



MARYLAND TRANSIT ADMINISTRATION

MARYLAND DEPARTMENT OF TRANSPORTATION

Martin O'Malley, Governor • Anthony G. Brown, Lt. Governor
James T. Smith, Jr., Secretary • Robert L. Smith, Administrator

TO: All Planholders

FROM: Maryland Transit Administration

SUBJECT: **ADDENDUM NO. 3**
Contract No.: T-1367-0140R
Microwave Network Expansion

DATE: October 8, 2014

Enclosed and effective this date is Addendum No. 3 to the subject Contract. This change (does not) change the Bid Opening Date of October 15, 2014, 2:00 p.m., 6 St. Paul Street, Baltimore, MD 21202, Conference Room #742. This change revises the insurance requirements. Also, included are the responses to the questions submitted by potential bidders.

The Bidder shall acknowledge receipt of this Addendum by completing and returning this form with the bid package.

All other terms and conditions remain unchanged.

Sincerely,

Joseph B Johnson
Joseph B Johnson, Procurement Officer
Construction Installation Services Section
Procurement Division

Acknowledgement of receipt of ADDENDUM # 3 to Solicitation #T-1367-0140R

Vendor Name: _____

Authorized Representative's Signature

Date

INSURANCE REQUIREMENTS

In lieu of General Provision GP-7.14, Liability Insurance, the following shall prevail:

- A. The Contractor shall forward to the Maryland Transit Administration prior to the execution of the Contract, a certificate of insurance issued by the insurer(s) and/or broker(s), including special endorsements. If requested by the Engineer, the Contractor shall provide a certified copy of the actual policies and endorsements in addition to certificates. The contractor shall procure and pay for insurance specified herein issued by companies licensed and authorized to do business in the State of Maryland and who have a minimum acceptable Best and/or S&P rating.

The Contractor shall furnish policies satisfactory to the Administration (hereinafter "Administration" refers to Maryland Transit Administration, Maryland Department of Transportation and the State of Maryland inclusively) as to contents and carrier, such insurance will contain the following provisions:

1. Thirty (30) days prior notice to the Administration of cancellation.
 2. Inclusion of the Administration, Engineer and their directors, officers, representatives, agents and employees as additional Insured as respects work or operations in connection with the Contract.
 3. Endorsement providing that such insurance is primary insurance and no insurance of the Administration will be called in to contribute to a loss.
 4. The Certificate of Insurance shall include the Contract Name and Number for identification purposes.
 5. The Contractor agrees to indemnify, defend, and hold harmless the Administration from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the Administration for damages because of bodily injury, including death, at any time arising there from, sustained by any person or persons or on account of damage to property, including loss of use thereof arising out of or in consequence of the performance of this contract, whether such injuries to person(s) or damage to property are due or claimed to be due to the negligence of the Contractor, the Administration, their agents and employees, except only such injury or damage as shall have been occasioned by the sole negligence of the Administration. The above provisions are to be included in all subcontracts as specified herein under Paragraph D below.
- B. If at any time above-required insurance policies should be canceled, terminated, or modified so that the insurance is not full force and effect as required herein, the Administration may terminate this Contract for default or obtain insurance coverage equal to the required herein, the cost of which shall be charged to the Contractor and deducted from any payments to the Contractor.

INSURANCE REQUIREMENTS

- C. Insurance Coverage: The coverage of insurance under such policy or policies shall be at policy limits not less than as specified herein.
1. Worker's Compensation and Employers' Liability (Coverage B): Providing statutory coverage in the State of Maryland, to include all States endorsement, United States Longshoremen and Harbor-Workers' Compensation Act, and employer's Liability (Coverage B), with a minimum limit of \$500,000.00.
 2. An occurrence form Comprehensive General Liability: To include Contractual Liability, Broad Form Property damage, Explosion, Collapse, and Underground Coverage, and Products/Completed Operations Coverage. The Completed Operations Coverage shall remain in effect until two (2) years after the work has been accepted by the Administration. The Comprehensive General Liability Insurance shall have a minimum combined single limit of \$2,000,000.00 and shall at no time have a aggregate limit of less than \$2,000,000.00.
 3. Owners Protective Liability: Provide and maintain during the life of this Contract an Owners Protective Liability policy, insuring the Administration, their agents, servants, and employees from loss and liability to a combined single limit of \$2,000,000.00 for Personal Injury and Property Damage and shall at not time have an aggregate limit of less than \$2,000,000.00.
 4. All Builder's Risk Insurance: To include fire, extended coverage, vandalism, and malicious mischief, flood, and earthquake. This policy is to be written to completed value plus ten (10) percent of the contract price. The policy shall included the Administration as a name insured as their interest may appear.
 5. Comprehensive Business Automobile Liability: The policy or policies shall cover all automobiles defined as motor vehicles, whether owned, non-owned leased, or hired, to a minimum combined single limit for Bodily Injury and Property Damage of \$2,000,000.00 and shall include, by endorsement, a waiver of subrogation with respect to the Administration.

Pollution liability coverage at least as broad as that provided under the ISO pollution liability - broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS90) shall be attached.

INSURANCE REQUIREMENTS

Loading and unloading of any motor vehicle must be covered by endorsement to the automobile liability policy or policies.

6. Excess and/or Umbrella Liability insurance containing coverage no less restrictive than that required in the underlying policies specified above. The required primary insurance shall be listed as underlying coverage in the first layer umbrella policy. The umbrella policies shall contain a minimum total occurrence and aggregate limit of: \$5,000,000.
7.
 - A. Contractor shall maintain in force for the full period of this contract insurance covering losses caused by pollution conditions that arise from the operations of the contractor described under the scope of services of this contract. Insurance shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy of insurance affording these required coverage's shall be written in an amount of at least \$5,000,000 per loss, with an annual aggregate of at least \$5,000,000.
 - B. The policy of insurance shall be endorsed to include as insured the MTA, its officers, and employees.
 - C. The policy of insurance as required in paragraph 1 shall be written by an insurer acceptable to the MTA.
 - D. If coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of five years beginning from the time that work under this contract is completed.
 - E. The existence of coverage must be documented on the certificate of insurance signed by a person authorized by the insurer to bind on its behalf coverage as described in the certificate. Such certificate shall be delivered to MTA before work under this contract commences.
8. If the scope of services as defined in this contract includes the disposal of any hazardous or non-hazardous materials from the job site, the Contractor must furnish to the MTA evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the MTA under this paragraph must be maintained in minimum amounts of \$5,000,000 per loss, with an annual aggregate of at least \$5,000,000.

INSURANCE REQUIREMENTS

9 **RAILROAD PROTECTIVE LIABILITY INSURANCE MAY BE REQUIRED IF THE WORK IS DONE WITHIN FIFTY (50) FEET OF THE TRACK.**

Maryland Transit Administration (MTA) will utilize an Owner Controlled Insurance Program (OCIP) for the Railroad Protective Liability Insurance only on this construction project. The amount should not be included in your base bid. This amount will only be added to the base bid in the event that the bidder is excluded from the wrap-up insurance program or the program is terminated mid-term.

Railroad Protective Insurance written on occurrence for CG00351093 for construction work performed on, over, or under a railroad right of way or within Fifty (50) feet of railroad property. The coverage limits are \$5,000,000 per Occurrence and \$10,000,000 aggregate.

MTA's Insurance Representative must be notified prior to any contractor or subcontractor beginning work within fifty (50) feet of the track.

RESPONSES

1. Okay.

2. Yes. This requirement has been relaxed 0% is required.

3. Any required structural modifications to the tower or antenna structure as a result of the Structural Analysis will be paid for by a Change Notice

4. Yes. This project does not share resources from this site used by others.

5. Yes. This requirement has been relaxed 0% is required

6. No. This should have been submitted as an "Approved Equal Request."

7. No. This should have been submitted as an "Approved Equal Request."



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MARYLAND DEPARTMENT OF TRANSPORTATION

Martin O'Malley, Governor • Anthony G. Brown, Lt. Governor
James T. Smith, Jr., Secretary • Robert L. Smith, Administrator

TO: All Planholders

FROM: Maryland Transit Administration

SUBJECT: **ADDENDUM NO. 2**
Contract No.: T-1367-0140R
Microwave Network Expansion

DATE: September 26, 2014

Enclosed and effective this date is Addendum No. 2 to the subject Contract. This change revises the Bid Opening Date to **October 15, 2014, 2:00 p.m., 6 St. Paul Street, Baltimore, MD 21202, Conference Room #731-732.** This change also extends the request for "approved equal" & the deadline for Questions & Answers to October 1, 2014.

The Bidder shall acknowledge receipt of this Addendum by completing and returning this form with the bid package.

All other terms and conditions remain unchanged.

Sincerely,

Joseph B Johnson
Joseph B Johnson, Procurement Officer
Construction Installation Services Section
Procurement Division

Acknowledgement of receipt of ADDENDUM # 2 to Solicitation #T-1367-0140R

Vendor Name: _____

Authorized Representative's Signature

Date



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MARYLAND DEPARTMENT OF TRANSPORTATION

Martin O'Malley, Governor • Anthony G. Brown, Lt. Governor
James T. Smith, Jr., Secretary • Robert L. Smith, Administrator

TO: All Planholders

FROM: Maryland Transit Administration

SUBJECT: **ADDENDUM NO. 1**
Contract No.: T-1367-0140R
Microwave Network Expansion

DATE: September 18, 2014

Enclosed and effective this date is Addendum No. 1 to the subject Contract. This change (does not) delay the Bid Opening Date of October 8, 2014. It includes the Site Visit date, location & time.

A list of the changes made to this contract is attached to this Addendum.

The Bidder shall acknowledge receipt of this Addendum by completing and returning this form with the bid package.

All other terms and conditions remain unchanged.

Sincerely,

Joseph B Johnson

Joseph B Johnson, Procurement Officer
Construction Installation Services Section
Procurement Division

Acknowledgement of receipt of ADDENDUM # 1 to Solicitation #T-1367-0140R

Vendor Name: _____

Authorized Representative's Signature

Date

- 1.4.3 As of the Contract Commencement Date as contained in a Notice to Proceed (see Section 1.2 definition), the Contractor shall perform all activities required by the Contract, including the requirements of this solicitation, for the compensation described in its Bid.
- 1.4.4 The duration of the Contract will be for the period of time from Contract Commencement Date plus 360 days from Notice to Proceed for the provision of all services required by the Contract and the requirements of this solicitation.
- 1.4.5 The Contractor's obligations to pay invoices to subcontractors that provided services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract (see Attachment A) shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.

1.5 Procurement Officer

The sole point of contact in the State for purposes of this solicitation prior to the award of any Contract is the Procurement Officer at the address listed below:

Joseph B. Johnson
Procurement Officer
Contracts Administration Division
6 St. Paul, 7th Floor
Baltimore, MD 21202
Phone Number: (410) 767-3363
Fax Number: (410) 333-4810
E-mail: jjohnson14@mta.maryland.gov

The Department may change the Procurement Officer at any time by written notice. No other MTA employees should be contacted referencing this IFB. The vendor is liable for any information received from other than the procurement officer.

1.6 Pre-Bid Conference

A Pre-Bid Conference (the Conference) will be held at 6 St. Paul Street, 7th Floor, Rooms 731-732, Baltimore, Maryland 21202 at the date and time indicated on the IFB Key Information Summary Sheet. All prospective Bidders are encouraged to attend in order to facilitate better preparation of their Bids.

The Conference will be summarized. As promptly as is feasible subsequent to the Conference, a summary of the Conference and all questions and answers known at that time will be distributed to all prospective Bidders known to have received a copy of this IFB. This summary, as well as the questions and answers, will also be posted on eMaryland Marketplace. See IFB Section 1.8.

In order to assure adequate seating and other accommodations at the Conference, please e-mail, mail, or fax to (410) 333-4810 the Pre-Bid Conference Response Form to the attention of the Procurement Officer no later than 4:00 p.m. on the Friday before the pre-bid conference. The Pre-Bid Conference Response Form is included as **Attachment E** to this IFB. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the Procurement Officer no later than Noon on the Friday before the pre-bid conference. The Department will make a reasonable effort to provide such special accommodation.

Site Visit – The site visit will be held September 25th beginning at 1515 Washington Blvd, Bush Street tower located in Baltimore, Maryland 21230 at 9:00 a.m. (meet in the parking lot near the shelter/tower). From Bush Street we will proceed to the Westview tower/RTE-40 located on SHA property, third is the Baltimore County owned Mays Chapel water tank, and lastly the SHA Warren Rd tower site. We anticipate approximately four – five hours is needed to cover all sites.

1.7 eMaryland Marketplace

Each Bidder is requested to indicate its eMaryland Marketplace (eMM) vendor number in the Transmittal Letter (cover letter) submitted at the time of its Bid submission to this IFB.

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the MTA website <http://mta.maryland.gov/procurements> and possibly other means for transmitting the IFB and associated materials, the solicitation and summary of the Pre-Bid Conference, Bidder questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be provided via eMM.

In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go to <https://emaryland.buyspeed.com/bsol/login.jsp>, click on "Register" to begin the process, and then follow the prompts.

1.8 Questions

Written questions from prospective Bidders will be accepted by the Procurement Officer prior to the Conference. If possible and appropriate, such questions will be answered at the Conference. (No substantive question will be answered prior to the Conference.) Questions to the Procurement Officer shall be submitted via e-mail to the following e-mail address: jjohnson14@mta.maryland.gov. Please identify in the subject line the Solicitation Number and Title. Questions, both oral and written, will also be accepted from prospective Bidders attending the Conference. If possible and appropriate, these questions will be answered at the Conference.

Questions will also be accepted subsequent to the Conference and should be submitted to the Procurement Officer (see above email address) in a timely manner prior to the Bid due date. Questions are requested to be submitted at least five (5) business days prior to the Bid due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Bid due date. Time permitting, 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 that are known to have received a copy of the IFB in sufficient time for the answer to be taken into consideration in the Bid.

1.9 Procurement Method

This Contract will be awarded in accordance with the Competitive Sealed Bidding method under COMAR 21.05.02.

1.10 Bids Due (Closing) Date and Time

Bids, in the number and form set forth in Section 4.4 "Required Bid Submissions," must be received by the date and time at the address listed on the Key Information Summary Sheet in order to be considered.

Requests for extension of this time or date will not be granted. Bidders mailing Bids should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, Bids received after the due date and time listed in this section will not be considered.