



**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

**MEMORANDUM**

TO: Holders of Contracts Documents

FROM: Nannette C. Gibson, Procurement Administrator  
Maryland Transit Administration  
Procurement Division  
6 Saint Paul Street, 7<sup>th</sup> Floor  
Baltimore, Maryland 21202-1614

SUBJECT: Addendum No. 2  
Invitation for Bids (IFB) for  
Contract No. T8000-0444

DATE: July 30, 2014

**Issued herewith and effective this date is Addendum No. 2. The Bidder shall include acknowledgement of receipt of this Addendum in accordance with Section 1, Item C.13 of this IFB and reported on the BID FORM INCLUDING UNIT PRICE SCHEDULE, Section IV, Item # 9, Page 3 of 6 on the Bid Form.**

**ITEM ONE:**

**The due date, location, and public opening of “sealed bids” has been changed, from Friday, August 8, 2014 no later than 2:00pm to Thursday, August 7, 2014 no later than 2:00P.M. (Eastern Standard Time), at the Maryland Transit Administration, William Donald Schafer Tower, 6 Saint Paul Street, 7<sup>th</sup> Floor, Baltimore, MD 21202.**

**ITEM TWO:**

**THE FOLLOWING PAGES/SECTIONS TO THE IFB ARE REVISED AS INDICATED:**

- **SECTION I – SOLICITATION INFORMATION AND INSTRUCTIONS – (SEE REVISED PAGES ATTACHED – ALL CHANGES ARE IN ITALICS)**

Addendum No.2

**ITEM THREE:**

➤ QUESTIONS INQUIRES/MTA RESPONNSES:

**Question # 1**

Why do we need a performance bond for a Time and Material contract?

MTA/RESPONSE

**Performance Bond is not required.**

**Question # 2**

Can the performance bond not contain the MTA given price of \$250,000.00 of material **NOT** be included in our total price so that it's not eating up our bonding limit?

MTA/RESPONSE

**Performance Bond is not required.**

**Question # 3**

Can the bond for the five year period be submitted after each contract award and rearward?  
Can MTA create a bid page per year and then the final total price?

MTA/RESPONSE

The bid forms remain unchanged.

**Question # 4**

Can MTA provide the vendors with the types/cost of signage that we will see along the 31 miles of service? Can we get the contact firm, person and phone numbers of the MTA "Signage" contractor so we know who to call when we need replacement signs?

MTA/RESPONSE

The project manager will direct the winner bidder to sign suppliers that are used by the MTA, all material will be a 10% mark up.

**Question # 5**

Please provide a copy of the bid tabs from the previous bid?

MTA/RESPONSE

Attached is the bid tabulation.

**Question # 6**

How often was the selected vendor from the previous contract, on average per month, given calls for service? What were the annual calls/cost for service for each of the contract period years on the existing contract?

MTA/RESPONSE

This contract is as needed, the contract only used when there are issues.

**Question # 7**

How many days/hours after a call for service do we have to be on site with a solution, 24 hours, 48 hours?

MTA/RESPONSE

Contractor shall have an eight (8) hour respond time for service after receiving a call from the project manager.

**Question # 8**

Do we need Railroad insurance in addition to the “regular” insurance requirements?

MTA/RESPONSE

Yes, please read the Insurance Requirements.

**ITEM FOUR:**

**REMINDER:**

**The Minority Business Enterprise (MBE)**

There is a Minority Business Enterprise (MBE) goal of **25%** with no subgoal for this IFB solicitation. A bidder who is certified as a Minority Business Enterprise and awarded the contract that results from this IFB is not exempt and must, therefore, still meet the MBE goal for this IFB with certified MBE subcontractors as detailed in this IFB.

This procurement has been designated for the **Small Business Reserve Program**. Only certified small businesses can bid on this procurement and be awarded the contract that results from this IFB.

The information issued with this Addendum will become part of the contract awarded to the successful bidder. If you have any questions regarding this Addendum, please contact me at 410-454-7924 or by e-mail at [ngibson@mta.maryland.gov](mailto:ngibson@mta.maryland.gov)

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Nannette C. Gibson  
Procurement Administrator  
MTA Procurement Division

**MARYLAND TRANSIT ADMINISTRATION  
LIGHT RAIL GRAFFITI AND SIGNAGE REMOVAL/REPLACEMENT  
MAINTENANCE SERVICES  
CONTRACT NO. T-8000-0444**

**SECTION I – SOLICITATION INFORMATION AND INSTRUCTIONS**

**A. BACKGROUND**

The Maryland Transit Administration (MTA) is a modal administration within the Maryland Department of Transportation. The Administration directly operates bus, metro, light rail and mobility transit services in the "Metro Transit District" comprising Baltimore City, and the surrounding counties. The Administration also contracts with several companies to operate statewide and commuter bus services, mobility services and commuter rail services ("MARC").

**B. PURPOSE**

The Maryland Transit Administration (MTA) desires a Contractor to perform the removal and replacement of graffiti in an environmentally safe manner as well as the removal of undesirable signs for the MTA's Light Rail Properties. A detailed description of the work to be performed is provided in the "Scope of Work" of this IFB. (See Section II.)

This procurement has been designated for the **Small Business Reserve Program**. Only certified small businesses can bid on this procurement and be awarded the contract that results from this IFB.

**C. ADMINISTRATIVE/CONTRACTUAL INFORMATION**

**1. Issuing Office**

This IFB is issued by the MTA Procurement Department. The sole point of contact for this IFB is the Procurement Officer at the issuing office address as shown below:

Nannette C. Gibson, Procurement Officer  
Maryland Transit Administration  
*1331 South Monroe Street  
Baltimore, MD 21230  
Telephone 410-454-7924  
Facsimile at 410-454-7892*  
E-mail address: [ngibson@mta.maryland.gov](mailto:ngibson@mta.maryland.gov)

## 2. Pre-Bid Conference

A Pre-Bid Conference will be held on **Tuesday, July 22, 2014**, at the MTA's **Procurement Division, 6 Saint Paul Street, 7<sup>th</sup> Floor, Room 731, Baltimore, Maryland 21202, beginning at 10:00 a.m.** Although all Bidders are encouraged to attend the Pre-Bid Conference, attendance is not mandatory. The number of representatives from each firm planning to attend the Pre-Bid Conference is limited to no more than two (2) persons. Please complete the Pre-Bid Conference Attendance Form (Attachment 4) and submit by **Monday, Jul 21, 2014 at 2:00 pm** to **Nannette C. Gibson, Procurement Officer, via e-mail at [ngibson@mta.maryland.gov](mailto:ngibson@mta.maryland.gov) or via fax at 410-333-4810.** Ms. Gibson may also be contacted via telephone at **410-767-0813.**

A written summary of the Pre-Bid Conference and all known questions and answers provided at the time of the conference, will be distributed on the MTA's website ([www.mta.maryland.gov](http://www.mta.maryland.gov)).

## 3. Inquiries

Written questions from prospective Bidders will be accepted by the Procurement Officer prior to the due date for bid opening. Questions may be submitted by mail, facsimile, or by e-mail to the Procurement Officer. **The submission deadline for written inquiries is Monday, July 28, 2014 by 4:00 p.m. (Eastern Time).** In case of questions not received in a timely manner, 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 bid 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 by the Procurement Officer to have received a copy of the IFB.

## 4. Approved Equals And/Or Exceptions

Requests for approved equals and/or exceptions to the specifications must be in writing on the form provided in Attachment 3 of this IFB. Any questions and/or clarifications regarding the specifications must also be submitted in writing on the contractor's letterhead. All exceptions/approved equals and questions/clarifications must be submitted no later than **4:00 P.M., July 28, 2014.** Facsimile inquiries should be forwarded to 410-333-4810, Attention: Nannette C. Gibson. Facsimile messages will not be accepted unless accompanied by telephone notifications at (410) 767-0813. Any verbal responses will not be binding on the MTA.

**Bidders are cautioned that any exceptions to the proposed contract or exceptions to other material requirements shall render their bid non-responsive unless approved prior to the opening of the bid.**

## **5. Submission Deadline**

In order to be considered, bids must be received no later than **2:00 p.m. (Eastern Time) on Thursday, August 7, 2014** by the Procurement Officer at the address listed in Section I,C.1. Bidders submitting bids by mail should allow sufficient mailing and delivery time to ensure timely receipt by the Procurement Officer. Bids arriving after the closing date and time are late and shall be rejected in accordance with applicable regulations. Electronic and fax bids will not be accepted. A public bid opening will be held at the address referenced in Section I,C.1.of this IFB.

The "Unit Price Schedule" form shall not be altered in any way and shall contain only the price or prices stipulated on the form. The "Unit Price Schedule" form must contain all cost information in the format specified. All bids recorded shall be "fully loaded" and, as such, be inclusive of the direct and indirect cost (i.e. over head, hourly rates, general administration, profit, taxes, and fringe benefits, etc) associated with the delivery of services of this contract.

The State does not guarantee a minimum or maximum numbers of service hours, for any Bidder awarded this contract.

A bid, request for modification, or request for withdrawal is late if it is not received by the Procurement Officer at the place and by the date and time specified in Section I,C.1 of this IFB.

A late bid, late modification, or late request for withdrawal shall not be considered. Exceptions may be made when a late bid, modification, or withdrawal is received before Contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of State personnel directing the procurement activity or their employees. A late modification of a successful bid that makes its terms more favorable to the State shall be considered at any time it is received and may be accepted.

## **6. Bids**

Bids shall be prepared simply and economically, providing a straightforward, concise description of the Bidder's ability to meet the requirements of this IFB. The Bidder shall ensure that prices submitted on the Bid Form Unit Price Schedule (Section IV) in response to this IFB are fully loaded and include all materials, direct and indirect labor costs, other costs and profits for the Bidder. All bids become the property of the Agency, and neither the Agency nor the State of Maryland will be responsible for any expenses incurred by the Bidders in preparing or submitting their bids or for any other associated costs.

Bidders shall complete and submit their bids on the Bid Form Including Unit Price Schedule (Section IV of this IFB). Oral, telegraphic, electronic mail, facsimile or mailgram bids shall not be accepted. The Bid and all bid forms of each Bidder shall be signed by a corporate officer, partner, proprietor or individual authorized to legally bind the Bidder.

The State does not guarantee a minimum or maximum numbers of service hours, for any

Bidder awarded this contract.

All bids shall be accompanied by a completed Bid/Proposal Affidavit (Attachment 1 of this IFB), Conflict of Interest Form (Attachment 5 of this IFB), Experience and References Form (Attachment 10 of this IFB), Living Wage Affidavit (Attachment 11 of this IFB), and any other documents, as applicable. The sample Contract Agreement and Contract Affidavit (Section V and Attachment 2 of this IFB, respectively) are included for reference only and shall be completed only by the Bidder recommended for contract award.

**7. Performance Guaranty – *IS NOT REQUIRED***

**8. Signatures**

An officer authorized to make a binding commitment for the firm(s) making the bid shall sign all bids.

**9. Procurement Method**

This procurement is being conducted in accordance with the Code of Maryland Regulation (COMAR), Title 21, State Procurement Regulations, COMAR 21.05.02, Procurement by Competitive Sealed Bidding. In accordance with COMAR 21.05.02.13, the State intends to award a contract to the responsible and responsive bidder whose bid meets the requirements set forth in the IFB and is the most favorable bid price.

**10. Small Business Reserve (SBR)**

This is a Small Business Reserve procurement for which award will be limited to Certified Small Business Vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, § 14-501 – 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract.

All Bidders shall submit the Small Business Contract Affidavit with their bid (See Attachment 13).

**11. Contract Duration**

This contract shall be in force for a period of **five (5) years** from the start date stated in the *Notice to Proceed* letter.

**12. Incurred Expenses**

The State will not be responsible for any costs incurred by Bidders in preparing and submitting a response to this IFB or for any other associated costs.

**13. Addenda and Revisions To The IFB**

If it becomes necessary to revise this IFB before the due date for bids, an addendum to the IFB will be posted on the MTA Website as described in the Prospective Bidders Letter. Bidders shall acknowledge receipt of all addenda in the transmittal letter of the Bid. (See Section IV).

**14. Cancellation And Rejection Of Bids**

The Agency reserves the right to cancel this solicitation or accept or reject any or all bids, in whole or in part. The Agency also reserves the right to waive minor irregularities in bids, or allow the Bidder to correct a minor irregularity, if either action is determined to be in the best interest of the State. If the solicitation is canceled, a notice of cancellation will be provided to all Vendors who were sent this solicitation or are otherwise known by the Procurement Officer to have obtained this solicitation. The Agency reserves the right to cancel this IFB in accordance with COMAR Regulation 21.06.02.

**15. Duration Of Bid**

Bids submitted in response to this IFB are irrevocable for one hundred twenty (120) days following the closing date of bids. This period may be extended at the Procurement Officer's request only with the Bidder's written agreement.

**16. Contract Type**

The contract to be awarded, as a result of this IFB, will be a Fixed Price contract pursuant to COMAR 21.06.03.02.

**17. Compliance With Law**

By submitting a bid in response to this IFB, the successful Bidder(s) selected for award agrees that it shall comply with all Federal, State and local law applicable to its activities and obligations under the Contract.

**18. Arrearages**

By submitting a response to this IFB, the Bidder(s) represents that it is not in arrears in the payment of any obligation due and owing to the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become in arrears during the term of this contract if selected for the contract award.

**19. Acceptance of Terms and Conditions**

- a. By submitting a bid in response to this IFB, Bidders shall be deemed to have accepted all the terms and conditions, set forth in this IFB and in the attached General Conditions for Maintenance Contract, Attachment 9.

- b. In the event of a conflict between provisions of the Contract, the IFB, the General Conditions, or any other document incorporated by reference into the Contract, the following order of precedence shall determine the prevailing provisions:
  1. The Contract
  2. The Invitation for Bid, including any addenda.
  3. The MDOT General Conditions for Maintenance Contracts, as amended July 2002.
  4. The Contractor's Bid, including any amendments.
- c. Section 52, Disputes, of the MDOT General Conditions for Maintenance was amended to incorporate the following language:

“Unless a lesser period is provided by applicable statute, regulation, or this Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.”

## **20. Procurement Regulations**

This IFB and any resulting contract shall be governed by the State Finance and Procurement Article and by COMAR Title 21, State Procurement Regulations, as amended.

## **21. Conflict Of Interest**

The Bidder covenants that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services required under this IFB. (Attachment 5)

## **22. Incorporation By Reference**

All terms and conditions of the IFB and amendments thereto, all provisions of the successful Bid and submittals in response to the IFB and amendments thereto, all applicable State and Federal Laws, statutory and regulatory provisions and orders, shall be incorporated by reference and made a part of the contract to be entered into as result of this IFB.

## **23. Alternate Bids and Multiple Bids**

Alternate or multiple bids will not be accepted.

## **24. Resident Business Reciprocal Preferences**

When awarding by competitive sealed bids, the Agency may, in accordance with COMAR

21.05.01.04, give a preference to the lowest responsive and responsible bid from a “resident business” (as defined in COMAR 21.05.01.04A(3)) if the State in which the non-resident business is located gives its residents preference. The preference given shall be identical to the preference given by the other state to its residents, unless this conflicts with any federal grant or regulation affecting this Contract.

## **25. Verification Of Registration And Tax Payments**

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. They can be reached at 410-767-1330, or online at [www.dat.state.md.us](http://www.dat.state.md.us). It is strongly recommended that any potential Bidder complete registration prior to the due date for receipt of bids. A Bidder’s failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Bidder from final consideration and recommendation for contract award.

All corporations doing business in Maryland are also required to register with the Department of Labor, Licensing and Regulation and must have a resident agent. The resident agent must be either an individual (not the corporation itself) with an address within the boundaries of Maryland or a corporation that represents other corporations as a resident agent.

## **26. 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 e-Maryland marketplace web site (<http://www.ebidmaryland.com>) and other means for transmitting the IFB and associated materials, the solicitation and minutes of the pre-bid conference, vendors questions and MTA responses, addenda, and other solicitation related information will be provided by the Procurement Officer.

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 vendors interested in doing business with Maryland State agencies subscribe to e-Maryland Marketplace.

## **27. Electronic Funds Transfer (EFT)**

By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller’s Office grants an exemption. The selected Bidder/Offeror shall register using the attached form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form (Attachment 6). Any request for exemption must be submitted to the State Comptroller’s Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.(Attachment 6).

## **28. False Statements**

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

- (a) 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.
- (b) 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.

## **29. Invoice Submission Requirements**

The Contractor shall submit, on a monthly basis, an invoice for work performed, completed, and accepted by MTA. Payment to the Contractor shall be made no later than thirty (30) days after the MTA's receipt of an approved invoice.

An approved invoice shall consist of the following information:

- The Contractor's Federal Employer Identification Number (FEIN) or Social Security Number, and the Contract Name and Number shall appear on the face of each invoice.
- A detailed description of the work performed and materials used must be included with each invoice. All prices will remain firm, in accordance with the prices submitted on the "Bid Form/Unit Price Schedule.
- Address all invoices to the **Project Manager, David Morris** at the following address:

David Morris, Project Manager  
Facilities Maintenance - Light Rail  
344 West North Avenue  
Baltimore, Maryland 21217  
Phone: 410-454-7617  
Fax: 410-454-7594

- 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 are prohibited.

**30. Minority Business Enterprise Notice**

**Minority Business Enterprises (MBE)** are encouraged to respond to this solicitation notice and are therefore encouraged to obtain certification from the Maryland Department of Transportation. All questions related to certification must be directed to the Maryland Department of Transportation Office of Minority Business Enterprise/Equal Opportunity:

Maryland Department of Transportation  
Office of Minority Business Enterprise/Equal Opportunity  
7201 Corporate Center Drive  
P. O. Box 548  
Hanover, MD 21276  
Telephone: 410-865-1240

Bidders attempting to classify themselves as minority contractors, within the meaning of the State procurement laws and regulations shall not be so viewed until and unless they are certified as such by the Office of Minority Business Enterprise/Equal Opportunity. The assigned certification number must appear on invoices.

**31. Minority Business Enterprise Subcontract Participation Goal**

*An overall **Minority Business Enterprise (MBE) subcontract participation goal of 25%** of the total contract dollar amount has been established for this procurement with zero sub-goals.*

By submitting a response to this solicitation, the Bidder agrees that these dollar amounts of the contract shall be performed by certified minority business enterprises, including the MBE classifications specified herein.

A contractor may count toward its MBE goal 60 percent of its expenditures for materials and supplies required under the contract and obtained from a MBE regular dealer, and 100 percent of such expenditures to a MBE manufacturer. The MBE credited supplies may not exceed 60 percent of the entire contract goal.

Refer to the MBE participation instruction in Attachment 12.

**32 . Liquidated Damages**

This contract requires the contractor to make good faith efforts to comply with the Minority Business Enterprise ("MBE") Program and contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions. The

parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

Therefore, upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

- a. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): **\$23.00 per day** until the monthly report is submitted as required.
- b. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): **\$82.00 per MBE subcontractor**.
- c. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.
- d. Failure to meet the Contractor's total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- e. Failure to promptly pay all undisputed amounts to a subcontractor in full compliance with the prompt payment provisions of this contract: **\$90.00 per day** until the undisputed amount due to the subcontractor is paid.

Notwithstanding the use of liquidated damages, the State reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law (See Attachment 15).

### **33. Protests**

Any Bidder or other interested person who is aggrieved by the award or proposed award of the Contract resulting from this solicitation may protest that decision. Please note that the Maryland Board of Public Works does not have jurisdiction to consider protests relating to this solicitation or an award of contract under this solicitation.

All protests relating to this solicitation, the selections and/or award must be filed in writing with the Administration's Procurement Officer, and within the time limitation set forth in the code of Maryland Regulations (COMAR) 21.10.02. Bid protests shall be filed not later than seven (7) days after the basis for protest is known, or should have been known, whichever is earlier. Oral protests will not be considered.

The specific details of the protest procedures to be followed by aggrieved actual or prospective bidders are contained in COMAR 21.10. A written summary of this procedure will be provided, upon request, by the Contract Administration Department of the Maryland Transit Administration in the above address.

#### **34. Public Information Act Notice**

Bidders should give specific attention to the identification of those portions of their bids that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Bidders are advised that, upon request for this information from a third party, the MTA is required to make an independent determination as to whether the information may or must be disclosed to the requesting party.

#### **35. State Ethics Law**

Under State Government Article, § 15-508, Annotated Code of Maryland, a Bidder who employs an individual who assists the Agency in drafting specifications for an invitation for bids or a request for proposals for a procurement may not submit a bid or proposal for the procurement or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement. A Bidder with any questions regarding the applicability of this provision of the State Ethics Law in connection with this procurement should contact the State Ethics Commission, 9 State Circle, Suite 200, Annapolis, Maryland 21401 (Telephone: 410-974-2068).

#### **36. Prospective Bidders**

Prospective Bidders are those persons or firms who: (i) were sent this IFB; (ii) requested this IFB in writing; or (iii) otherwise obtained this IFB and notified the Procurement Officer in writing that they obtained this IFB.

#### **37. Living Wage Requirements**

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's wage requirement is contained in this solicitation (see Attachment 11 entitled Living Wage Requirements for Service Contracts). If the Bidder fails to submit and complete the required documentation under State law, the State may determine a Bidder to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$13.19 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total value are performed in the Tier 2 Area, a Bidder shall pay each covered employee at least \$9.91 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from the solicitation has been determined to be a Tier 1 contract.

**38. Procurement Schedule** (All dates tentative.)

<u>Activity</u>	<u>Date</u>
IFB Advertising Date	July 16, 2014
Pre-Bid Conference	July 22, 2014
Bid Inquiry Deadline (4:00 p.m.)	July 28, 2014
<b><i>Closing Date for Receipt of Bids (2:00 p.m.)</i></b>	<b><i>August 7, 2014</i></b>
Anticipated Board of Public Works Approval	October 15, 2014

**END OF SECTION I**

**MARYLAND TRANSIT ADMINISTRATION  
BID RESULTS**

**CONTRACT NUMBER:** T-8000-0279

**CONTRACT TITLE:** LIGHT RAIL SYSTEM GRAFFITI AND SIGNAGE REMOVAL/  
REPLACEMENT MAINTENANCE SERVICES

**BID OPENING DATE & TIME:** May 19, 2009 @ 2:00P.M.

BIDDER #	CONTRACTOR	BID AMOUNT	REMARKS
1	BMW CLEANING SOLUTIONS, LLC	\$291,450.00	
2	COLOSSAL CONTRACTORS, INC.	\$256,050.00	APPARENT LOW BIDDER
3	LETKE SECURITY CONTRACTOR	\$137,375.00* (INCORRECT TOTAL BID CALCULATION)	*CORRECTED TOTAL BID : \$337,375.00
4	PHAROAH BUILDING & CONSTRUCTION LLC	\$305,725.00	
5	TOTE-IT INCORPORATED	\$295,700.00	

**PROCUREMENT OFFICER**  
IRENE M. GILLIS

MAY 19, 2009

Name & Date

**WITNESS:**  
NANNETTE C. GIBSON

MAY 19, 2009

Total No. of Bids: 7

Name & Date

**MARYLAND TRANSIT ADMINISTRATION  
BID RESULTS**

**CONTRACT NUMBER:** T-8000-0279

**CONTRACT TITLE:** LIGHT RAIL SYSTEM GRAFFITI AND SIGNAGE REMOVAL/  
REPLACEMENT MAINTENANCE SERVICES

**BID OPENING DATE & TIME:** May 19, 2009 @ 2:00P.M.

BIDDER #	CONTRACTOR	BID AMOUNT	REMARKS
6	VISCOM INSTALLATIONS, LLC	\$272,374.50	
7	W.K. REMODELING CO.	\$295,100.00	
8			
9			
10			

**PROCUREMENT OFFICER  
IRENE M. GILLIS**

**MAY 19, 2009**

Name & Date

**WITNESS:  
NANNETTE C. GIBSON**

**MAY 19, 2009**

Name & Date

**Total No. of Bids:** 7

**MARYLAND TRANSIT ADMINISTRATION  
LIGHT RAIL GRAFFITI AND SIGNAGE REMOVAL/REPLACEMENT  
MAINTENANCE SERVICES  
CONTRACT NO. T-8000-0444**

**SECTION III INSURANCE REQUIREMENTS**

**LIABILITY INSURANCE REQUIREMENTS**

The following requirements shall prevail:

- A. The Contractor shall forward to the Procurement Officer prior to the execution of the Contract, a certificate of insurance issued by the Insurer (s), including special endorsements. If requested by the Engineer, the Contractor shall provide a certified copy of the actual policies and endorsement 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.

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. Sixty (60) day's 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 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 therefore, 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 is 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.
- C. Insurance like that required of the Contractor shall be provided by or in behalf of all subcontractors of any tier and other entities to cover their operation(s) performed under this Contract.
- D. 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 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 an aggregate limit of less than \$2,000,000.00.
  3. 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.
  4. Umbrella Liability: Provide an occurrence "umbrella" form of excess 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.
  5. 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 as required in paragraph 1 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.

The policy of insurance as required in paragraph 1 shall be endorsed to include as an insured the MTA, its officers, and employees.

The policy of insurance as required in paragraph 1 shall be written by an insurer acceptable to the MTA.

If coverage as required in paragraph 1 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 (5) years beginning from the time that work under this contract is completed.

Contractor shall provide to MTA a certificate of insurance documenting the existence of coverage as required in paragraph 1 of this contract. The certificate shall be signed by a person authorized by the insurer to bind coverage on its behalf as described in the certificate. Such certificate shall be delivered to MTA before work under this contract commences.

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.

**1. Railroad Insurance Policy Requirements**

The contractor shall maintain insurance for the life of the contract. The following dollar amounts are set as a minimum.

General Liability (General Aggregate/Each Occurrence)	\$5,000,000/\$1,000,000
Automobile Liability	\$1,000,000
Excess Liability	\$2,000,000
Worker's Compensation & Employers Liability	\$ 500,000

The contractor shall submit a Certificate of Insurance to the MTA prior to Notice to Proceed.

Railroad Protective Liability Insurance is required if the work is done within fifty (50) feet of the track. Railroad Protective Public Liability Insurance (AAR-AASHTO form) as follows: It will also be in the name of the Administration providing a limit of not less than \$5,000,000 per occurrence and not less than \$10,000,000 in the aggregate. An original copy of the policy will be sent to the MTA.



**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

**MEMORANDUM**

TO: Holders of Contracts Documents

FROM: Nannette C. Gibson, Procurement Administrator  
Maryland Transit Administration  
Procurement Division  
6 Saint Paul Street, 7<sup>th</sup> Floor  
Baltimore, Maryland 21202-1614

SUBJECT: Addendum No. 1  
Invitation for Bids (IFB) for  
Contract No. T8000-0444

DATE: July 24, 2014

**Issued herewith and effective this date is Addendum No. 1. The Bidder shall include acknowledgement of receipt of this Addendum in accordance with Section 1, Item C.13 of this IFB and reported on the BID FORM INCLUDING UNIT PRICE SCHEDULE, Section IV, Item # 9, Page 3 of 6 on the Bid Form.**

**ITEM ONE:**

**The due date, location, and public opening of “sealed bids” has been changed, from Friday, August 8, 2014 no later than 2:00pm to Thursday, August 7, 2014 no later than 2:00P.M. (Eastern Standard Time), at the Maryland Transit Administration, William Donald Schafer Tower, 6 Saint Paul Street, 7<sup>th</sup> Floor, Baltimore, MD 21202.**

**ITEM TWO:**

**THE FOLLOWING PAGES/SECTIONS TO THE IFB ARE REVISED AS INDICATED:**

- **SECTION I – SOLICITATION INFORMATION AND INSTRUCTIONS – (SEE REVISED PAGES ATTACHED – ALL CHANGES ARE IN ITALICS)**

Addendum No.1

➤ **SECTION IV – BID FORM - (SEE REVISED PAGES ATTACHED – ALL CHANGES ARE IN *ITALICS*)**

**The Minority Business Enterprise (MBE) has changed**

There is a Minority Business Enterprise (MBE) goal of **25%** with no subgoal for this IFB solicitation. A bidder who is certified as a Minority Business Enterprise and awarded the contract that results from this IFB is not exempt and must, therefore, still meet the MBE goal for this IFB with certified MBE subcontractors as detailed in this IFB.

**ITEM THREE:**

➤ **QUESTIONS INQUIRES/MTA RESPONNSES:**

**Question # 1:**

Please provide the current bid results for these services previous year?

**MTA Response:**

**The bid results are attached:**

**ITEM FOUR:**

**REMINDER:**

This procurement has been designated for the **Small Business Reserve Program**. Only certified small businesses can bid on this procurement and be awarded the contract that results from this IFB.

The information issued with this Addendum will become part of the contract awarded to the successful bidder. If you have any questions regarding this Addendum, please contact me at 410-454-7924 or by e-mail at [ngibson@mta.maryland.gov](mailto:ngibson@mta.maryland.gov)

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Nannette C. Gibson  
Procurement Administrator  
MTA Procurement Division

**MARYLAND TRANSIT ADMINISTRATION  
LIGHT RAIL GRAFFITI AND SIGNAGE REMOVAL/REPLACEMENT  
MAINTENANCE SERVICES  
CONTRACT NO. T-8000-0444**

**SECTION I – SOLICITATION INFORMATION AND INSTRUCTIONS**

**A. BACKGROUND**

The Maryland Transit Administration (MTA) is a modal administration within the Maryland Department of Transportation. The Administration directly operates bus, metro, light rail and mobility transit services in the "Metro Transit District" comprising Baltimore City, and the surrounding counties. The Administration also contracts with several companies to operate statewide and commuter bus services, mobility services and commuter rail services ("MARC").

**B. PURPOSE**

The Maryland Transit Administration (MTA) desires a Contractor to perform the removal and replacement of graffiti in an environmentally safe manner as well as the removal of undesirable signs for the MTA's Light Rail Properties. A detailed description of the work to be performed is provided in the "Scope of Work" of this IFB. (See Section II.)

This procurement has been designated for the **Small Business Reserve Program**. Only certified small businesses can bid on this procurement and be awarded the contract that results from this IFB.

**C. ADMINISTRATIVE/CONTRACTUAL INFORMATION**

**1. Issuing Office**

This IFB is issued by the MTA Procurement Department. The sole point of contact for this IFB is the Procurement Officer at the issuing office address as shown below:

Nannette C. Gibson, Procurement Officer  
Maryland Transit Administration  
*1331 South Monroe Street  
Baltimore, MD 21230  
Telephone 410-454-7924  
Facsimile at 410-454-7892*  
E-mail address: [ngibson@mta.maryland.gov](mailto:ngibson@mta.maryland.gov)

## 2. Pre-Bid Conference

A Pre-Bid Conference will be held on **Tuesday, July 22, 2014**, at the MTA's **Procurement Division, 6 Saint Paul Street, 7<sup>th</sup> Floor, Room 731, Baltimore, Maryland 21202, beginning at 10:00 a.m.** Although all Bidders are encouraged to attend the Pre-Bid Conference, attendance is not mandatory. The number of representatives from each firm planning to attend the Pre-Bid Conference is limited to no more than two (2) persons. Please complete the Pre-Bid Conference Attendance Form (Attachment 4) and submit by **Monday, Jul 21, 2014 at 2:00 pm** to **Nannette C. Gibson, Procurement Officer, via e-mail at [ngibson@mta.maryland.gov](mailto:ngibson@mta.maryland.gov) or via fax at 410-333-4810.** Ms. Gibson may also be contacted via telephone at **410-767-0813.**

A written summary of the Pre-Bid Conference and all known questions and answers provided at the time of the conference, will be distributed on the MTA's website ([www.mta.maryland.gov](http://www.mta.maryland.gov)).

## 3. Inquiries

Written questions from prospective Bidders will be accepted by the Procurement Officer prior to the due date for bid opening. Questions may be submitted by mail, facsimile, or by e-mail to the Procurement Officer. **The submission deadline for written inquiries is Monday, July 28, 2014 by 4:00 p.m. (Eastern Time).** In case of questions not received in a timely manner, 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 bid 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 by the Procurement Officer to have received a copy of the IFB.

## 4. Approved Equals And/Or Exceptions

Requests for approved equals and/or exceptions to the specifications must be in writing on the form provided in Attachment 3 of this IFB. Any questions and/or clarifications regarding the specifications must also be submitted in writing on the contractor's letterhead. All exceptions/approved equals and questions/clarifications must be submitted no later than **4:00 P.M., July 28, 2014.** Facsimile inquiries should be forwarded to 410-333-4810, Attention: Nannette C. Gibson. Facsimile messages will not be accepted unless accompanied by telephone notifications at (410) 767-0813. Any verbal responses will not be binding on the MTA.

**Bidders are cautioned that any exceptions to the proposed contract or exceptions to other material requirements shall render their bid non-responsive unless approved prior to the opening of the bid.**

## **5. Submission Deadline**

In order to be considered, bids must be received no later than **2:00 p.m. (Eastern Time) on Thursday, August 7, 2014** by the Procurement Officer at the address listed in Section I,C.1. Bidders submitting bids by mail should allow sufficient mailing and delivery time to ensure timely receipt by the Procurement Officer. Bids arriving after the closing date and time are late and shall be rejected in accordance with applicable regulations. Electronic and fax bids will not be accepted. A public bid opening will be held at the address referenced in Section I,C.1.of this IFB.

The "Unit Price Schedule" form shall not be altered in any way and shall contain only the price or prices stipulated on the form. The "Unit Price Schedule" form must contain all cost information in the format specified. All bids recorded shall be "fully loaded" and, as such, be inclusive of the direct and indirect cost (i.e. over head, hourly rates, general administration, profit, taxes, and fringe benefits, etc) associated with the delivery of services of this contract.

The State does not guarantee a minimum or maximum numbers of service hours, for any Bidder awarded this contract.

A bid, request for modification, or request for withdrawal is late if it is not received by the Procurement Officer at the place and by the date and time specified in Section I,C.1 of this IFB.

A late bid, late modification, or late request for withdrawal shall not be considered. Exceptions may be made when a late bid, modification, or withdrawal is received before Contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of State personnel directing the procurement activity or their employees. A late modification of a successful bid that makes its terms more favorable to the State shall be considered at any time it is received and may be accepted.

## **6. Bids**

Bids shall be prepared simply and economically, providing a straightforward, concise description of the Bidder's ability to meet the requirements of this IFB. The Bidder shall ensure that prices submitted on the Bid Form Unit Price Schedule (Section IV) in response to this IFB are fully loaded and include all materials, direct and indirect labor costs, other costs and profits for the Bidder. All bids become the property of the Agency, and neither the Agency nor the State of Maryland will be responsible for any expenses incurred by the Bidders in preparing or submitting their bids or for any other associated costs.

Bidders shall complete and submit their bids on the Bid Form Including Unit Price Schedule (Section IV of this IFB). Oral, telegraphic, electronic mail, facsimile or mailgram bids shall not be accepted. The Bid and all bid forms of each Bidder shall be signed by a corporate officer, partner, proprietor or individual authorized to legally bind the Bidder.

The State does not guarantee a minimum or maximum numbers of service hours, for any

Bidder awarded this contract.

All bids shall be accompanied by a completed Bid/Proposal Affidavit (Attachment 1 of this IFB), Conflict of Interest Form (Attachment 5 of this IFB), Experience and References Form (Attachment 10 of this IFB), Living Wage Affidavit (Attachment 11 of this IFB), and any other documents, as applicable. The sample Contract Agreement and Contract Affidavit (Section V and Attachment 2 of this IFB, respectively) are included for reference only and shall be completed only by the Bidder recommended for contract award.

**7. Performance Guaranty –**

Performance Guaranty- to ensure its performance in accordance with the terms and conditions of the Contract and to protect the MTA and its patrons in the event of the Contractor's default on its contractual obligations, the Contractor shall be required to submit a Performance Guaranty to the MTA prior to commencement of the contract. The Guaranty shall equal ten percent (10%) of the total, five-year, estimated contract price and be in one of the forms specified below.

**The Bidder shall state in the bid section which of the four forms of performance guaranty it wishes to utilize.**

- a) A performance bond in the format specified in Attachment 15. The completed form shall be delivered to the MTA with the signed contract documents after receipt of Letter of Intent. The following Surety Bond Qualifications shall apply:

(I) Bonds shall be written through surety insurers authorized to do business in the State of Maryland as surety, with a rating of at least "B V" as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A. M. Best Company, Oldwick, New Jersey.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

(II) Surety Bonds guaranteed through the U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

(III) The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of their power of attorney authorizing him or her to do so. The contract bond must be countersigned by the surety's resident Maryland Agent.

- (b) A pledge of U.S. Government Securities or cash held in escrow by a Maryland bank in the amount of ten percent (10%) of the total, five-year

estimated contract ceiling price to be held by a Maryland bank in escrow for the term of the contract and any extensions thereto. The form of the pledge must allow the MTA to direct the bank to liquidate the securities and withdraw funds from the escrow account upon presentation to the bank of a certification from the MTA Administrator that the Contractor has been issued a notice of termination for default in accordance with the terms of the contract. No countersignature or approval of the Contractor shall be required. The pledge must be signed and notarized by authorized officials of both the Contractor and the bank.

- (c) An irrevocable Letter of Credit (LOC) issued by a Maryland financial institution in a form acceptable to the MTA in the amount of ten percent (10%) of the total, five-year estimated contract ceiling price. The form of the LOC must allow the MTA to draw upon the funds upon presentation to the bank of a certification from the MTA Administrator that the Contractor has been issued a notice of termination for default in accordance with the terms of the contract. No countersignature or approval of the Contractor shall be required. The LOC must be signed and notarized by authorized officials of both the Contractor and the bank.
- (d) Retainage of a portion of the contractor's gross billing amount until the termination of the contract or when the retainage equals ten percent (10%) of the total, five-year estimated contract ceiling price, whichever occurs first. The portion retained shall be ten percent (10%) of each monthly billings for all billings covering the first year of services and five percent (5%) thereafter until the 10% ceiling is reached. If the contract is terminated for default, the retainage shall be forfeited. Forfeiture shall not be construed as a waiver of any other remedies the MTA is entitled to exercise under the contract or at law.

## **8. Signatures**

An officer authorized to make a binding commitment for the firm(s) making the bid shall sign all bids.

## **9. Procurement Method**

This procurement is being conducted in accordance with the Code of Maryland Regulation (COMAR), Title 21, State Procurement Regulations, COMAR 21.05.02, Procurement by Competitive Sealed Bidding. In accordance with COMAR 21.05.02.13, the State intends to award a contract to the responsible and responsive bidder whose bid meets the requirements set forth in the IFB and is the most favorable bid price.

## **10. Small Business Reserve (SBR)**

This is a Small Business Reserve procurement for which award will be limited to Certified Small Business Vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, § 14-501 – 14-505, Annotated Code of Maryland,

and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract.

All Bidders shall submit the Small Business Contract Affidavit with their bid (See Attachment 13).

**11. Contract Duration**

This contract shall be in force for a period of **five (5) years** from the start date stated in the *Notice to Proceed* letter.

**12. Incurred Expenses**

The State will not be responsible for any costs incurred by Bidders in preparing and submitting a response to this IFB or for any other associated costs.

**13. Addenda and Revisions To The IFB**

If it becomes necessary to revise this IFB before the due date for bids, an addendum to the IFB will be posted on the MTA Website as described in the Prospective Bidders Letter. Bidders shall acknowledge receipt of all addenda in the transmittal letter of the Bid. (See Section IV).

**14. Cancellation And Rejection Of Bids**

The Agency reserves the right to cancel this solicitation or accept or reject any or all bids, in whole or in part. The Agency also reserves the right to waive minor irregularities in bids, or allow the Bidder to correct a minor irregularity, if either action is determined to be in the best interest of the State. If the solicitation is canceled, a notice of cancellation will be provided to all Vendors who were sent this solicitation or are otherwise known by the Procurement Officer to have obtained this solicitation. The Agency reserves the right to cancel this IFB in accordance with COMAR Regulation 21.06.02.

**15. Duration Of Bid**

Bids submitted in response to this IFB are irrevocable for one hundred twenty (120) days following the closing date of bids. This period may be extended at the Procurement Officer's request only with the Bidder's written agreement.

**16. Contract Type**

The contract to be awarded, as a result of this IFB, will be a Fixed Price contract pursuant to COMAR 21.06.03.02.

**17. Compliance With Law**

By submitting a bid in response to this IFB, the successful Bidder(s) selected for award

agrees that it shall comply with all Federal, State and local law applicable to its activities and obligations under the Contract.

## **18. Arrearages**

By submitting a response to this IFB, the Bidder(s) represents that it is not in arrears in the payment of any obligation due and owing to the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become in arrears during the term of this contract if selected for the contract award.

## **19. Acceptance of Terms and Conditions**

- a. By submitting a bid in response to this IFB, Bidders shall be deemed to have accepted all the terms and conditions, set forth in this IFB and in the attached General Conditions for Maintenance Contract, Attachment 9.
- b. In the event of a conflict between provisions of the Contract, the IFB, the General Conditions, or any other document incorporated by reference into the Contract, the following order of precedence shall determine the prevailing provisions:
  1. The Contract
  2. The Invitation for Bid, including any addenda.
  3. The MDOT General Conditions for Maintenance Contracts, as amended July 2002.
  4. The Contractor's Bid, including any amendments.
- c. Section 52, Disputes, of the MDOT General Conditions for Maintenance was amended to incorporate the following language:

“Unless a lesser period is provided by applicable statute, regulation, or this Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.”

## **20. Procurement Regulations**

This IFB and any resulting contract shall be governed by the State Finance and Procurement Article and by COMAR Title 21, State Procurement Regulations, as amended.

## **21. Conflict Of Interest**

The Bidder covenants that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the

services required under this IFB. (Attachment 5)

**22. Incorporation By Reference**

All terms and conditions of the IFB and amendments thereto, all provisions of the successful Bid and submittals in response to the IFB and amendments thereto, all applicable State and Federal Laws, statutory and regulatory provisions and orders, shall be incorporated by reference and made a part of the contract to be entered into as result of this IFB.

**23. Alternate Bids and Multiple Bids**

Alternate or multiple bids will not be accepted.

**24. Resident Business Reciprocal Preferences**

When awarding by competitive sealed bids, the Agency may, in accordance with COMAR 21.05.01.04, give a preference to the lowest responsive and responsible bid from a “resident business” (as defined in COMAR 21.05.01.04A(3)) if the State in which the non-resident business is located gives its residents preference. The preference given shall be identical to the preference given by the other state to its residents, unless this conflicts with any federal grant or regulation affecting this Contract.

**25. Verification Of Registration And Tax Payments**

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. They can be reached at 410-767-1330, or online at [www.dat.state.md.us](http://www.dat.state.md.us). It is strongly recommended that any potential Bidder complete registration prior to the due date for receipt of bids. A Bidder’s failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Bidder from final consideration and recommendation for contract award.

All corporations doing business in Maryland are also required to register with the Department of Labor, Licensing and Regulation and must have a resident agent. The resident agent must be either an individual (not the corporation itself) with an address within the boundaries of Maryland or a corporation that represents other corporations as a resident agent.

**26. 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 e-Maryland marketplace web site (<http://www.ebidmaryland.com>) and other means for transmitting the IFB and associated materials, the solicitation and minutes of the pre-bid conference, vendors questions and MTA responses, addenda, and other solicitation related information will be provided by the Procurement Officer.

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 vendors interested in doing business with Maryland State agencies subscribe to e-Maryland Marketplace.

**27. Electronic Funds Transfer (EFT)**

By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Bidder/Offeror shall register using the attached form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form (Attachment 6). Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.(Attachment 6).

**28. False Statements**

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

- (a) 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.
- (b) 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.

**29. Invoice Submission Requirements**

The Contractor shall submit, on a monthly basis, an invoice for work performed, completed, and accepted by MTA. Payment to the Contractor shall be made no later than thirty (30) days after the MTA's receipt of an approved invoice.

An approved invoice shall consist of the following information:

- The Contractor's Federal Employer Identification Number (FEIN) or Social Security Number, and the Contract Name and Number shall appear on the face of each invoice.
- A detailed description of the work performed and materials used must be included with each invoice. All prices will remain firm, in accordance with the prices

submitted on the “Bid Form/Unit Price Schedule.

- Address all invoices to the **Project Manager, David Morris** at the following address:

David Morris, Project Manager  
Facilities Maintenance - Light Rail  
344 West North Avenue  
Baltimore, Maryland 21217  
Phone: 410-454-7617  
Fax: 410-454-7594

- 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 are prohibited.

### **30. Minority Business Enterprise Notice**

**Minority Business Enterprises (MBE)** are encouraged to respond to this solicitation notice and are therefore encouraged to obtain certification from the Maryland Department of Transportation. All questions related to certification must be directed to the Maryland Department of Transportation Office of Minority Business Enterprise/Equal Opportunity:

Maryland Department of Transportation  
Office of Minority Business Enterprise/Equal Opportunity  
7201 Corporate Center Drive  
P. O. Box 548  
Hanover, MD 21276  
Telephone: 410-865-1240

Bidders attempting to classify themselves as minority contractors, within the meaning of the State procurement laws and regulations shall not be so viewed until and unless they are certified as such by the Office of Minority Business Enterprise/Equal Opportunity. The assigned certification number must appear on invoices.

### **31. Minority Business Enterprise Subcontract Participation Goal**

*An overall **Minority Business Enterprise (MBE) subcontract participation goal of 25%** of the total contract dollar amount has been established for this procurement with zero sub-goals.*

By submitting a response to this solicitation, the Bidder agrees that these dollar amounts of the contract shall be performed by certified minority business enterprises, including the MBE classifications specified herein.

A contractor may count toward its MBE goal 60 percent of its expenditures for materials and supplies required under the contract and obtained from a MBE regular dealer, and 100 percent of such expenditures to a MBE manufacturer. The MBE credited supplies may not exceed 60 percent of the entire contract goal.

Refer to the MBE participation instruction in Attachment 12.

### **32 . Liquidated Damages**

This contract requires the contractor to make good faith efforts to comply with the Minority Business Enterprise ("MBE") Program and contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

Therefore, upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

- a. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): **\$23.00 per day** until the monthly report is submitted as required.
- b. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): **\$82.00 per MBE subcontractor**.
- c. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.
- d. Failure to meet the Contractor's total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

- e. Failure to promptly pay all undisputed amounts to a subcontractor in full compliance with the prompt payment provisions of this contract: **\$90.00 per day** until the undisputed amount due to the subcontractor is paid.

Notwithstanding the use of liquidated damages, the State reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law (See Attachment 15).

### **33. Protests**

Any Bidder or other interested person who is aggrieved by the award or proposed award of the Contract resulting from this solicitation may protest that decision. Please note that the Maryland Board of Public Works does not have jurisdiction to consider protests relating to this solicitation or an award of contract under this solicitation.

All protests relating to this solicitation, the selections and/or award must be filed in writing with the Administration's Procurement Officer, and within the time limitation set forth in the code of Maryland Regulations (COMAR) 21.10.02. Bid protests shall be filed not later than seven (7) days after the basis for protest is known, or should have been known, whichever is earlier. Oral protests will not be considered.

The specific details of the protest procedures to be followed by aggrieved actual or prospective bidders are contained in COMAR 21.10. A written summary of this procedure will be provided, upon request, by the Contract Administration Department of the Maryland Transit Administration in the above address.

### **34. Public Information Act Notice**

Bidders should give specific attention to the identification of those portions of their bids that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Bidders are advised that, upon request for this information from a third party, the MTA is required to make an independent determination as to whether the information may or must be disclosed to the requesting party.

### **35. State Ethics Law**

Under State Government Article, § 15-508, Annotated Code of Maryland, a Bidder who employs an individual who assists the Agency in drafting specifications for an invitation for bids or a request for proposals for a procurement may not submit a bid or proposal for the procurement or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement. A Bidder with any questions regarding the applicability of this provision of the State Ethics Law in connection with this procurement should contact the State Ethics Commission, 9 State Circle, Suite 200, Annapolis, Maryland 21401 (Telephone: 410-974-2068).

### **36. Prospective Bidders**

Prospective Bidders are those persons or firms who: (i) were sent this IFB; (ii) requested this IFB in writing; or (iii) otherwise obtained this IFB and notified the Procurement Officer in writing that they obtained this IFB.

### **37. Living Wage Requirements**

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's wage requirement is contained in this solicitation (see Attachment 11 entitled Living Wage Requirements for Service Contracts). If the Bidder fails to submit and complete the required documentation under State law, the State may determine a Bidder to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$13.19 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total value are performed in the Tier 2 Area, a Bidder shall pay each covered employee at least \$9.91 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from the solicitation has been determined to be a Tier 1 contract.

**38. Procurement Schedule** (All dates tentative.)

<u>Activity</u>	<u>Date</u>
IFB Advertising Date	July 16, 2014
Pre-Bid Conference	July 22, 2014
Bid Inquiry Deadline (4:00 p.m.)	July 28, 2014
<b><i>Closing Date for Receipt of Bids (2:00 p.m.)</i></b>	<b><i>August 7, 2014</i></b>
Anticipated Board of Public Works Approval	October 15, 2014

**END OF SECTION I**

**SECTION IV**

**BID FORM  
INCLUDING UNIT PRICE SCHEDULE  
CONTRACT NO. T-8000-0444  
LIGHT RAIL GRAFFITI AND SIGNAGE REMOVAL/REPLACEMENT  
MAINTENANCE SERVICES**

TO: MARYLAND TRANSIT ADMINISTRATION  
ATTN: CONTRACT ADMINISTRATION DEPARTMENT  
6 ST. PAUL STREET, 7TH FLOOR  
BALTIMORE, MD 21202-1614

BID OPENING DATE:  
\_\_\_\_\_  
BID OPENING TIME:  
2:00 P.M.

BID OF: \_\_\_\_\_  
(Bidder's Name)

To Whom It May Concern:

1. This bid is hereby submitted to the Maryland Transit Administration (hereinafter sometimes called the "Administration") in response to SOLICITATION INFORMATION AND INSTRUCTIONS dated \_\_\_\_\_, **2014**.
2. The UNDERSIGNED has thoroughly examined, acknowledges receipt of, and is familiar with the Contract Documents as well as the various instructions, information, and requirements covering the same, all as mentioned herein and in said SOLICITATION INFORMATION AND INSTRUCTIONS.
3. In compliance with said SOLICITATION INFORMATION AND INSTRUCTIONS the undersigned hereby propose to furnish all labor, equipment, and materials and perform all work described in and in strict accordance with the provisions of the Contract Documents for the consideration of the Unit Prices, total price and list less percentage, listed in the attached Bid Form, and agrees that upon Notice of Award, within ninety (90) calendar days after the date of opening of bids, unless mutually extended, he will within 10 calendar days after receipt of the prescribed forms, execute the Contract.
4. The UNDERSIGNED agrees and understands that the time of completion is as specified in the specifications, unless the completion dates are extended as provided for in the Contract Documents.
5. The UNDERSIGNED hereby certifies that the \_\_\_\_\_ (Bidder's Name) / /is, / / is not (CHECK ONE) included on the GSA List of Parties Excluded from Procurement.

**AND**

The UNDERSIGNED hereby certifies that the \_\_\_\_\_ (Bidder's Name) / /is, / / is not (CHECK ONE) included on the List of Contractors suspended or Debarred from Contracting with the State of Maryland.

6. PARENT COMPANY

- a. The UNDERSIGNED represents that it / /is, / /is not, (CHECK ONE) OWNED OR CONTROLLED BY A parent company. For this purpose a parent company is defined as one, which either owns or controls the activities and basic business policies of the UNDERSIGNED. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company such ownership is not required; if another company is able to formulate, determine or veto basic business policy decisions of the bidder, such other company is considered the parent of the bidder. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.
- b. If UNDERSIGNED is owned or controlled by a parent company, insert in the space below the name and main office address of the parent company.

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Name

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Address

7. ARREARAGES

By submitting a response to this solicitation, the undersigned shall be deemed to represent 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 arrears during the term of the contract if selected for contract award.

8. CERTIFICATION OF NON-MARYLAND CORPORATION (FOREIGN CORPORATION)

- a. A corporation not incorporated in the State of Maryland is considered to be a foreign corporation and, therefore, is required to be registered with the Maryland State Department of Assessments and Taxation if awarded this contract.
- b. Where a foreign corporation is currently registered with the Department of Assessments and Taxation, such a bidder shall submit with his bid a copy of the department's certification of his registration or qualification acknowledgement.
- c. If a foreign corporation is not currently registered, such a bidder shall submit with his bid his certification that, if notified of his apparent award of the contract, he will register with the Maryland State Department of Assessments and Taxation and provide a copy of the departments certification of his registration or qualification acknowledgement along with the executed contract.

9. The UNDERSIGNED acknowledges receipt of the following addenda to the Bid Documents (Give the number and date of each).

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Failure to acknowledge receipt of all addenda may cause the bid to be considered not responsive to the invitation, which would require rejection of the bid.

10. Enclosed with the Bid, are the following documents and forms that shall be completed:

- A. Bid Form Including Unit Price Schedule (Section IV of this IFB)
- B. Bid/Proposal Affidavit (Attachment 1 of this IFB)
- C. Conflict of Interest Form (Attachment 5 of this IFB)
- D. Experience and Reference Form (Attachment 10 of this IFB)
- E. Living Wage Requirements Affidavit of Agreement (Attachment 11 of this IFB)
- F. Minority Business Enterprise (MBE) Forms A-D (Attachment 14 of this IFB)
- G. Small Business Contract Affidavit (Attachment 13 of this IFB)
- H. Contract Affidavit (Attachment 2 of this IFB)
- I. Certificate of Insurance (Section III of this IFB)
- J. Proof of a minimum of two (2) years experience in removing graffiti.

LIGHT RAIL GRAFFITI REMOVAL SERVICE  
CONTRACT NO. T-8000-0444

**UNIT PRICE SCHEDULE  
FOR FIVE (5) YEARS**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY/HOURS</u> <i>for five (5) years</i>		<u>UNIT PRICE for</u> <i>five (5) years</i>		<u>TOTAL</u> <i>for five (5) years</i>
001	Material	Lump Sum	x	Lump Sum	=	<b><u>\$250,000.00</u></b>
002	Painter	<i>10,000 HOURS</i>	x	\$	=	\$
003	Carpenter	<i>7,500 HOURS</i>	x	\$	=	\$
004	Telescope Wand/Bucket Truck	<i>2,500 HOURS</i>	x	\$	=	\$
005	Equipment Operator	<i>2,000 HOURS</i>	x	\$	=	\$

**BASIS OFF AWARD: TOTAL BID FOR ITEMS 001 THROUGH 005, \$\_\_\_\_\_**  
*(Five Year Total)*

**TOTAL BID IN WORDS: \_\_\_\_\_**  
*(FOR FIVE (5) YEARS)*

*\* All unit prices shall be fully inclusive of any and all costs for complimentary or incidental materials, equipment, supplies, clean-up, disposal, transportation, insurance, mobilization and other overhead and profit which may be required to complete the job. Although there are many cost aspects to providing the specified services, the Contractor shall include all costs per the unit price bids for cleaning and painting.*

**For bidding purposes, all interested Bidders must provide a cost for each item, except material, based on a “unit price for each item” listed as indicated on the Unit Price Schedule form.**

**For information purposes, the quantities listed represent the minimum amount required to provide service for the duration of the contract. Actual usage may vary from location to location, on an as needed basis. Use of unauthorized equipment and labor is not allowed.**

A. CORPORATION BID:

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
State in which Incorporated

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Telephone

Attest:

By:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President or Vice President

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

B. PARTNERSHIP BID:

\_\_\_\_\_  
Name of Partnership

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Telephone

Names of each Partner:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness:

By:

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

BID FORM

C. INDIVIDUAL BID

\_\_\_\_\_  
Name

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Telephone

Witness:

By:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name