal Employer Identification Number (FEIN).

30. Revise, Section 5.3:

Financial proposals will be evaluated separately. Offerors must propose prices for labor categories on the Financial Proposal Forms (Attachments E). Attachment E consists of eight (8) separate tables E-**1** through E-6. The financial evaluation will be based upon the prices submitted by each Offeror on the Financial Proposal Forms (Attachments E-**1** through E-6). Offerors proposed prices shall remain in effect for the first three years of the contract.

31. Revise, Attachment A, Section 1:

1.8 “Task Order Request” means a solicitation document which describes all specific circumstances regarding the performance of services involving agencies of the State of Maryland. A Task Order Request will not amend, duplicate or

conflict with any provision of the Master Contract. A Task Order Request will only be distributed to successful Master Contractors.

1.89 “Task Order Request Response” means a description by the State of the individual projects for which will be solicited means the technical and financial response by a Contractor to a Task Order Request.

1.910 “Technical Proposal” means the Contractor’s Technical Proposal, dated _____.

Should you require clarification of the information provided in this addendum, please contact me at (410) 260-7191 as soon as possible.

32. Revise, Attachment A, Section 2.1:

The Contractor shall provide the services and related equipment described in the in the RFP, Contractor’s Technical and Financial Proposals, and the Task Order Requests issued under the RFP. These services shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A - The RFP.

Exhibit B – The Task Order Request.

Exhibit C – The Notice to Proceed (when executed).

Exhibit ~~C~~ **D** – **The Task Order Request** Response (when executed).

Exhibit ~~C~~ – The Notice to Proceed (when executed).

Exhibit ~~D~~ **E** - The Technical Proposal.

Exhibit ~~E~~ **F** - The Financial Proposal.

Exhibit ~~F~~ **G** – State Contract Affidavit Addendum.

33. Revise, Attachment A, Section 2.3:

A Task Order Request Agreement may specify terms in addition to terms specified herein. Such additional terms may include warranties, deliverables, and acceptance test requirements. Task Order Requests may not limit the State’s rights as provided in this Contract or the RFP.

34. Revise, Attachment A, Section 3:

Unless terminated earlier as provided in this Contract, the Contractor shall provide the services and related products for the period beginning on the later of Mary 1, 2004 or date the Department executes this Contract and ending on April 30, 2007. The State, at its discretion, has the unilateral right to extend the term of the Contract for up to two (2) additional, successive one-year terms beyond the initial three (3) year term. ~~Any Task Order Requests that begin prior to the expiration of the Contract shall be governed by all of the terms of this Contract.~~ **All services pursuant to a Task Order Request shall be performed within the term of this Contract.**

35. Revise, Attachment A, Section 4.1:

The consideration to be paid for the Contractor shall be determined upon award of each Task Order Request and in accordance with the RFP and the Financial Proposal. ~~Consideration to be paid to the Contractor shall be determined upon award in accordance with the RFP and the Financial Proposal. Payment to the Contractor pursuant to this Contract for all Task Order Requests shall not exceed the total sum of \$ _____. Contractor shall notify Procurement Officer, in writing, at least 60 days before payments reach the specified amount.~~

36. Revise, Attachment A, Section 4.2:

Payment to the Contractor shall be made in accordance with the RFP and the Task Order Request. ~~A Task Order Request may specify that a portion of the payments due will be withheld until completion of the Task Order Request.~~ Invoices shall only be issued upon

completion and acceptance by the requesting agency of the work described in the Task Order Request. Progress payments are not permitted. The amount withheld from each payment shall be paid to the Contractor within thirty (30) days of acceptance of all deliverables required under the Task Order Request. Each invoice must reflect the Contractor's federal tax identification number, which is _____. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited. The final payment under this Contract will not be made until after final acceptance and certification is received from the Comptroller of the State that all taxes have been paid.

37. Revise, Attachment A, Section 27.1C:

Third party claims arising under Section ~~(926)~~ "Indemnification", of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section ~~926~~ of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section ~~926~~.

38. Revise, Attachment A, Section 32:

~~For Category 1 — Antenna and Transmission Line Installation, Removal and Repair, the required bond shall be in the form specified. See RFP, Attachment G~~ **those categories of work identified in the RFP as requiring a performance bond, the required bond shall be in the form specified in RFP Attachment G.**

39. Revise, Attachment A, Section 33.1:

It is critical to the success of the State's programs and the successful operation of the State's telecommunications towers that services be provided by the Contractor in a timely and reliable manner. Time is an essential element of the eContract and it is important that the work be vigorously prosecuted until completion.

Reminder: Proposals are due on 4/14/04; 2:00 pm.

Date Issued: March 17, 2004

By _____
Robert C. Krysiak
Procurement Officer