



**Amendment #5  
REQUEST FOR PROPOSALS (RFP)  
CONSULTING AND TECHNICAL SERVICES (CATS) II  
PROJECT NO. 060B9800035**

**FUNCTIONAL AREA 13 – TOWER INSTALLATION – ONLY**

**December 4, 2008**

**To Offerors for Functional Area 13 (Tower Installation) ONLY:**

This Amendment #5 is being issued to amend and clarify certain information contained in the above referenced RFP. All information contained herein is binding to all offerors who responded to Functional Area 13 of this RFP. One specific part of the RFP has been amended:

• **RFP Section 2.3.13 Add:**

C) The successful Offeror must submit a Performance Bond (see Attachment below), or other suitable security in the amount equal to the TO Agreement value. Acceptable security shall be as described below, identified within and excerpted from COMAR 21.06.07.10:

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

(1) A bond in a form satisfactory to the State underwritten by a surety company authorized to do business in this State;

(2) A bank certified check, bank cashier's check, bank treasurer's check, cash, or trust account;

(3) Pledge of securities backed by the full faith and credit of the United States government or bonds issued by the State;

(4) An irrevocable letter of credit in a form satisfactory to the Attorney General and issued by a financial institution approved by the State Treasurer"

The cost of this bond, or other suitable security, is to be included in the total prices proposed and is not to be proposed and will not be recoverable as a separate cost item. The successful Offeror shall deliver the Performance Bond, or other suitable security, to the State within 10 working days after being notified of the proposed TO Agreement award.

**Surety Bond Assistance Program**

Assistance in obtaining bid, performance and payment bonds may be available to qualifying small businesses through the Maryland Small Business Development Financing Authority (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

- **Revised Pricing - BAFO:** Based on the new bonding requirement above, all Offerors to Functional Area 13 are invited to submit a best and final offer, revising their financial proposal for Functional Area 13 only.

**Performance Bond next page below**

Issued by  
Gisela Blades,  
Procurement Officer

# ATTACHMENT

## PERFORMANCE BOND

|   |  |
|---|--|
| Principal   | Business Address of Principal  |
| Surety  | Obligee  |
| a corporation of the State of .....<br>and authorized to do business in the State of Maryland | STATE OF MARYLAND<br>By and through the following<br>Administration..... |
| Penal Sum of Bond (express in words and figures)  | Date of Contract   |
| Description of Contract   | .....20.....   |
| TO Agreement 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 TO Agreement with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which TO Agreement is described and dated as shown above, and incorporated herein by reference. The TO Agreement and all items incorporated into the TO Agreement, together with any and all changes, extensions of time, alterations, modifications, or additions to the TO Agreement 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 TO Agreement shall hereinafter be referred to as "the TO Agreement."

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

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

1. Principal shall well and truly perform the TO Agreement; and
2. Principal and Surety shall comply with the terms and conditions 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 |
| Witness         |                      |
| .....as 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:.....CORPORATE     |
| Corporate Secretary | President SEAL        |

AFFIX

|           |             |     |                |       |
|-----------|-------------|-----|----------------|-------|
| Attest:   | .....(SEAL) | By: | .....(Surety)  | AFFIX |
| Signature |             |     | .....CORPORATE | SEAL  |

|                            |                              |
|----------------------------|------------------------------|
| 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*