

Request for Proposals

**STATEWIDE WIRELESS COMMUNICATIONS INFRASTRUCTURE
SITE INSTALLATIONS**

PROJECT NO. 050R4800143



**Department of Budget and Management
Division of Policy Analysis**

Procurement Unit

Issue Date: December 9, 2003

NOTICE

Prospective Offerors who have received this document from the Department of Budget and Management's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that 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 OFFERORS/CONTRACTORS**

In order to help us improve the quality of State proposals solicitations, and to 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 proposals. If you have chosen not to bid on this contract, please fax this completed form to: 410-974-3274 to the attention of Robert Krysiak.

Title: Statewide Wireless Communications Infrastructure Site Installations
Project No: 050R4800143

a. 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/proposals is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- Bid/Proposals 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:

Offeror Name: _____ Date _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Request For Proposals

**STATEWIDE WIRELESS COMMUNICATIONS INFRASTRUCTURE
SITE INSTALLATIONS**

PROJECT NUMBER 050R4800143

RFP Issue Date: December 9, 2003

RFP Issuing Office: Department of Budget and Management
Division of Policy Analysis, Procurement Unit

Procurement Officer: Robert Krysiak
Office Phone: (410) 260-7179
Fax: (410) 974-3274
e-mail: rkrysiak@dbm.state.md.us

Proposals are to be sent to: Department of Budget and Management
45 Calvert Street, Room 115
Annapolis, MD 21401
Attention: Robert Krysiak

Pre-Proposal Conference: December 18, 2003, 10:00 PM (Local Time)
Room 164A & B
45 Calvert Street
Annapolis, MD 21401

Closing Date and Time: January 20, 2004 at 2:00 PM (Local Time)

NOTE

Prospective Offerors who have received this document from the Department of Budget and Management's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

The Department of Budget and Management (DBM) is issuing this Request for Proposals (RFP) to procure the services of up to eight (8) contractors to provide equipment and installation services to support the installation of wireless communications site locations throughout the State. The successful Offerors(s) will receive Master Contract awards, which will permit them to participate in Task Order competitions for actual installations of antenna support structures. Additionally, included in this Master Contract is the procurement of prefabricated concrete equipment shelters with associated liquid propane fueled generators with fuel tanks, and installation services. Offerors must be capable of providing all of the equipment and services identified in this solicitation.

It is the State's intention to obtain goods and services, as specified in this RFP, from a contract between the successful Offeror(s) and the State. However, this contract will not be a requirements contract and is not to be construed to require the State to purchase exclusively from the contract. The State reserves the right to procure goods and services from other sources when it is in the best interest of the State to do so and without notice to the Offeror(s). In addition, the awarding of a Master Contract to any Offeror does not guarantee that a contractor will be successful in winning any Task Order competition to perform any installation and associated work as described in this RFP.

1.2 Abbreviations and Definitions

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

- a. ARO - After Receipt of Order.
- b. ATS - Automatic Transfer Switch.
- c. BPW - the Board of Public Works.
- d. Contractor has the same meaning as Master Contractor.
- e. DBM - Department of Budget and Management.
- f. EIA - Electronic Industries Association.
- g. FAA - Federal Aviation Administration.
- h. FCC - Federal Communications Commission.
- i. Local Time – Time in the Eastern Time Zone as observed by the State.
- j. Master Contract - The contract entered into between DBM and Offerors responding to this RFP, which provides the overall framework for awarding and conducting TOs. This contract includes all general State terms and conditions, unit prices, and payment adjustment mechanisms and all other details that control all aspects of TOs. This contract

will incorporate the entire RFP, including any addenda, and all or indicated portions of the selected Offerors' proposals. A sample of this contract is included as Attachment A to this RFP. The final completed version of Attachment A will be the contract.

- k. MBE - Minority Business Enterprise.
- l. MOSHA - Maryland Occupational Safety and Health Administration.
- m. Offeror - An entity that submit a proposal in response to this solicitation.
- n. OIT - Office of Information Technology.
- o. OSHA - Occupational Safety and Health Administration.
- p. RFP - Request for Proposals.
- q. TIA - Telecommunications Industry Association.
- r. Task Order Agreement - A signed contract between DBM and the Contractor selected via a Task Order Request. A Task Order Agreement will deal only with the specific aspects of performing a Task Order. All general terms and conditions are contained in the Master Contract and shall apply to all Task Order Agreements. A Task Order Agreement may not in any way amend, conflict with or supercede the Master Contract.
- s. Task Order Manager - The specific employee identified in a Task Order Request and/or TO Agreement, who will supervise the contractor rendering services for that respective TO.
- t. Task Order Request - 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 Contractors.
- u. Task Order Response - The technical and financial response by a Contractor to a Task Order Request.
- v. TO - Task Order.
- t. NFPA - National Fire Protection Agency.
- u. NEC - National Electrical Code.
- w. ANSI/TIA - American National Standards Institute/Telecommunications Industry Association.
- x. IEEE - Institute of Electrical and Electronics Engineers.
- y. UL - Underwriters Laboratory Inc.
- z. MIL-HDBK - Military Handbook
- aa. CFR – Code of Federal Regulations

1.3 Contract Type

The Contract shall be an Indefinite Quantity Master Contract as defined in COMAR 21.06.03. Task orders issued under this Master Contract will be paid on a fixed price basis, utilizing the fixed unit prices proposed in the Master Contractor's financial proposal submitted in response to this RFP as defined in COMAR 21.06.03.

1.4 Contract Duration

The Master Contract resulting from this RFP shall be for a three-year period beginning on or about March 1, 2004 and end February 28, 2007. The State, at its sole option, shall have the right to extend the Master Contract for up to two additional, successive one-year terms beyond the initial 3-year term.

A TO end date may extend beyond the Master Contract end by no more than 12 months. TOs that extend beyond the Master Contract end will be billed at the rates and amount agreed to in the Task Order Agreement

1.5 Procurement Officer/State Project Manager/Issuing Office

- 1.5.1 The sole point of contact in the State for purposes of this RFP prior to the award of any contract is the Procurement Officer at the address listed below:

Robert Krysiak, Procurement Officer
Department of Budget and Management
Division of Policy Analysis, Procurement Unit
45 Calvert Street/ First Floor Room 115
Annapolis, Maryland 21401
Telephone #: 410-260-7179
Fax #: 410-974-3274
E-mail: rkrysiak@dbm.state.md.us

- 1.5.2 The State Program Manager for this contract is:

Edward Ryan
Department of Budget and Management
Telecommunications Division
301 W. Preston Street, Suite 1304
Baltimore, MD 21201
Telephone #: 410-767-4219
Fax #: 410-333-5163
E-mail: ryan@dbm.state.md.us

1.6 Pre-Proposal Conference

A Pre-Proposal Conference will be held on December 18, 2003, beginning at 10:00 a.m. in the State Office Building, 45 Calvert Street, Annapolis, MD.21401, Room 164A & B. Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to

attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Offeror's understanding and ability to meet the State's Minority Business Enterprise (MBE) goals.

The Conference will be transcribed. A copy of the transcript of the Pre-Proposal Conference will be made available to potential Offerors at a nominal charge directly from the transcription company. The identity of the company and details of how to obtain a transcript copy will be provided at the conference. In addition, as promptly as is feasible subsequent to the Conference, a summary of the Pre-Proposal Conference and all questions and answers known at that time will be distributed, free of charge, to all prospective Offerors known to have received a copy of this RFP.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that by **4:00 PM on December 16, 2003**, all potential Offerors planning to attend, return the Pre-Proposal Conference Response Form or call the Procurement Officer with such notice. The Pre-Proposal Conference Response Form is included as Attachment K to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. DBM will make reasonable efforts to provide such special accommodation.

1.7 Use of "e-Maryland Marketplace"

"e-Maryland Marketplace" is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DBM web site (www.dbm.state.md.us) and other means for transmitting the RFP and associated materials, the solicitation and minutes of the pre-bid/proposal conference, Offeror questions and DBM responses, addenda, and other solicitation related information will be provided via e-Maryland Marketplace.

This means that all such information is immediately available to subscribers to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, it is recommended that all Offerors interested in doing business with Maryland State agencies subscribe to e-Maryland Marketplace.

Information, including on-line subscription access, can be obtained at the e-Maryland Marketplace website at <http://www.emarylandmarketplace.com/about.cfm>.

1.8 Questions

Written questions from prospective Offerors will be accepted by the Procurement Officer prior to the pre-proposal conference. Questions may be submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Offerors attending the Pre-Proposal Conference. If possible and appropriate, these questions will be answered at the Pre-Proposal Conference.

Questions will also be accepted subsequent to the Pre-Proposal Conference. All post-conference questions should be submitted in a timely manner to the Procurement Officer only. The Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to

the requestor, will be distributed to all vendors who are known to have received a copy of the RFP.

1.9 Proposals Due (Closing) Date

An unbound original and five (5) bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.5.1, no later than **2:00 PM** (local time) on January 20, **2004** in order to be considered. An electronic version (diskette or CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (diskette or CD) of the Financial Proposal in MS Word format must be enclosed with the original financial proposal. Insure that the diskettes are labeled with the RFP title, RFP number, Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, proposals received by the Procurement Officer after the due date, January 20, 2004 at 2:00 PM (local time) will not be considered. Proposals may not be submitted by e-mail or facsimile.

1.10 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.11 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offeror's proposal in the Transmittal Letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

1.12 Cancellations; Discussions

The State reserves the right to cancel this RFP, 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 or potentially 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.

1.13 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Significant representations made by an Offeror during the oral presentation must be reduced to writing. All such representations will become part of the Offeror's proposal and are binding if the contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations.

1.14 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.

1.15 Economy of Preparation

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

1.16 Protests/Disputes

Any protest or dispute related respectively to this solicitation or the resulting contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.17 Multiple or Alternative Proposals

Neither multiple nor alternate proposals will be accepted.

1.18 Access to Public Records Act Notice

An Offeror should give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland.

Information which is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in its Financial Proposal. Offerors are advised that, upon request for this information from a third party, the Contract Officer is required to make an independent determination whether the information can be disclosed (see COMAR 21.05.08.01).

1.19 Offeror Responsibilities

The selected Offeror(s) shall be responsible for all products and services required by this RFP. Subcontractors, excluding those used solely to meet MBE participation goals, must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals.

1.20 Mandatory Contractual Terms

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as **Attachment A**. Any exceptions to this RFP or the Contract must be clearly identified in the Executive Summary of the technical proposal. A proposal that takes exception to these terms may be rejected.

1.21 Bid/Proposal Affidavit

A proposal submitted by an Offeror must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as **Attachment B** of this RFP.

1.22 Contract Affidavit

All Offerors are advised that if a contract is awarded as a result of this solicitation, the successful Offerors will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as **Attachment C** of this RFP. This Affidavit must be provided within five (5) business days notification of proposed contract award.

1.23 Minority Business Enterprises

An MBE subcontractor participation goal will be established for each TO with an aggregate goal for each Master Contract award of 2% of the amount of all payments by the State to the Contractor. The contractor shall structure its awards of subcontracts under the contract in a good faith effort to achieve the goal in such subcontract awards by businesses certified by the State of Maryland as being owned and controlled by one or more socially and economically disadvantaged individuals. MBE requirements are specified in Attachment D of this RFP. MBE participation in work performed under this contract will be monitored by the State. See Attachment D for details.

A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, P. O. Box 8755, B.W.I. Airport, Maryland 21240-0755. The phone number is 410-865-1244. The directory is also available at <http://www.mdot.state.md.us>. Select the MBE Program label. The most current and up-to-date information on MBEs is available via the web site.

1.24 Arrearages

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes

and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

1.25 Procurement Method

This contract will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03.

1.26 Performance Bond

The successful Offeror must submit a Performance Bond (see **Attachment F**), or other suitable securities as identified within COMAR 21.06.07, in the amount of Five Hundred Thousand Dollars (\$500,000) for the period of the contract award. 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. **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.**

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.

1.27 Surety Bond Assistance Program

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

applying for assistance under the program. Questions regarding the bonding assistance program should be referred to:

Maryland Department of Business and Economic Development
Maryland Small Business Development Financing Authority
217 E. Redwood Street, 22nd Floor
Baltimore, Maryland 21202
Phone: (410) 333-4270
Fax: (410) 333-6931

1.28 Contract Price Adjustments

A) Price Adjustment

On February 1, 2007 and again on February 1, 2008, the Contractor(s) shall be entitled to an adjustment to the contract service rates. At least fifteen (15) days prior to February 1 of the above year in question, the State shall advise the Contractor(s) of the permitted percentage adjustment for each contract service rate. Assuming the contract begins as expected on February 1, 2004, the first Option Year adjustment shall be based on the change in the Consumer Price Index from December 2006 to December 2007 (the second Option Year adjustment will be based on the CPI change from December 2006 to December 2007) 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 released approximately mid-month in January.

The adjustment will be calculated as a percentage resulting from the annual change in the index from the preceding December. 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 (1), 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 2/1/2007:

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

1.29 Verification of Registration and Tax Payment

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for contract award.

1.30 Prevailing Wage Requirement

If the total bid price for the task order 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. 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.

1.31 False Statements

Offerors are advised that section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

In connection with a procurement contract a person may not willfully:

- (1) falsify, conceal, or suppress a material fact by any scheme or device;
- (2) make a false or fraudulent statement or representation of a material fact; or
- (3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

SECTION 2 – SCOPE OF WORK

2.1 General Requirements

- a. All equipment and services provided by the Contractor(s) under a Master Contract must be offered in all geographical areas of the State of Maryland.
- b. The Contractor shall be required to meet or exceed EIA/TIA specifications as well as all local, County, State and National (BOCA) building codes. Building materials and construction methods used will comply with the latest version of the Maryland Department of Transportation’s “Standard Specifications for Construction and Materials” a copy of which can be purchased by contacting the State Highway Administration’s Cashiers Office, 707 North Calvert Street, Room 108, P.O. Box 717, Baltimore, MD 21203-0717. The completed installations must comply in all respects with applicable rules of the Federal Communications Commission, the Federal Aviation Administration, EIA/TIA, BOCA and NEC standards.
- c. The Contractor shall assume total responsibility for project design, work, licenses and liability insurance of any required items for the contractor and any required subcontractors.
- d. All equipment and structures acquired and installed under this Master Contract are to be purchased on behalf of the State. Documents evidencing ownership of such equipment and structures by the State of Maryland shall be delivered to the State prior to payment of a final invoice under a Task Order.
- e. Supplied materials, including, but not limited to, any equipment shelter, fuel tank and tower, shall be new, unused and shall meet the latest design and fabrication standards of the Electronics Industry Association (EIA). All towers shall have a safety climbing cable installed.
- f. The Contractor’s work must be executed in such a manner that it minimizes disruption of day-to-day functions. Contractor(s) shall schedule an appointment with the agency to ensure access to a facility.
- g. The Contractor shall supply detailed specifications and design drawings of the proposed equipment shelter, tower and associated foundations with the Task Order Response.
- h. The Contractor shall ensure that materials and installations for any tower or shelter are in conformance with the manufacturer’s design specifications for all items included in any Task Order Response.
- i. The Contractor shall supply the State Program Manager (see Section 1.5.2) with weekly written progress reports for each project awarded under a task order.
- j. The Contractor will designate a Point of Contact (POC) for the State with regard to all provisions of the Master Contract.
- k. The State of Maryland shall be responsible for obtaining Federal Aviation Administration (FAA) approval and permits.

- l. The Contractor shall be responsible for installing systems in accordance with the equipment manufacturer's instructions, accepted standard industry practices, specifications in this RFP, and specific instructions as outlined in the accepted Statement of Work document. All tower installations shall meet ANSI/EIA/TIA-222 (Latest revision), Structural Standards for Steel Antenna Towers and Supporting Structures, 29 CFR 1910 and 29 CFR 1926 requirements. Proper and thorough grounding methods shall be employed to provide maximum lightning protection.
- m. All site installations must conform to the latest grounding guidelines for Communications Sites, which is based on many industry standards, including but not limited to NFPA-70, NFPA-780, ANSI/TIA/EIA-607, ANSI T1-313, IEEE Standard 80, IEEE Green Book, IEEE Standard 142, MIL-HDBK-419A and UL 467.
- n. Exact placement of the tower and shelter shall be coordinated by the Contractor with the State Project Manager.
- o. A site inspection by each offeror bidding on each Task Order Request is mandatory. Offerors are required to complete a Site Inspection Verification Form, which must be signed by the State Project Manager. The Site Inspection Verification Form will be included with each task order request. Offerors failing to provide proof of site inspection will be disqualified from the task order competition.

2.2 Site Preparation and Restoration

- a. The Contractor will install temporary storm-water management measures during construction of any tower or shelter.
- b. Upon completion of tower installation, the Contractor shall re-grade and, if necessary, install storm-water management, grub the entire site extending two (2) feet around the perimeter of the fence line; install filter cloth and defoliant and cover the entire site with #6 pea-gravel and/or crush/run.
- c. Disposition of any spoils shall be approved by the State Project Manager prior to its removal. The site will be landscaped using native species to achieve the appearance and character of the site prior to construction.
- d. Any damage to finished surfaces, surrounding areas, building, etc., from any installation shall be repaired to the damaged party's satisfaction at the Contractor's expense.
- e. The project area comprising (nominally) 10,000 square feet (100 feet by 100 feet) will be cleared for construction of the compound. Clearing and grading of tower site area. Excavation and backfill to accommodate the installation of a foundation for a self-supporting communications tower as identified in the Task Order. An access road shall be constructed to the standards described in the SHA Construction Specifications, 2001 version (Blue Book, section 500) with a crusher/run surface coat.
- f. The Contractor should plan for normal soil conditions as defined by Attachment J – Typical Soil Borings.
- g. The Contractor should plan for site conditions to be relatively level with rough brush and small trees with a diameter of no larger than 4 inches.

2.3 Communications Towers and Installation

- a. The Contractor shall be experienced and capable of installing wireless communications towers from, but not limited to, the following manufacturers: Central, Swager, Microflect/Valmont or Pirod. The Contractor will be responsible for ensuring that all communications towers and installation service performed complies with all applicable Federal Communications Commission (FCC), Federal Aviation Administration (FAA), Occupational Safety and Health Administration (OSHA), and Maryland Occupational Safety and Health (MOSHA) regulations.
- b. Installation of any tower shall include placing a foundation designed and certified by the tower manufacturer in accordance with soil borings provided by the State, erecting the tower, supplying and mounting 24-inch cable ladders on two faces of the tower (each must accommodate at least 15-3/4-inch snap-ins), and supplying and installing two (2) nominal 24-inches wide by 20 feet long extruded metal, 4 post, no cantilever ice bridges from the tower to the equipment shelter cable entry ports. The ice bridges will be electrically insulated from the tower.
- c. All towers shall be a solid steel leg constructed, self-supporting, microwave/radio communications tower and shall be constructed of high-strength steel. All components and hardware are to be hot-dip galvanized with a zinc coating (per EIA standards) after fabrication. A zinc coating shall be permanently fused to the steel, both inside and outside, so all surfaces are protected and no painting is required for rust protection. Upon delivery, of any tower shall be subject to approval by the State Project Manager and the State Program Manager (See Section 1.5.2).
- d. All towers shall be required to meet or exceed the latest EIA 222 standards (latest revision) for this type of tower. All towers and associated installation shall conform to all local, County, State and Federal building codes.
- e. The bottom 20 feet (minimum) of the tower shall have K-bracing construction to allow for ingress and egress under the tower.
- f. Proper and thorough grounding methods shall be employed to provide maximum lightning protection. All site installations must conform to the latest grounding guidelines for Communications Sites, which is based on many industry standards, including but not limited to NFPA-70, NFPA-780, ANSI/TIA/EIA-607, ANSI T1-313, IEEE Standard 80, IEEE Green Book, IEEE Standard 142, MIL-HDBK-419A and UL 467.
- g. The Contractor shall use typical soil borings supplied by the State (Sample Attachment - J) for analysis to assure that the engineered tower foundation and the calculated ground loadings are acceptable.
- h. Step bolts and safety climbs are to be provided as part of the tower.
- i. All leg and leg flange PL material is ASTM A-572 grade 50 ($F_y \geq 50$ ksi). All other material is ASTM A36 ($F_y \geq 36$ ksi).
- j. Concrete strengths to equal 3000 psi at 28 days.

- k. Non-chloride, non-corrosive concrete set accelerate may be utilized in compliance with ASTM-C-494 type C and ACI-318.
- l. Water reducing admixture may be utilized in compliance with ASTM-C-494.
- m. All admixtures should be dispensed into fresh concrete and sufficiently mixed. All admixtures must be added separately.
- n. Minimum concrete cover of 3" on all steel.
- o. Crown top of piers for drainage and chamfer all exposed concrete edges 1".
- p. Compact backfill in 9" lifts. Remove all forms prior to backfill.
- q. Installation of each tower shall include placing a foundation which is certified, signed and stamped by a Maryland registered Professional Engineer (certified drawings must be provided with the response to any task order) that it is designed in accordance with the tower manufacturer's recommendations based upon the soil borings provided by the State (see Attachment J), erecting the tower, supplying and mounting 24 inch cable ladders or wave guide stacker system on two faces of the tower (each must accommodate at least 15-3/4 inch snap-ins), and supplying and installing two (2) nominal 24 inches wide by 20 ft. long (nominal) extruded metal, four (4) post, no cantilever ice bridges from the tower to the equipment shelter cable entry ports. The ice bridges will be electrically insulated from the tower.
- r. All towers shall be erected to a height above ground (AGL) in such a manner as to assure straightness and plumb. The top 60 ft. (minimum) of the tower shall contain no slope.
- s. The Contractor shall purchase and install tower lighting equipment for any tower over 200 ft. as per FAA Advisory Circular AC70/7460-1-G or latest revision according to the following specifications:
 - 1. Installed by tower lighting manufacturer trained and certified personnel to install tower lighting equipment on any tower 200 ft. and above.
 - 2. Shall be manufactured to specifications for FAA type L-864 and FAA-AC 150/5345-43E.
 - 3. Install with a medium intensity, dual strobe system that provides a white strobe for day operation and a red strobe for night operation as per FAA requirements.
 - 4. Installed with lightning protection as recommended by the tower lighting system manufacturer.
 - 5. Have remote and onsite diagnostics capabilities including software and direct connect cable.
 - 6. Use Fresnel optics.
 - 7. Shall include 2-year parts warranty (to include flashtubes).

2.4 Monopole Antenna Tower Specifications – 100 Ft.

1. Must meet or exceed EIA, TIA, and AISC standards as well as any local code requirements.
2. Single member, self-supporting structure, continuously tapered.
3. Fabricated of high-strength steel.
4. Constructed of slip-fit tapered sections for easy on-site assembly.
5. Constructed of Hot-dipped galvanized steel to prevent corrosion.
6. Capable of supporting rotating platforms.
7. Steel used for construction must have a minimum yield strength of 65 ksi.

2.5 Prefabricated Concrete Equipment Shelters with Installation

- a. Shelter installations must be in conformance with manufacturer's requirements for application of warranties provided by the manufacturer. All openings in the shelter structure for the provision of entry or exit of cables, equipment, ventilation, etc. must be sealed to prevent the invasion of the shelter interior by insects, rodents and external moisture.
- b. Excavation and backfill (ranging in depth from 4 inches to 24 inches deep) will be undertaken for a foundation to accommodate the installation of a prefabricated communications equipment shelter as identified in the Task Order. The construction of one (1) concrete foundation with integrated continuous stoop(s) for the door(s), designed to support each identified concrete equipment shelter. The equipment shelter foundation shall be provided at the same time as the tower foundation.
- c. Excavation and backfill consisting of approximately 80 cubic feet of earth (ranging in depth from 4 inches to 24 inches deep) for a foundation to accommodate the installation one (1) 4x20-foot concrete foundation designed to support a 1000-gallon propane fuel tank. Installation of one (1) new 1,000 gallon LP propane fuel tank with hookup to the generator and shall include first propane fill-up.
- d. All grounding and bonding of site installations must conform to the latest grounding guidelines for Communications Sites which is based on many industry standards including but not limited to; NFPA 70, NFPA 780, ANSI/TIA/EIA-607, ANSI T1-313, IEEE Standard 80, IEEE Green Book; IEEE Standard 142, MIL-HDBK-419A and UL 467.
- e. After all towers and equipment shelters are installed, a 10-foot, high-galvanized chain-link fence will be installed with a minimum no.11 American wire gauge strength with 2-inch mesh openings. The fence will be topped by three strands of barbed wire or tape, evenly spaced 6 inches apart and angled outward 30-45 degrees from the vertical. A bottom rail will be included. The sole vehicle entry and exit point will be through a double-leaf swing gate or roll gate, which will be anchored where both leaves meet by a solid bolt, several feet long, on each leaf that is dropped into a steel anchoring hole in the

ground. The gate will be secured with a bridle made from 3/8 to 1/2 inch stranded stainless steel cable, looped on both ends using NiccoPress fasteners and secured with a case hardened padlock. The perimeter fence will be approximately 100-feet long by 100-feet wide. Four mercury vapor security lights, controlled with photoelectric cells and proximity sensors, will be installed within the fenced compound.

2.5.2 Equipment Shelter Specifications

- a. Size/Configuration - One or a combination of the following will be requested in task orders:
 1. 12 ft. X 38 ft. X 10 ft. prefabricated Equipment Shelter - One Piece - Two Room - with one (1) 75 kW Standby Generator. (See Attachment H-1).
 2. 12 ft X 38 ft. X 10 ft. Prefabricated Equipment Shelter - One Piece - One Room - without a Standby Generator. (See Attachment H-2).
 3. 12 ft. X 28 ft. X 10 ft. Prefabricated Equipment Shelter - One Piece - One Room - without a Standby Generator. (See Attachment H-3).

- b. Cable entry ports and cable ladders:
 1. Two cable entry points complete with weatherproof caps shall be provided for antenna cable entry. One entry point will be located on the long side of the building and the second entry point will be located on the end wall of the building between the air conditioner units. These locations are shown in the supplied Prefabricated Concrete Shelter Drawing (Attachment H1 – H3). Each port within both assemblies shall be four (4) inches in diameter, and shall be located with the top of the assembly located directly under the cable rack, in four (4) rows of four (4) ports each. In addition to the cable entry points, one single four inch PVC conduit sleeve for communications conduits and one single two inch PVC conduit sleeve for installation of S. O. cables to the tower lighting system, both with temporary end caps shall be installed. The actual location of these penetrations and sleeves will be defined in the task order and associated drawings.
 2. Cable ladders (24 inches wide) shall be mounted 1-foot below the ceiling and shall be oriented as shown in the supplied Prefabricated Concrete Shelter Drawing (Attachment H1-H3). The configuration of the cable ladder shall be as is shown in the provided Prefabricated Concrete Shelter Drawing (Attachment H1-H3). Cable ladder layout could vary slightly from shelter to shelter but total length of cable tray and associated electrical wiring will not be increased.

- c. HVAC
 1. HVAC units with 5KW heat strips shall be installed at locations specified on the drawings. Separate circuit breakers for each unit shall be installed in the main breaker panel. The successful bidder shall provide all air conditioners and HVAC units sufficient for the size of the shelter typically loaded with equipment. Each unit shall contain a time delay startup relay, low ambient control, and a forced air resistive heat strip. The outside portions of the unit will be weather/rodent/tamper proof.

d. Ventilation

1. All shelters shall be equipped with 16" ventilation fans with gravity operated back draft louvers and 16" gravity intake damper with filter and hood (bug and rodent intrusion resistant). Each fan shall be connected to a thermostatic device to allow automatic fan on-off control. The openings will be provided with shutters and weather hoods. All required exhaust piping and intake and exhaust plenums required for the manufacturer's recommended air flow shall be included as part of the installed equipment. All openings in the shelter structure for the provision of entry or exit of cables, equipment, ventilation, etc. must be sealed to prevent the invasion of the shelter interior by insects, rodents, and external moisture.

e. Heating

1. Electric baseboard heater strips shall supply heating for all shelters, including the generator rooms of double room shelters. Thermostats mounted on a wall opposite each heater shall control these heaters. The heaters will be sufficient for the size of the building to maintain a room temperature of 72 degrees F.

f. Insulation

1. Insulation shall be non-combustible, with a vapor barrier. Wall and floor thickness shall provide an R-11 (minimum) rating, and the roof shall have an R-19 (minimum) rating.

g. Finish

1. Concrete Construction - The wall outer finish will be natural stone aggregate finish with an aesthetically pleasing earth tone.

h. Foundations

1. Each foundation shall be comprised of concrete piers or concrete pad with steel reinforcement. The foundations shall level each shelter such that all foundation-to-shelter contact points have equal loads. The equipment shelter is to rest flush on the paved concrete foundation without showing any gaps between shelter and pad and to be level to within ½ degree. The shelter shall have a poured concrete entrance stoop for each entrance, and steps if necessary, to provide safe entry to the shelter. Any installations requiring stoops more than 24 inches above grade shall have safety rails installed.

i. Loading

1. The minimum floor loading design will be 300 lbs. per square foot (PSF).
2. The minimum roof loading design will be 100 lbs. per square foot (PSF).
3. The minimum wall loading design will be 34 lbs. per square foot (PSF).
4. The minimum wind loading design will be 50 lbs. per square foot (PSF).

j. Door

1. A single, reinforced steel finished door (two doors for shelters with two rooms)

shall be located on each shelter, per the attached drawings. The doors will be finished to match the appearance of the shelter. The doors shall be pre-hung, gasket sealed, insulated, approximately 3 foot by 7 foot, and in a metal frame. Door will be supplied with door-closer, magnetic weather stripping, drip strip over door, doorstop, door sweep and a 42-inch door canopy. Door checks and door stops shall be provided along with a three (3) point locking system for maximum security. The doors will have non-removable ball bearing hinges and deadbolt locks with tamper plates installed.

k. Floor and Wall Covering

1. The equipment shelter floor shall be covered with 1/8-inch, 12-inch by 12-inch vinyl tile, light in color (beige, tan, or white). The walls will be trimmed with a 4-foot high by 1/8-inch rubber base trim against the floor.
2. The walls will be covered with a minimum of white wood-grained paneling or white vinyl over 1/2-inch plywood. There will be a telephone mounting board of 3/4-inch by 4-foot by 8-foot plywood installed at one end of the equipment shelter that is painted to match the walls.

l. Electrical

1. The electrical installation and wiring shall conform to the latest version of the National Electrical Code. Surface mounted, grounded, duplex outlets shall be provided at five (5) foot intervals (where possible) around the exterior walls. All wiring shall be installed in surface mount EMT conduit. Outlets shall be installed 18 inches above finished floor. Horizontal runs of conduit will be installed a minimum of 7 1/2 feet above the floor whenever possible with vertical connections to the surface mounted devices to minimize interference with installing equipment against the wall. Two weatherproof outlets will be installed on the exterior of the shelter. These outlets are to be located at both ends of the shelter.
2. In addition, circuits supplying power to the equipment racks in shelters shall extend downward six (6) feet from boxes mounted at 22" intervals on the ceiling as shown in the supplied Prefabricated Concrete Shelter Drawing (Attachment H1-H3). Wiring for these drops shall be housed in "Sealtite" flexible conduit and each drop shall be terminated in a quad receptacle box. Each circuit drop shall have its own dedicated twenty (20) ampere circuit breaker. These drops shall be planned to fall immediately adjacent to the edge of the cable tray. The exact location for each drop shall be provided by the State in the Task Order.
3. Power to all shelters shall be fed through a properly sized 240-Volt, single-phase Safety switch mounted on the exterior wall of the shelter. See Attachment H1-Thru H3, Prefabricated Concrete Shelter Drawing" for locations.
4. The purchase and installation of conduit and wiring to extend the electrical service from the Electrical Company demarcation point into the safety switch on the back of the shelter, the installation of a vendor supplied isolation transformer between the utility company electrical demarcation point and the equipment shelter, and the supply and installation of a wooden backboard to accommodate at least one Power Company's meter socket will be the responsibility of the

Contractor.

5. Shelters are to be provided with either a 400-amp or 200-amp, 20-position (minimum) load center, equipped with a minimum of twenty (20) 20-amp breakers, as identified in the Task Order and in the five Examples of Task Orders. Breakers shall be “high magnetic” or high inrush current type (Square D, HM or equivalent). This box shall be installed at one end of the equipment area within five (5) feet of the primary cable entry port. The 400-amp shelters shall be provided with a 200-amp sub feed panel.
6. An interior system ground (halo) with a single #2 AWG stranded wire will be provided with proper connections to the shelter and, in turn, to the tower ground system. The halo will have a 6-inch break roughly opposite the Master Ground Bar. The internal ground system will be mounted on the wall using 2-inch standoff insulators and connected to a ¼” x 4”x 20”, 27 hole copper master ground bus bar that is installed directly under the cable entry port. This copper ground bar will be connected with a single #2 AWG solid tinned copper wire to the exterior ground rod. One, 10-foot (minimum) solid copper grounding rod (provided by the shelter contractor) shall be driven into the ground soil and subsurface directly under the cable entry port of the shelter. The rod shall, in turn, be connected to the tower grounding system and the internal grounding system. A minimum 2-inch copper strapping shall be used for each exterior ground connection. All exterior connections shall be exothermically welded to ensure proper connection. Electrical ground will be bonded to the RF ground.
7. An IEEE Type 1 SAD/MOV protection device will be installed across the main utility service entry; An IEEE Type 2 MOV protection device will be installed at the main power input inside the shelter, by means of a 60A fused breaker, across the utility lugs of the transfer switch (if applicable); The device will be installed inside of the Equipment Shelter.

m. Lighting

1. 48-inch, two or four-tube (see drawing), fluorescent fixtures shall provide sufficient lighting (minimum 50 foot candles) for the shelters. The lights shall be controlled by a wall switch internal to the shelter, and located at the entry door. See Attachment H-1 thru H-3, “Prefabricated Concrete Shelter Drawings” for details concerning number and arrangement of fixtures.
2. An exterior entry light shall be installed outside the doorways of the structure. This light shall be controlled by a photocell wired through a wall switch inside the shelter.

n. Lightning Protection

1. The following lightning protection shall be installed in the Equipment shelter:
 - a. An IEEE Type 1 SAD/MOV protection device shall be installed across the main utility panel board.
 - b. An IEEE Type 2 MOV protection device shall be installed at the main power input inside the building, by means of a fused 60A breaker, across

the utility lugs of the transfer switch.

o. Alarms

1. The shelter shall be pre-wired, with the following functions, to a common point in the radio compartment and terminated with a “66 Block” (See Attachment H-1 thru H-3 - Prefabricated Concrete Shelter Drawing).
 - a. High Temperature Alarm - Adjustable for over-temperature alert (may be integrated with HVAC system)
 - b. Low Temperature Alarm - Adjustable for under-temperature alert (may be integrated with HVAC system)
 - c. Generator Alarm - Output when generator is running
 - d. Entry/Intrusion - Output when either door is opened
 - e. Fire
 - f. Smoke

p. Generator room

1. On two-room shelters, there shall be a partition wall separating the emergency generator from the room containing the RF equipment. This partition wall shall have a one (1) hour fire rating (from the inside out and outside in). The floor under this section shall be reinforced to handle additional loading. Two intake louvers (motorized) and one exhaust fan with gravity louvers shall be installed. The powered louvers will default to a closed position in the event of a complete power failure. All louvers and openings will be wire covered for security and prevention of entry by rodents. A separate outside door shall be installed on this room and shall be identical to the equipment room door. See Attachment H-1, “12X38X10 with Generator Equipment Shelter Drawing” for location.
2. The lighting for this room shall be controlled by a separate wall switch internal to the room and located next to the entry door.

q. Generator

1. The Contractor shall supply shelters equipped with standby generators with either a 35 Kilowatt or 75 Kilowatt as identified in the relevant Task Order or Example of Task Order, liquid propane fueled, 1800-RPM generator, 60 Hz, 120/240 volt, single phase with a properly sized Automatic Transfer Switch capable of zero cross-over switching to eliminate service interruptions. The Contractor will provide an above ground 1,000-gallon fuel tank filled to rated capacity (liquid propane only).
2. Installation shall include all materials, parts, labor, etc. to provide a fully functional generator back-up system. Included in the installed price is the transfer switch and all associated wiring. Block heaters with necessary wiring are to be included. Fuel tank hookup, fuel tank, fuel tank pad and fuel supply piping to the

shelter is to be provided per the site work specifications.

3. Fuel strainers on the propane fuel systems must be installed for proper drainage to prevent moisture buildup in the line. Proper sized flex fuel lines needs to be installed on all generators and the fuel line so as to not impede the proper flow of fuel and must not be sharply bent, or crimped. Proper venting of the fuel system must be installed to ensure no buildup of pressure and safe venting will occur. Fuel lines run in conduit or sleeves must be sealed from moisture. Proper battery chargers must be installed for the appropriate system, either 12 VDC or 24 VDC, 110 VAC. Note: two (2) 12 VDC battery chargers is not acceptable on 24-volt systems.
 4. The shelter supply vendor in accordance with the Attachment G, "Startup Inspection for Generator Power Systems", must perform on-site startup of the generator. The original of this form must be completed and submitted prior to submission of an invoice for work performed.
 5. All alarm outputs from the generator are to be extended to the radio compartment of the shelter and terminated in a "66 block".
 6. All wiring for the generator must be routed overhead. It is unacceptable to cross the floor with conduits.
- r. External grounding
1. An external ¼" x 4" x 20", 27 hole copper ground bar is to be installed on the outside of the shelter directly under both cable entry ports and attached with two (2) solid tinned copper 2-inch ground straps to the single ground point directly below the main cable entry port.
 2. An external ground ring is to be provided around the shelter foundation. The buried external ground ring shall be in direct contact with the earth at a depth of 30 inches below the earth's surface with ground rods driven into the earth at intervals not to exceed twice the ground rod length. In the event 10-foot ground rods cannot be driven shorter rods are acceptable if driven at the proper intervals. The external ground ring is to be placed 2 feet outside the shelter footprint in order to be outside the drip line of the shelter.
 3. All grounds must be bonded together. This includes the generator, the shelter, the fuel tank, the fencing, the equipment shelter grounding system and the tower. The ground test reading must not normally exceed 5 OHMS. The State shall test all grounds using a fall-of-potential method test to determine compliance. In the event 5 Ohms cannot be reached by reasonable means and through no fault of the vendor, the State will determine the course of action to be taken by the vendor at an additional cost to the State. Grounds must test fewer than 25 OHMS for the site to be acceptable for reasons of personal safety.
 4. All grounding and bonding must conform to the latest version of the Motorola Guidelines for Communications Sites which is based on many industry standards including but not limited to; NFPA 70, NFPA 780, ANSI/TIA/EIA-607, ANSI T1-313, IEEE Standard 80, IEEE Green Book; IEEE Standard 142, MIL-HDBK-419A and UL 467.

5. The specified concrete equipment shelter identified in the Task Order shall be installed flush on the poured concrete foundation without showing any gaps between the building and the pad and is to be leveled to within ½ degree.

2.6 Labor Categories and Qualifications

The following section describes the labor categories to be provided under the RFP. Offerors must propose only these labor categories. No additional categories will be added during the term of the contract including any options.

a. Site Foreman

The Site Foreman shall have a minimum of five (5) continuous years of documented (by references and work history) experience, including but not limited to:

1. Tower erection,
2. Supplying and installing equipment shelters and associated foundations,
3. Generator hook-up and start-up; and
4. Electrical service hook-up and installation.

b. Contractor Program Manager

The Contractor Program Manager shall have five (5) continuous years of documented (by references and work history) experience, including but not limited to:

1. The coordination and supply of self-supporting towers with associated concrete foundations,
2. The coordination and supply of concrete equipment shelters with associated concrete foundations; and
3. The coordination of site work necessary to provide a fully functional Public Safety Wireless communications tower site.

Contractors shall only proposal staff available at the time of the Task Order submission. In response to each Task Order, Contractors shall provide personnel that satisfy the personnel qualifications specified within Section 2.5 for each of the labor categories required under the specific Task Order. In the event that labor categories are not identified in a Task Order, Contractors shall provide the appropriate labor categories for the Task Order from those specified in Section 2.5 that satisfy the requirements of those labor categories.

2.7 Project Assignment – Task Order Process

A Master Contract will be awarded in accordance with the Competitive Sealed Proposals procurement process under Code of Maryland Regulations 21.05.03.

2.7.1 Task Order Requests

Task Order requests will be initiated by the State Program Manager and shall define the scope and requirements of the specific needs of the requesting agency. At a minimum, Task Order requests will contain the following information:

- a. Project, Technical, and Contractual points of contact,
- b. Background information including task objectives,
- c. Technical requirements,
- d. Period of performance,
- e. Place of performance,
- f. Deliverable/delivery schedule,
- g. Inspection and acceptance criteria,
- h. Site Inspection Verification Form,
- i. Minority Business Enterprise Goal; and
- j. Selection will be made based on both technical and price with price having greater weight.

2.7.2 Task Order Proposal Requirements

The Master Contract shall be an Indefinite Quantity contract as defined in COMAR 21.06.03. Task Orders will be paid on a Fixed Price (FP) basis, utilizing the fixed unit prices proposed in the Master Contractor's financial proposal submitted in response to the RFP.

All Task Orders will be sent to all Contractors awarded a Master Contract. All Contractors receiving the Task Order must respond with either a Task Order proposal response or a written notification to the State Project Manager that they don't intend to submit a proposal and reason(s) why. Upon receipt of a Task Order, the Contractor shall provide a proposal in response to the requirements of the Task Order. At a minimum the proposal shall provide the following:

- a. Proposed approach to satisfying the requirements of the Task Order and development of Task Order deliverables,
- b. Proposed schedule in GANTT chart format,
- c. List of resources to perform the work,
- d. Site Inspection Verification Form, which must be signed by the State Project Manager or designee, as outlined in the Task Order Request,
- e. Detailed specifications and design drawings of proposed equipment shelter, tower and associated foundations,
- f. Two (2) copies of the foundation designs and the ground loading calculations certified by a Maryland registered Professional Engineer (P.E.) to the State Project Manager and one (1) copy to Maryland State Department of Budget & Management,
- g. A statement that the engineered tower foundations and the calculated ground loadings meet the manufacturer's recommended requirements; and
- h. Proposed price, using line itemizing; per project, on relevant cost proposal sheets provided in Attachment E.

2.7.3 Task Order Response Requirements

All Task Order Requests will be sent to all Contractors awarded a Master Contract under this RFP.

2.7.4 Procedure For Awarding A Task Order

The criteria for making a Task Order award determination and the relative weight of each criterion and price will be detailed in the Task Order Request.

2.7.5 Commencement Of Work Under A Task Order

Work in response to a Task Order shall be initiated only upon issuance of a fully executed TO Agreement or by a Notice to Proceed authorized by the State Project Manager.

2.8 Right of State to Discontinue or Suspend Participation of a Contractor

If a Contractor either repeatedly fails to respond to Task Order Requests, or repeatedly declines to bid, the State may provide a written warning that continued non-responses/non-participation could jeopardize the continued participation of that Contractor in the contract. If after receiving such warning the Contractor still does not respond to, or declines to bid on, Task Order Requests, upon additional written notice, the State may discontinue allowing that Contractor to participate in future Task Order Requests for the remaining duration of the contracts issued under this RFP.

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

Under either of the scenarios described above, upon receipt of such notice the affected Contractor may seek to explain its actions or lack of action, or refute the State's contention. The State will give due consideration to such remarks before deciding whether to implement any proposed action or continue with a described sanction.

2.9 Invoicing

Invoices shall be sent to the State Program Manager identified in Section 1.5.2 in accordance with the attached contract and itemized to separate the cost of the individual line items identified in the Price Sheet, Attachment E. Invoices submitted without clear, concise, readable, definitive information shall be returned to the Contractor for clarification, and may delay payment. Invoices must include the site name, site number, and the DBM-issued Purchase Order (P.O.) number. 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 of the work described in the Task Order. Partial payments are not permitted. Payment for invoices shall be rendered only after completion of inspections, submission of documentation more fully described in Section 2.9, and final acceptance as described in Section 2.10.

2.10 Warranty

All tower materials, tower equipment, tower lighting equipment, equipment shelter, generator and tower and building installation furnished by the vendor shall be fully guaranteed against defects in materials and workmanship for a minimum period of two (2) years after installation and final acceptance. A standard manufacturer's warranty, on parts and labor or two year warranty on parts and labor, whichever is greater, for new installations of towers, shelters and site work shall be included as part of these conditions. 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. Documentation must be provided by the Contractor that the equipment is titled to the State from the manufacturer and warranty cards for the equipment.

2.11 Documentation

Contractor shall provide a completed site survey form as part of their site documentation. The vendor shall provide electrical meter numbers and the name of the service provider. The contractor shall also provide a complete “as built” site diagram, equipment diagrams, wiring diagrams, tower construction documentation, etc. These do not have to be as built CAD diagrams. However, the diagrams must be to scale and show the utilities and underground work in relation to a fixed reference point. This information shall be included in the final documentation submittal per site.

2.12 Final Acceptance Sign-Off

Final acceptance by the State Program Manager shall take place:

After three (3) complete sets of “as-built” project documentation are on site and filed with the State of Maryland’s Project Manager.

Specifications of all lighting equipment and details concerning the maintenance of the tower are received.

The State receives a satisfactory inspection report from an independent tower vendor, funded by the State to perform a tower inspection, and all deficient items identified in the inspection report have been corrected to the State’s satisfaction. The State reserves the right to perform additional tower inspections to verify that deficient items have been corrected. Should the State require more than one tower inspection to verify correction of deficient items, all costs of the additional inspections, shall be deducted from the Contractor’s final payment.

All other deficiencies noted by the State have been corrected to the State’s satisfaction.

All bills of sale and warranties for the supplied materials are to be turned over to the State Program Manager (see Section 1.5.2). Titles, certificates of origin, or other documentation shall be supplied for all material provided under this statement of work. The documentation shall indicate that the material is the property of the State of Maryland, free and clear of liens or other security interests.

2.13 Performance Period For Acceptance

The State of Maryland may perform tests prior to acceptance and payment of each installation or service, to insure compliance with the requirements and specifications of the master contract and specific task order and specific proposal to a respective task order. Final acceptance shall be upon completion of the proof of performance and after all documentation is on site. The State’s Project Manager will make this determination. This period shall not exceed thirty (30) days unless notice is made to the contractor detailing performance issues and determining the number of days acceptance is being delayed.

2.14 Reports

Monthly electronic (e-mail) or magnetic media reports must be issued to DBM/OIT regarding

purchase, installation, etc, of equipment and MBE participation associated with the contract as a result of this RFP in a format specified by the State (Delimited ASCII, Lotus, Excel, Access or Paradox is acceptable). The monthly reports must be submitted to the State Program Manager as identified in Section 1.5.2 of this RFP by the 15th of the following month.

The reports shall contain the following information in column format:

- a. Agency Acronym (DGS, DHMH, MDOT, etc.),
- b. Division Name (Telecommunications, Crownsville Hospital, State Highway Administration, etc.),
- c. Address where equipment is installed,
- d. Description,
- e. Serial Number,
- f. Quantity,
- g. Description,
- h. Unit price,
- i. Extended unit price,
- j. Unit installation price,
- k. Extended unit installation price,
- l. Shipping code; and
- m. A total of each column.

Reports shall contain, as a minimum, the following summary information:

- a. A cover sheet identifying the period covered by the report,
- b. The departments who requested services during the specified time period,
- c. The unit total by department; and
- d. A final total column and row.

2.15 Liquidated Damages

Time is an essential element of the contract and it is important that the work be vigorously prosecuted until completion. If the contractor fails to complete the project in the stated or otherwise State agreed time, an event occurs. For each event, the contractor may be assessed liquidated damages in the amount of 0.1% (1/10 of one percent) of the total task order amount per day from the time the event occurred. The liquidated damages will be assessed against the affected contractor invoice. Delay of work for each event shall commence when the State provides notice to the contractor of the event. Delay of work shall terminate when the work is returned to the schedule as determined by the State. The Contractor will not be assessed liquidated damages when the event is the result of a national emergency or natural disaster, fire, or other acts of God, provided the Contractor notifies the State of such circumstances and the State determines the event was beyond the control and without fault or negligence of the Contractor. This compensation will be for delay related costs only. Contractor will remain liable for other non-delay costs actually incurred by the State such as excess procurement costs in the event the contract must be re-competed by the State or awarded to another contractor.

2.16 Implementation of the “Buy American Steel” Act

- a. The Contractor shall supply only domestic steel products as defined in COMAR Title 21.11.02. The Contractor(s) shall submit to the procurement officer a statement that the steel products are of domestic origin.

- b. After the award of the contract, the procurement officer is authorized to verify the sources of supply of steel products that are to be incorporated into the work performed under this contract.

SECTION 3 – PROPOSAL FORMAT

3.1 Two Part Submission

Offerors must submit proposals in two separate volumes:

- Volume I - TECHNICAL PROPOSAL
- Volume II - FINANCIAL PROPOSAL

3.2 Proposals

Volume I-Technical Proposal must be sealed separately from Volume II-Financial Proposal but submitted simultaneously to the Procurement Officer (address listed on Key Information Summary). An unbound original, so identified, and **five (5)** copies of each volume are to be submitted. An electronic version of both the Volume I- Technical Proposal in MS Word format and the Volume II- Financial Proposal in MS Word format must also be submitted with the unbound originals technical or financial volumes, as appropriate. Electronic media may be 3-1/2” diskette or CD.

3.3 Submission

Each Offeror is required to submit a separate sealed package for each "Volume", which is to be labeled Volume I-Technical Proposal and Volume II-Financial Proposal. Each sealed package must bear the RFP title and number, name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of the proposals on the outside of the package.

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

3.4 Volume I – Technical Proposal

3.4.1 Transmittal Letter

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

3.4.2 Format of Technical Proposal

Technical proposals must be submitted in a separate sealed package labeled "Volume I - Technical Proposal" and must bear the name and address 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 unbound original, to be so labeled, **five (5)** copies and the electronic version shall be provided. The technical proposal shall include:

3.4.2.1 Title, Table of Contents and Confidential Information Declaration.

The technical proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. This should be followed by a table of contents for the technical proposal. Information which is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in its Financial Proposal.

3.4.2.2 Executive Summary

The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled "Executive Summary". The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the contract (Attachment A), or any other attachments.

3.4.3 Proposed Services

Offeror must include discussion on the following:

3.4.3.1 Site Work Materials and Installation (Section 2.2)

- a. Offeror shall describe the number of people on a crew, their job title and the number of crews that are available to work on different job sites simultaneously.
- b. Offeror shall describe method of completing site survey form as part of their site documentation.
- c. Offeror shall describe the method with which scale diagrams are produced, and show the utilities and underground work in relation to a fixed reference point.
- d. Offeror shall also provide its capability to complete "as built" site diagrams, equipment diagrams, and wiring diagrams.
- e. Offeror shall provide capability to install electrical meter and name of typical service provider(s) and sub-contractors.

3.4.3.2 Tower Installation (Section 2.3)

- a. Offeror shall describe their capability to install self-supporting and monopole towers.
- b. Offeror shall describe their experience and ability to install, maintain and service wireless communications antenna support structures and equipment from multiple manufacturers, including but not limited to, Rohn, Central, Swager, Microflex/Valmont, Pirod and other manufacturers of antenna support products. The State does not require that an Offeror have previous experience in all manufacturers' products in order to submit a proposal in response to this RFP.
- c. Offeror shall describe procedures in place ensuring that all installations and services performed comply with all applicable Federal Communications Commission (FCC) and Federal Aviation Administration (FAA), Occupational Safety and Health

Administration (OSHA), and Maryland Occupational Safety and Health Administration (MOSHA) regulations.

- d. Offeror shall describe the number of people on a crew, their job title and the number of crews that are available to work on different job sites simultaneously.
- e. Offeror shall describe any warranty provided by the manufacturer beyond the two years requested by the State.
- f. Offeror shall provide a general timeline for design and installation.

3.4.3.3 Equipment Shelters and Installation (Section 2.4)

- a. Offeror shall describe the typical installation of concrete foundation for equipment shelter, company equipment owned or leased, including any potential subcontractor.
- b. Offeror shall describe what Manufacturer's prefabricated shelter is typically utilized and any warranty provided beyond the one year requested by the State.
- c. Offeror shall provide capability to install electrical connections and name of typical sub-contractors utilized, if not executed by Master Contractor.
- d. Offeror shall describe the number of people on a crew, their job title and the number of crews that are available to work on different job sites simultaneously.
- e. Offeror shall describe typical timeframe for installation including all phases of installation.

3.5 Additional Required Submissions

3.5.1 Offerors shall provide a sample task order response for example Task Order #2 included in Attachment E. Example Task Order #2 is for a 330 ft. self supporting tower and 12 ft. x 38 ft. x 10 ft. shelter. At a minimum the sample task order response must include the following information:

- a. Proposed approach to satisfying the requirements of the example Task Order and development of example Task Order deliverables,
- b. Proposed schedule in GANTT chart format,
- c. List of resources to perform the work,
- d. Detailed specifications and design drawings of proposed equipment shelter, tower and associated foundations for example Task Order #2; and
- e. Two (2) copies of the foundation designs and the ground loading calculations certified by a Maryland registered Professional Engineer (P.E.)

3.5.2 Bid/Bid Affidavit - Attachment B

- 3.5.3 Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1)
- 3.5.4 Letter from bonding company providing evidence that offeror is capable of securing the required performance bond.

3.6 Offeror Experience and Capabilities

- 3.6.1 Offerors shall include information on past experience with similar projects and pertinent corporate resources and shall include the following sections:
- 3.6.2 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 presently serves, etc.
- 3.6.3 Offerors shall describe the corporate resources that will be available to support this contract.
- 3.6.4 Offeror shall provide a minimum of three references from its customers who are capable of documenting:
 - a. The Offeror's ability to manage projects of comparable size and complexity.
 - b. The quality and breadth of services provided by the Offeror.

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.

- c. 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).
 - d. 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.
- 3.6.1.4 The Offeror shall include the following:
- a. Evidence that the Offeror has financial capacity to provide the services. Offeror must provide the last two, year end independently audited financial statements and current Dun & Bradstreet rating or equivalent.
 - b. A statement as to whether there are any known outstanding legal actions against the Offeror.
 - c. A copy of the Offeror's current certificate of insurance, which, at a minimum,

should contain the following:

Worker's Compensation - The vendor shall maintain such insurance as necessary and/or as required under Worker's Compensation Acts, U.S. Longshoremen's and Harbor Workers' Compensation Act, and the Federal Employers Liability Act.

General Liability - The contractor shall purchase and maintain the following insurance protection for liability claims arising as a result of the Contractor's operations under this agreement.

Standard Insurance Service Office (ISO)

Commercial General Liability, Occurrence Form
\$2,000,000 - General Aggregate Limit (other than products/completed operations)
\$2,000,000 - Products/completed operations aggregate limit
\$1,000,000 - Each Occurrence Limit
\$1,000,000 - Personal and Accidental Injury Limits
\$ 50,000 - Fire Damage Limit
\$ 5,000 - Medical Expense

The State will be named as an Additional Insured on all liability policies (Workman's Compensation excepted) and Certificates of Insurance evidencing this coverage will be provided prior to the commencement of any activities.

3.7 Economic Benefits to the State of Maryland

A general description of how performance of Task Orders by the Offeror will benefit Maryland. It is understood that because of the task order nature of the Master Contract that an Offeror cannot make specific commitments of personnel and resources in the Master Contract proposal response. However, the Offeror should describe in general terms, the following:

The Offeror shall describe the benefits that will accrue to the Maryland economy as a direct or indirect result of the Offeror's performance of the contract resulting from this RFP.

Note: do not include total contract dollars taken from the financial proposal in completing this section. Use percentages where appropriate (see below).

Economic benefits include:

- The percentage of the 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. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
- The numbers and types of jobs for Maryland residents resulting from the contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the contractor has committed at both prime and, if applicable, subcontract levels.

- Tax revenues to be generated for Maryland and its political subdivisions as a result of this contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
- Subcontract dollars committed to Maryland small business and MBEs.

In addition to the factors listed above, the Offeror should explain any other economic benefit to the State of Maryland that would result from the Offeror's proposal.

3.8 Volume 2 – Financial Proposal

Offerors must provide as a part of their **financial proposal**, completed Attachment “E” – Examples of Task Orders 1 thru 5.

Prices proposed shall remain firm during the initial contract period. Prices proposed are not to exceed prices. Individual Task Order pricing may offer a reduction in price from the base pricing.

The State of Maryland will expect to receive any reduction in prices made effective after contract award and throughout the term of the contract.

No payments shall be made for costs not included in any task order.

Each item required by this procurement must be individually priced (i.e., priced per single unit) and where applicable, able to be ordered individually. Complete systems ordered may not require all options, and must be able to be ordered individually.

All pricing shall be F.O.B. **destination**.

For purposes of evaluation, the Offeror shall provide pricing for the following five (5) task order configurations included in Attachment “E” - Examples of Task Orders 1 thru 5:

Example of Task Order # 1: Contractor shall supply and install one (1) 180-ft self-supporting lattice tower and one (1) 12 ft. X 38 ft. X 10 ft. - one- piece - two-room concrete equipment shelter equipped with 35kW generator.

Example of Task Order # 2: Contractor shall supply and install one (1) 330-ft self-supporting lattice tower and one (1) 12ft. X 38 ft. X 10 ft. - one- piece - two-room concrete equipment shelter equipped with 75KW generator.

Example of Task Order # 3: Contractor shall supply and install one (1) 450-ft self-supporting lattice tower, one (1) 12 ft. X 38 ft. X 10 ft. one piece - two-room equipment shelter equipped with 75 kW generator and one (1) 12 ft. X 38 ft. X 10 ft. - one-piece - one-room equipment shelter without generator.

Example of Task Order # 4: Contractor shall supply and install one (1) 100-ft monopole tower and One (1) 12 ft x 28 ft X 10 ft. one-room concrete equipment shelter without generator.

Example of Task Order # 5: Contractor shall supply and install one or a combination of two (2) of the following shelters at different locations:

One (1) 12 ft. X 38 ft. X 10 ft. without generator.

One (1) 12 ft. X 38 ft. X 10 ft. with a 75 kW standby generator.

One (1) 12 ft X 28 ft. X 10 ft. without generator..

SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

4.1 Evaluation Criteria

Evaluation of the proposals will be based on the criteria set forth below: The Contract resulting from RFP will be awarded to the Offeror that is most advantageous to the State, considering price and the evaluation factors set forth herein. In making this determination, technical merit will receive greater weight than price.

4.2 Technical Criteria

The criteria to be applied to each technical proposal are listed in descending order of importance:

- 1) The Offerors' technical response to sample of Task Order #2 (Section 3.5.1)
- 2) Offeror experience and capabilities that illustrate the Offeror's ability to successfully complete these types of projects (Sections 3.4.3.1-3.4.3.3 and 3.6)
- 3) Financial capability (Section 3.6.1.4)
- 4) Economic benefit to the State (Section 3.7)

4.3 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, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

4.4 Selection Procedures

4.4.1 General Selection Process

The contract will be awarded in accordance with the competitive sealed proposals process under Code of Maryland Regulations 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.

Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an Offeror to be not responsible and/or not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.

4.4.2 Selection Process Sequence

1. The first level of review will be an evaluation for technical merit. During this review oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the States' requirements and the Offeror's ability to perform, and to facilitate arrival at a contract that will be most advantageous to the State. For scheduling purposes Offerors should be prepared to make an oral presentation and participate in discussions within two weeks of the delivery of proposals to the State. The Procurement Officer will contact Offerors when the schedule is set by the State.
2. Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
3. The financial proposal of each qualified Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of qualified Offerors, the Procurement Officer may again conduct discussions.
4. When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).

Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer will recommend award of the contract to the responsible Offeror whose proposal is determined to be the most advantageous to the State considering evaluation and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical factors will be given greater weight than financial factors.

ATTACHMENT A

STATEWIDE WIRELESS COMMUNICATIONS INFRASTRUCTURE SITE INSTALLATIONS 050R48000143

THIS CONTRACT is made this _____ day of _____, 2004 by and between _____ and the **STATE OF MARYLAND**, acting through the **MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT**.

IN CONSIDERATION of the premises and the covenants herein contained, the parties agree as follows:

Definitions

In this Contract, the following words have the meanings indicated:

1.1 “Contractor” means _____ whose principal business address is _____ and whose principal office in Maryland is _____.

1.2 “Department” means the Maryland Department of Budget and Management.

1.3 “Financial Proposal” means the Contractor’s Financial Proposal dated _____.

1.4 “Procurement Officer” means Robert Krysiak of the Department.

1.5 “RFP” means the Request for Proposals, Project No.050R4800143, dated _____.

1.6 “State” means the State of Maryland.

1.7 “Task Order” means a description by the State of the individual projects for which proposals will be solicited.

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

2. Scope of Work

2.1 The Contractor shall provide wireless communications infrastructure site installations as described in the in the RFP, Contractor’s Technical and Financial Proposal and the Task Orders 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 (when executed).

Exhibit C – The Task Order Agreement (when executed).

Exhibit D - The Technical Proposal.

Exhibit E - The Financial Proposal.

Exhibit F – State Contract Affidavit Addendum.

2.2 Changes

(1) The Procurement Officer, subject to any additional approvals required by State law, must first approve any amendment to this Contract in writing. No amendment to this Contract shall be binding unless so approved and unless it is in writing and signed by the party to be charged. The Procurement Officer unilaterally may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:

- (a) In the specifications (including drawings and designs);
- (b) In the method or manner of performance of the work;
- (c) In the State-furnished facilities, equipment, materials, services, or site; or
- (d) Directing acceleration in the performance of the work.

(2) Any other written order or an oral order, including a direction, instruction, interpretation or determination from the Procurement Officer that causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the Procurement Officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.

(3) Except as herein provided, no order, statement, or conduct of the Procurement Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(4) Subject to paragraph (6), if any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this Contract, whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under (2) above shall be allowed for any costs incurred more than 20 days before the Contractor gives written notice as therein required; and provided further, that in the case of defective specifications for which the State is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.

(5) If the Contractor intends to assert a claim for an equitable adjustment under this clause, he shall, within 30 days after receipt of a written change order under (1) above or the furnishing of written notice under (2) above, submit to the Procurement Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the State. The statement of claim hereunder may be included in the notice under (2) above.

(6) Each Contract modification or change order that affects Contract price shall be subject to the prior written approval of the Procurement Officer and other appropriate authorities and to prior certification of the appropriate fiscal authority of fund availability and the effect of the modification or change order on the project budget or the total construction cost. If, according to the certification of the fiscal authority, the Contract modification or change order will cause an increase in cost that will exceed budgeted and available funds, the modification or change order may not be made unless sufficient additional funds are made available or the scope of the project is adjusted to permit its completion within the project budget.

(7) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

3. Time for Performance.

Unless terminated earlier as provided in this Contract, the Contractor shall provide the services and related products for the period beginning on March 1, 2004 and ending on February 28, 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 Orders that begin before the ending date of the Contract shall be governed by all of the terms of this Contract.

4. Consideration and Payment

4.1 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 Orders shall not exceed the total sum of \$_____. Contractor shall notify Procurement Officer, in writing, at least 60 days before payments reach the specified amount. After notification from the Contractor, if the State fails to increase the contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount.

4.2 Payment to the Contractor shall be made in accordance with the RFP and the Task Order Agreement. A Task Order may specify that a portion of the payments due will be withheld until completion of the Task Order. 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.

4.3 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.

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

5. Rights to Records

5.1 The Contractor agrees that all documents and materials including but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor, for purposes of this Contract with the State of Maryland shall be the sole property of the Department and shall be available to the Department at any time. The Department shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created under this Contract, and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works for hire for the Department, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

5.3 The Contractor shall report to the Contract Officer, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this agreement.

5.4 The Contractor shall not affix any restrictive markings upon any data and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

5.5 Upon termination of this Contract, the Contractor, at its own expense, shall deliver any records, equipment, software or other property provided by the State to the place designated by the Procurement Officer.

6. Patents, Copyrights, Intellectual Property

6.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

6.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. If a third party claims that a Product infringes that party’s patent or copyright, the Contractor will defend the Agency against that claim at Contractor’s expense and will pay all damages, costs and attorney fees that a Court finally awards, provided the Agency (i) promptly notifies the Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in section 6.2 below.

6.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or

c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

7. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.

8. Insurance Requirements

The Contractor shall maintain general liability insurance with the minimum coverage limits specified in the RFP. The State of Maryland will be named as an additional named insured on all liability policies (Workers' Compensation excepted) and certificates of insurance evidencing this coverage will be provided prior to the commencement of any activities under the RFP and this Contract.

9. Non-Hiring of Employees

No official or employee of the State of Maryland as defined under State Government Article section 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract shall, during the pendency and term of this Contract and while serving as an official or employee of the State become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

10. Disputes

10.1 This contract is subject to the provisions of State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland, and COMAR 21.10.

10.2 Except as otherwise provided in this contract or by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with this clause.

10.3 As used herein, claim means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this clause.

10.4 Within 30 days after contractor knows or should have known of the basis for a claim relating to this contract, contractor shall file a written notice of claim with the Procurement Officer.

10.5 Contemporaneously with, or within 90 days after, the filing of a notice of claim, contractor shall submit the written claim to the Procurement Officer. If contractor so requests, the Procurement Officer, on conditions the Procurement Officer deems satisfactory to the unit, may extend the time in which contractor must submit the claim. An example of when a Procurement Officer may grant an extension includes situations in which the Procurement Officer finds that a contemporaneous or timely cost quantification following the filing of the notice of claim is impossible or impractical.

10.6 The claim shall set forth all the facts surrounding the controversy. Contractor, at the discretion of the Procurement Officer, may be afforded an opportunity to be heard and to offer evidence in support of the claim.

10.7 The Procurement Officer shall mail or deliver written notification of the final decision within:

"(1) 90 days after the Procurement Officer receives the claim if the claim is an amount for which the Appeals Board accelerated procedure, set forth in COMAR 21.10.06.12, may be used;

"(2) 180 days after the Procurement Officer receives the claim for a claim not covered under §G(1) of this regulation; or

"(3) A longer period that the Procurement Officer and contractor agree to in writing.

10.8 The final decision may award a contract claim only for those expenses incurred not more than 30 days before contractor was initially required to have filed the notice of claim.

10.9 The Procurement Officer's decision is the final action of the agency. If the Procurement Officer fails to render a final decision within the time required, contractor may deem the failure to be a final decision not to pay the claim.

10.10 If the final decision grants the claim in part and denies the claim in part, the agency shall pay contractor the undisputed amount. Payment of the partial claim is not an admission of liability by the agency and does not preclude the agency from recovering the amount paid if a subsequent determination modifies the final decision.

10.11 Contractor may file a written appeal with the Maryland State Board of Contract Appeals within 30 days of receipt of notice of the decision.

10.12 Pending resolution of a claim, contractor shall proceed diligently with the performance of the contract in accordance with the Procurement Officer's decision.

11. Maryland Law

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

12. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

13. Contingent Fee Prohibition

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 Contract.

14. Nonavailability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

15. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

16. Termination for Convenience

(1) The performance of work under this contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the Procurement Officer shall determine that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

(2) After receipt of a Notice of Termination, and except as otherwise directed by the Procurement Officer, the Contractor shall:

- (a) Stop work under the contract on the date and to the extent specified in the Notice of Termination;
- (b) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of the portion of the work under the contract as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by Notice of Termination;
- (d) Assign to the State in the manner, at the times, and to the extent directed by the Procurement Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the State shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- (e) Settle all outstanding liabilities and all claims arising out of the termination of orders and subcontracts, with the approval or ratification of the Procurement Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;
- (f) Transfer title and deliver to the State, in the manner, at the times and to the extent, if any, directed by the Procurement Officer, (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (ii) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the State;
- (g) Use his best effort to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Procurement Officer, any property of the types referred to in (f) above; provided, however, that the Contractor (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Procurement Officer; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the State to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Procurement Officer may direct;

(h) Complete performance of such part of the work as may not have been terminated by the Notice of Termination; and

(i) Take such action as may be necessary, or as the Procurement Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the State has or may acquire an interest. The Contractor may submit to the Procurement Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Procurement Officer, and may request the State to remove such items or enter into a storage agreement covering them. Not later than 15 days thereafter, the State shall accept title to such items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the Procurement Officer upon removal of the items, or if the items are stored, within 45 days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

(3) After receipt of a Notice of Termination, the Contractor shall submit to the Procurement Officer his termination claim, in the form and with certification prescribed by the Procurement Officer. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the Procurement Officer, upon request of the Contractor made in writing within such one year period or authorized extension thereof. However, if the Procurement Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such one year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Procurement Officer may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

(4) Subject to the provisions of paragraph (3), the contractor and the Procurement Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (5) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Procurement Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the contractor pursuant to this paragraph.

(5) In the event of the failure of the Contractor and the Procurement Officer to agree, as provided in paragraph (4), upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the Procurement Officer shall pay to the Contractor the amounts determined by the Procurement Officer as follows, but without duplication of any amounts agreed upon in accordance with paragraph (4):

- (a) With respect to all contract work performed before the effective date of the Notice of Termination, the total (without duplication of any items) of:
 - (i) The cost of the work;

(ii) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in paragraph (2)(e) above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor before the effective date of the Notice of Termination of Work under this contract, which amounts shall be included in the cost on account of which payment is made under (i) above; and

(iii) A sum, as profit on (i) above, determined by the Procurement Officer, to be fair and reasonable; provided, however, that if it appears that the contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

(b) The reasonable cost of the preservation and protection of property, incurred pursuant to paragraph (2)(i); and any other reasonable cost incidental to termination of work under this contract, including expense incidental to the determination of the amount due to the Contractor as the result of the termination of work under this contract.

The total sum to be paid to the Contractor under (a) above, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the State shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor under (a) above, the fair value, as determined by the Procurement Officer, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the State, or to a buyer pursuant to paragraph (2)(g).

(6) Costs claimed, agreed to, or determined pursuant to (3), (4), (5), and (9) hereof shall be in accordance with COMAR 21.09 as in effect on the date of this contract.

(7) The Contractor shall have the right of appeal, under the clause of this contract entitled "Disputes", from any determination made by the Procurement Officer under paragraph (2), (5), or (9) hereof, except that if the Contractor has failed to submit his claim within the time provided in paragraph (3) or (9) hereof, and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Procurement Officer has made a determination of the amount due under paragraph (3), (5), or (9) hereof, the State shall pay to the Contractor the following: (a) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Procurement Officer, or (b) if an appeal has been taken, the amount finally determined on such appeal.

(8) In arriving at the amount due the Contractor under this clause there shall be deducted (a) all unliquidated advance or other payments or account theretofore made to the Contractor, applicable to the terminated portion of this contract, (b) any claim which the State may have against the Contractor in connection with this contract, and (c) the agreed price for, or the proceeds of sale of any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the State.

(9) If the termination hereunder be partial, the Contractor may file with the Procurement Officer a claim for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable adjustment under this clause shall be asserted within ninety (90) days from the effective date of the termination notice, unless an extension is granted in writing by the Procurement Officer.

(10) The State may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this contract whenever in the opinion of the Procurement Officer the aggregate of such payments shall be within the amount to which the Contractor shall be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the State upon demand, together with interest computed at the legal rate for the period from the date such excess payment is received by the contractor to the date on which the excess is repaid to the State; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of the retention or disposition, or a later date as determined by the Procurement Officer by reason of the circumstances.

(11) Unless otherwise provided for in this contract, or by applicable statute, the Contractor shall, from the effective date of termination until the expiration of three years after final settlement under this contract, preserve and make available to the State at all reasonable times at the office of the Contractor but without direct charge to the State, all his books, records, documents and other evidence bearing on the costs and expenses of the contractor under this contract and relating to the work terminated hereunder, or, to the extent approved by the Procurement Officer, photographs, microphotographs, or other authentic reproductions thereof.

17. Delay and Time Extensions

(1) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the State may, by written notice to the Contractor, terminate his right to proceed with the work or the part of the work as to which there has been delay. In this event the State may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work the materials, appliances, and plant as may be on the site of the work and necessary therefor. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any damage to the State resulting from his refusal or failure to complete the work within the specified time.

(2) If fixed and agreed liquidated damages are provided in the contract and if the State so terminates the Contractor's right to proceed, the resulting damage shall consist of such liquidated damages until a reasonable time as may be required for final completion of the work together with any increased costs occasioned the State in completing the work.

(3) If fixed and agreed liquidated damages are provided in the contract and if the State does not so terminate the Contractor's right to proceed, the resulting damage shall consist of these liquidated damages until the work is completed or accepted.

(4) The Contractor's right to proceed may not be so terminated nor the contractor charged with resulting damages if:

(a) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and

without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(b) The Contractor, within 10 days from the beginning of any such delay (unless the Procurement Officer grants a further period of time before the date of final payment under the contract), notifies the Procurement Officer in writing of the causes of delay. The Procurement Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgement, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in the "Disputes" clause of this contract.

(5) If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to the clause. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be equitably adjusted to compensate for the termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes".

(6) The rights and remedies of the State provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

(7) As used in paragraph (4)(a) of this clause, the term "subcontractors or suppliers" means subcontractors or suppliers at any tier.

18. Suspension of Work

18.1 The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for a period of time as he may determine to be appropriate for the convenience of the State.

18.2 If the performance of all or any part of the work is for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Procurement Officer in the administration of this contract, or by his failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by an unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or (2) for which an equitable adjustment is provided for excluded under any provision of this contract.

18.3 No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Procurement Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of a suspension, delay, or interruption, but not later than the date of final payment under the contract."

19. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

20. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, which requires 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 these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

21. Political Contribution Disclosure

The Contractor shall comply with the provisions of Elections Law Article, Sections 14-101 through 14-108 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, a county or an incorporated municipality or their agencies, during a calendar year under which the person receives in the aggregate, \$100,000 or more, shall, file with the State Board of Elections 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. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

22. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the State of Maryland under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section.

23. Compliance with Laws

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,

D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract, except where specifically exempted from such requirements by the RFP.

24. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

25. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State of Maryland, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of sections 9, and 11 through 24 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

26. Indemnification

26.1 The Contractor shall indemnify the State against liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

26.2 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

26.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

26.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

27. Implementation of the “Buy American Steel” Act

The Contractor shall supply only domestic steel products as defined in COMAR Title 21.11.02. The Contractor shall submit to the Procurement Officer a statement that the steel products are of domestic origin. After the award of the contract the Procurement Officer is authorized to verify the sources of supply of steel products that are to be incorporated into the work performed under this contract.

28. Differing Site Conditions/Site Investigation

28.1 Differing Site Conditions

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

28.1.2 No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (1) above; provided, however, the time prescribed therefore may be extended by the State.

28.1.3 No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

28.2 Site Investigation

The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the State, as well as from information presented by the drawings and specifications made a part of this contract. Any failure by the Contractor to acquaint himself with the available information may not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The State assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the State.

29. Removal of Defective Work

All work and materials, which do not conform to the requirements of the Contract, will be considered unacceptable.

29.1 Any unacceptable or defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness, design error or omission by the Contractor or his subcontractors and suppliers at any tier, or any other cause, shall be promptly removed and replaced by work and materials which shall conform to the Contract requirements or shall be remedied otherwise in an acceptable manner authorized by the Procurement Officer.

29.2 Upon failure on the part of the Contractor to comply promptly with the provisions of this section, the State shall have authority to cause defective, unauthorized, or unacceptable work to be remedied, removed, or replaced at the Contractor's expense.

30. Use of Contractor's Forms Not Binding on State

30.1 The use or execution by the State of any forms, orders, agreements, or other documents of any kind, other than the Contract Documents, used pursuant to or in the administration of any Contract awarded by the State to Contractor, shall not bind the State to any of the terms and conditions contained therein except those provisions:

(a) generally describing for the purposes of ordering: equipment or services to be provided, locations, quantities, delivery or installation dates, and, to the extent consistent with the Contract Documents, prices; and

(b) not otherwise inconsistent with the Contract Documents.

30.2 Any such form, order, agreement or other document shall not vary, modify, or amend the terms and provisions of the Contract Documents, notwithstanding any provision to the contrary in such document, unless all of the following conditions are met:

(a) The document expressly refers to the particular document and provision of the Contract Documents being modified and plainly and conspicuously identifies any modification thereto as a modification of the Contract;

(b) The document is executed on behalf of the State by an Assistant Secretary or Procurement Officer with authority to do so; and

(c) Execution of the document is approved by the procurement authority whose approval is required by law.

31. Performance Bond

The required bond shall be in the form specified. See RFP, Attachment F.

32. Liquidated Damages

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

32.2 For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the contract, the Contractor shall be liable for liquidated damages in the amount(s) provided for in the solicitation, provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved change orders.

33. Administrative

33.1 Procurement Officer. The work to be accomplished under this Contract shall be performed under the direction of the Procurement Officer. All matters relating to the interpretation of this Agreement shall be referred to the Procurement Officer for determination. The State will designate a Project Manager who will make all on-site decisions and provide a single point of contact for installation and construction issues.

33.2 Notices. All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State:

Mr. G. Edward Ryan, Director of Wireless Communications
Telecommunications Division
Department of Budget and Management
301 W. Preston Street, Room 1304
Baltimore, MD 21201

If to the Contractor: (To be completed)

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

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

CONTRACTOR

MARYLAND DEPARTMENT OF
BUDGET AND MANAGEMENT

By:

By: Ellis Kitchen, Chief
Office of Information Technology

Date

Date

Witness

Witness

Approved for form and legal
sufficiency this _____ day
of _____ 2004.

Assistant Attorney General

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 Election Law Article, Sections 14-101 through 14-108 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 Board of Elections 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 Economic and Employment Development, 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 D
050R4800143
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 2 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 any legal entity, other than a joint venture, organized to engage in commercial transactions, that is:

at least 51 percent owned and controlled by one or more individuals
who are socially and economically disadvantaged; and
managed by, and the daily business operations of which are controlled by, one or
more of the socially and economically disadvantaged individuals who own it.

Note: A minority business enterprise also includes a not-for-profit entity organized to promote the interests of physically or mentally disabled individuals.

An MBE must be certified in order to have its contract participation counted under the Department's MBE program.

MBE GOAL

An overall MBE subcontract participation goal of 2 percent of the total dollars paid to the Contractor has been established for this procurement.

By submitting a response to this solicitation, the bidder or Offeror agrees that the goals of the contract will be performed by certified minority business enterprises as specified.

A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.

A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

SOLICITATION AND CONTRACT FORMATION

A bidder or Offeror must include with its bid or offer a completed MBE Utilization and Fair Solicitation Affidavit (ATTACHMENT D-1) whereby the bidder or 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. If a bidder or Offeror fails to submit this affidavit, the Department may deem the bid or offer non-responsive.

Within 10 working days from notification that it is the apparent awardee or from the date of the actual 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 within the required time, the award is voidable.

- (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.

CONTRACT ADMINISTRATION REQUIREMENTS

While performing any services the 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 technical 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 contractor with TO proposal response.)
- D-4 Subcontractor Project Participation Statement (must be submitted by contractor with TO proposal response.)
- D-5 Prime Contractor Unpaid MBE Invoice Report (submitted monthly after contract commences.)
- D-6 Subcontractor Payment Report (submitted monthly after contract commences.)

ATTACHMENT D-1

CERTIFIED MBE UTILIZATION
AND Fair Certification

In conjunction with the bid or offer submitted in response to Solicitation No. 050R4800143, I affirm the following:

I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 2 percent. I commit to make a good faith effort to achieve this goal.

I understand that if I am notified that I am selected for contract award, I must submit the documentation described in the MBE Participation Exhibit within 10 working days of receiving notice of the potential award or from the date of actual award, whichever is earlier. If I fail to do so, I understand any apparent award will be deemed voidable.

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

The solicitation process was conducted in such a manner so as to 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.

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

ATTACHMENT D-2

OUTREACH EFFORTS COMPLIANCE

STATEMENT

In conjunction with the bid or offer submitted in response to Solicitation No. 050R4800143, I state the following:

Bidder/ Offeror identified opportunities to subcontract in these specific work categories:

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

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

- Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
(DESCRIBE EFFORTS)
- This project does not involve bonding requirements.
- Bidder/Offeror did/did not attend the pre-bid conference
- No pre-bid conference was held.

_____ By: _____
Bidder/Offeror Name

_____ Name, Title

_____ 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 Classification: _____	
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 Classification: _____	
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 Classification: _____	
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 Classification: _____	
MBE Certification Number	
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract

MBE Firms Total Dollar Amount Overall \$ _____
 MBE Firms Total Percentage Overall _____%
 African American MBE Dollar Amount \$ _____
 African American MBE Percentage _____%
 Women MBE Dollar Amount \$ _____
 Women MBE Percentage _____%

List Additional MBE Subcontractors Or
 Provide Any Additional Comments on
 Separate Paper.

Document Prepared By: (please print or type)
 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. 050R4800143, it and _____,

 Subcontractor Name
 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

By: _____
Name, Title

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 _____ Address _____ City _____ State _____ Zip _____	Contact Person _____ Phone _____ Fax _____
Subcontractor Name _____ Address _____ City _____ State _____ Zip _____	Contact Person _____ 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:

Roxann King
 Maryland Department of Budget & Management
 Wireless Communications Services
 301 W. Preston St, Suite 1304
 Baltimore, MD 21201

and to:
 Kathleen Lang, MBE Coordinator
 Maryland Department of Budget & Management
 Division of Telecommunications
 301 W. Preston St, Suite 1304
 Baltimore, MD 21201

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	
List dates and amounts of any outstanding invoices.	
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:

Roxann King

Maryland Department of Budget & Management
 Wireless Communications Services
 301 W. Preston St, Suite 1304
 Baltimore, MD 21201

and to:

Sandy Smith, MBE Coordinator
 Maryland Department of Budget & Management
 Division of Telecommunications
 301 W. Preston St, Suite 1304
 Baltimore, MD 21201

Signature: _____

Date: _____

ATTACHMENT E

PRICE INSTRUCTION FORM AND EXAMPLES OF TASK ORDER 1 THRU 5

AVAILABLE IN ELECTRONIC FORMAT

ATTACHMENT F
PERFORMANCE BOND

Principal	Business Address of Principal
Surety	Obligee
a corporation of the State of and authorized to do business in the State of Maryland Administration.....	STATE OF MARYLAND By and through the following
Penal Sum of Bond (express in words and figures)	Date of Contract
Description of Contract20.....
Contract Number:	Date Bond Executed
20.....

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: Individual Principal
 Witnessas to(SEAL)

In Presence of: Co-Partnership Principal
 Witness(SEAL)
 (Name of Co-Partnership)
as to By:(SEAL)
as to(SEAL)
as to(SEAL)

Corporate Principal
 Attest:
 (Name of Corporation)
as to By:AFFIX
 Corporate Secretary President CORPORATE SEAL

Attest:(SEAL) By:AFFIX
 SignatureCORPORATE SEAL
 (Surety)

Bonding Agent's Name:.....
 Agent's Address.....
 (Business Address of Surety)

Approved as to legal form and sufficiency
 this day of 20.....

Asst. Attorney General

**Attachment G – Sample Startup Inspection for
Generator Power System
(available electronically)**

Attachment H-1
Sample 12' x 38' x 10' with Generator Equipment
Shelter Drawing
(available electronically)

Attachment H-2
Sample 12' x 38' x 10' without Generator Equipment
Shelter Drawing
(available electronically)

Attachment H-3
Sample 12' x 28' x 10' without Generator Equipment
Shelter Drawing
(available electronically)

ATTACHMENT I

PRE-PROPOSAL CONFERENCE RESPONSE FORM

PROJECT NO. 050R4800143

**STATEWIDE WIRELESS COMMUNICATIONS INFRASTRUCTURE
SITE INSTALLATIONS**

A Pre-Proposal Conference will be held at 10:00 AM on December 18, 2003 at 45 Calvert Street, Annapolis, MD 21401, Conference Room 164A & B. Please return this form by 2:00 PM on December 16, 2003, advising whether or not you plan to attend.

For directions to the meeting site, you may contact Ms. Roxann King at 410-767-4301.

Return or fax this form to the Procurement Officer:

Robert C. Krysiak
Department of Budget & Management
Procurement Unit
45 Calvert Street, Room 115
Annapolis, MD 21401
Fax # (410) 974-3274

Please indicate:

_____ Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

_____ No, we will not be in attendance.

Company Name _____

Signature _____ Title _____

Attachment J
Typical Soil Borings
(available electronically)

Attachment K-1
Sample 180' Self-Supporting Tower Loading
(available electronically)

Attachment K-2
Sample 330' Self-Supporting Tower Loading
(available electronically)

Attachment K-3
Sample 80' to 105' Monopulse Loading
(available electronically)

Attachment K-4
Sample 450' Self-Supporting Tower Loading
(available electronically)