



**MARYLAND TRANSIT ADMINISTRATION**

**MARYLAND DEPARTMENT OF TRANSPORTATION**

Martin O'Malley, Governor • Anthony G. Brown, Lt. Governor  
Darrell B. Mobley, Acting Secretary • Ralign T. Wells, Administrator

TO: All Planholders  
FROM: Maryland Transit Administration  
SUBJECT: **ADDENDUM NO. 6**  
**Contract No.: MTA-1403**  
Police Support Services  
DATE: February 27, 2014

Enclosed and effective this date is Addendum No. 6 to the subject Contract. This addendum reflects changes made to the solicitation as mentioned on the attached list.

**The due date of the Bids has been extended to Friday, March 7, 2014. The bids must be received by 2:00pm local time on the date indicated.**

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

All other terms and conditions remain unchanged.

Sincerely,

Lisa Dunlap  
Procurement Officer  
Procurement Division

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM NO. 6 TO SOLICITATION MTA-1403

VENDOR NAME: \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

\_\_\_\_\_  
DATE



**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

February 25, 2014

**TO ALL POTENTIAL BIDDERS OF THE CONTRACT DOCUMENTS:**

**Addendum No.5**

RE: Contract No.: MTA – 1403  
Police Support Services

To Whom It May Concern:

It is important that you acknowledge receipt of this Addendum No.5 on the referenced contract regardless of whether you will be bidding or not bidding.

If you have any questions regarding this matter, please contact Ms. Lisa Dunlap, Procurement Officer, via phone at 410-767-3360 or by email at [ldunlap2@mta.maryland.gov](mailto:ldunlap2@mta.maryland.gov). or fax at 410-333-4810.

Very truly yours,

Ms. Lisa Dunlap, CPPB  
Chief of Services  
Division of Procurement

Enclosures

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Contract No. MTA - 1403

This will acknowledge receipt of the attached Addendum No. 5.

\_\_\_\_\_  
**NAME OF COMPANY**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



**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

February 25, 2014

**TO ALL POTENTIAL BIDDERS OF THE CONTRACT DOCUMENTS:**

**Addendum No. 5**

Re: Contract No.: MTA – 1403  
Police Support Services

To Whom It May Concern:

1. **DELETE THE FOLLOWING:** Page 21, Section 3.2 Specification – Requirement Paragraph 1. The Contractor must provide the MTA with a copy of the company's personnel background check policy at the time of bid submittal. MTA reserves the right to review all background check of the proposed personnel once the Bidder is selected

**REPLACE WITH:** MTA reserves the right to review all personnel background checks.

2. **DELETE THE FOLLOWING:** Page 25, Section 3.2.3 Reports, Paragraph 1  
The Contractor shall provide a copy of Background Check Policy and Procedures with bid submission.

**REPLACE WITH:** The Contractor shall provide a copy of all detailed reports of daily activities and irregularities, such as equipment or property damage, presence of unauthorized persons, or unusual circumstances/activity to the Project Manager (PM) at the end of each shift.

Very truly yours,

A handwritten signature in blue ink that reads "Lisa Dunlap".

Ms. Lisa Dunlap, CPPB  
Chief of Services  
Procurement Division

THIS AMENDMENT IS ISSUED TO CLARIFY, ADD TO, DELETE FROM, CORRECT AND/OR CHANGE THE BID DOCUMENTS TO THE EXTENT INDICATED AND IS HEREBY MADE A PART OF THE SAID BID DOCUMENTS ON WHICH THE CONTRACT WILL BE BASED. THIS AMENDMENT BECOMES PART OF THE BID PACKAGE AND MUST BE ATTACHED TO THE OUTSIDE COVER OF THE PROPOSAL FORM. FAILURE TO DO SO MAY RESULT IN REJECTION OF YOUR BID. COMAR 21.05.02.08 REQUIRES THAT ALL AMENDMENTS ISSUED BE ACKNOWLEDGED; THEREFORE, THE ATTACHED RECEIPT MUST BE RETURNED TO THIS OFFICE. FAILURE TO RETURN THE RECEIPT ACKNOWLEDGING THE AMENDMENT MAY RESULT IN REJECTION OF YOUR BID.



**MARYLAND TRANSIT ADMINISTRATION**

**MARYLAND DEPARTMENT OF TRANSPORTATION**

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James T. Smith, Jr., Secretary • Robert L. Smith, Administrator

February 20, 2014

**TO ALL POTENTIAL BIDDERS OF THE CONTRACT DOCUMENTS:**

**Addendum No.4**

RE: Contract No.: MTA – 1403  
Police Support Services

To Whom It May Concern:

It is important that you acknowledge receipt of this Addendum No.4 on the referenced contract regardless of whether you will be bidding or not bidding.

If you have any questions regarding this matter, please contact Ms. Lisa Dunlap, Procurement Officer, via phone at 410-767-3360 or by email at [ldunlap2@mta.maryland.gov](mailto:ldunlap2@mta.maryland.gov). or fax at 410-333-4810.

Very truly yours,

Ms. Lisa Dunlap, CPPB  
Chief of Services  
Division of Procurement

Enclosures

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Contract No. MTA - 1403

This will acknowledge receipt of the attached Addendum No. 4.

\_\_\_\_\_  
**NAME OF COMPANY**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**



**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

February 20, 2014

**TO ALL POTENTIAL BIDDERS OF THE CONTRACT DOCUMENTS:**

**Addendum No. 4**

Re: Contract No.: MTA – 1403  
Police Support Services

To Whom It May Concern:

- The bids are due on Friday, February 28, 2014 at 2:00 PM.
- The bid opening is February 28, 2014 at 2:15 PM.

Attached are the questions submitted for the above reference solicitation:

Very truly yours,

A handwritten signature in blue ink that reads "Lisa Dunlap". The signature is written in a cursive, flowing style.

Ms. Lisa Dunlap, CPPB  
Chief of Services  
Procurement Division

THIS AMENDMENT IS ISSUED TO CLARIFY, ADD TO, DELETE FROM, CORRECT AND/OR CHANGE THE BID DOCUMENTS TO THE EXTENT INDICATED AND IS HEREBY MADE A PART OF THE SAID BID DOCUMENTS ON WHICH THE CONTRACT WILL BE BASED. THIS AMENDMENT BECOMES PART OF THE BID PACKAGE AND MUST BE ATTACHED TO THE OUTSIDE COVER OF THE PROPOSAL FORM. FAILURE TO DO SO MAY RESULT IN REJECTION OF YOUR BID. COMAR 21.05.02.08 REQUIRES THAT ALL AMENDMENTS ISSUED BE ACKNOWLEDGED; THEREFORE, THE ATTACHED RECEIPT MUST BE RETURNED TO THIS OFFICE. FAILURE TO RETURN THE RECEIPT ACKNOWLEDGING THE AMENDMENT MAY RESULT IN REJECTION OF YOUR BID.

## MTA 1403 – Police Support Services IFB – Questions

**Question 1:** The prime bidder must be licensed security company in the State of Maryland, correct?

**Answer 1:** The Bidder shall be a licensed security guard agency/company/firm in the State of Maryland.

**Question 2:** Will the Contractor be required to provide any type of communication device(s) to any of the contracted workers under this agreement?

**Answer 2:** Communication devices will be provided.

**Question 3:** Can the 100% Performance Bond be posted annually, as other state agencies allow (SHA for example)?

**Answer 3:** Yes, the Performance Bond may be posted annually.

**Question 4:** Will Maryland Transit Administration (MTA) re-negotiate the contract with the implementation of the Affordable Care Act?

**Answer 4:** Bidders are to consider all current and future obligations when bidding on this contract.



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

February 12, 2014

**TO ALL POTENTIAL BIDDERS OF THE CONTRACT DOCUMENTS:**

**Addendum No.3**

RE: Contract No.: MTA – 1403  
Police Support Services

To Whom It May Concern:

It is important that you acknowledge receipt of this Addendum No.3 on the referenced contract regardless of whether you will be bidding or not bidding.

If you have any questions regarding this matter, please contact Ms. Lisa Dunlap, Procurement Officer, via phone at 410-767-3360 or by email at [ldunlap2@mta.maryland.gov](mailto:ldunlap2@mta.maryland.gov). or fax at 410-333-4810.

Very truly yours,

Ms. Lisa Dunlap, CPPB  
Chief of Services  
Division of Procurement

Enclosures

-----  
Contract No. MTA - 1403

This will acknowledge receipt of the attached Addendum No. 3.

\_\_\_\_\_  
**NAME OF COMPANY**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



**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

February 12, 2014

**TO ALL POTENTIAL BIDDERS OF THE CONTRACT DOCUMENTS:**

**Addendum No. 3**

Re: Contract No.: MTA – 1403  
Police Support Services

To Whom It May Concern:

- The bids are due on February 26, 2014 at 2:00 PM.
- The bid opening is February 26, 2014 at 2:15 PM.

Very truly yours,

Ms. Lisa Dunlap, CPPB  
Chief of Services  
Procurement Division

THIS AMENDMENT IS ISSUED TO CLARIFY, ADD TO, DELETE FROM, CORRECT AND/OR CHANGE THE BID DOCUMENTS TO THE EXTENT INDICATED AND IS HEREBY MADE A PART OF THE SAID BID DOCUMENTS ON WHICH THE CONTRACT WILL BE BASED. THIS AMENDMENT BECOMES PART OF THE BID PACKAGE AND MUST BE ATTACHED TO THE OUTSIDE COVER OF THE PROPOSAL FORM. FAILURE TO DO SO MAY RESULT IN REJECTION OF YOUR BID. COMAR 21.05.02.08 REQUIRES THAT ALL AMENDMENTS ISSUED BE ACKNOWLEDGED; THEREFORE, THE ATTACHED RECEIPT MUST BE RETURNED TO THIS OFFICE. FAILURE TO RETURN THE RECEIPT ACKNOWLEDGING THE AMENDMENT MAY RESULT IN REJECTION OF YOUR BID.



**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

February 3, 2014

**TO ALL POTENTIAL BIDDERS OF THE CONTRACT DOCUMENTS:**

**Addendum No.2**

RE: Contract No.: MTA – 1403  
Police Support Services

To Whom It May Concern:

It is important that you acknowledge receipt of this Addendum No.2 on the referenced contract regardless of whether you will be bidding or not bidding.

If you have any questions regarding this matter, please contact Ms. Lisa Dunlap, Procurement Officer, via phone at 410-767-3360 or by email at [ldunlap2@mta.maryland.gov](mailto:ldunlap2@mta.maryland.gov). or fax at 410-333-4810.

Very truly yours,

Ms. Lisa Dunlap, CPPB  
Chief of Services  
Division of Procurement

Enclosures

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Contract No. MTA - 1403

This will acknowledge receipt of the attached Addendum No. 2.

\_\_\_\_\_  
**NAME OF COMPANY**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



**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

February 3, 2014

**TO ALL POTENTIAL BIDDERS OF THE CONTRACT DOCUMENTS:**

**Addendum No. 2**

Re: Contract No.: MTA – 1403  
Police Support Services

To Whom It May Concern:

1. **DELETE:** Page iii – IFB KEY INFORMATION SUMMARY SHEET  
VSBE Subcontracting Goal 5%  
**REPLACE WITH:** VSBE Subcontracting Goal 0.50%
2. **ADD:** Page iv – Table of Contents – Section 1 – GENERAL INFORMATION
  - 1.44 Bid Bond
  - 1.45 Performance Bond
  - 1.46 Surety Bond Assistance Program
3. **ADD:** Page v – Section IFB ATTACHMENTS
  - ATTACHMENT O – Bid Bond
  - ATTACHMENT P – Performance Bond
  - ATTACHMENT Q – Surety Bond Assistance Program
4. **DELETE:** Page 16, Section 1.33.3. – VSBE GOALS  
A VSBE subcontract participation goal of **five 5%** of the total Contract dollars amount has been established for this procurement.  
**REPLACE WITH:** A VSBE subcontract participation goal of **point five zero .50%** of the total Contract dollars amount has been established for this procurement.
5. **ADD:** Page 20, Section -1.44 Bid Bond  
Each bid exceeding \$100,000 must be accompanied by a Bid Bond (**Attachment O**) in the amount of **five percent (5%)** of the Bid Price. Bid, payment, and performance security may be in the form of: (1) a bond executed by a surety company authorized to do business in the State; (2) a bond executed by an individual surety that meets certain criteria; (3) another form of security required by State or federal law; or (4) another form of security satisfactory to the unit awarding the contract. Sections 13-207, 13-216, 17-104 of the State Finance and Procurement Article, Annotated Code of Maryland. Attachment O must be submitted with the Bid/Proposal.
6. **ADD:** 1.45 Performance Guarantees

To ensure 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 Guarantee to the MTA prior to commencement of the contract. The Guarantee shall equal 100% of the total estimated contract price and be in *only* one of the forms specified below.

- a. A performance bond shall be in the format specified in Attachment M. The completed form shall be delivered to the MTA within ten (10) business days of receiving notification of recommendation for Contract award. The following surety bond qualifications shall apply:
  1. Bonds shall be written through surety insurers authorized to do business in the State of Maryland as surety, with a rating of at least "BV" as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company.
  2. 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 show in this circular.
  3. Surety Bonds guaranteed through the U.S. Government Small Business Administration or Contractors Training and Development, Inc. will also be acceptable.
  4. The attorney-in-fact or other officer who signs for 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 100% of the total 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 100% of the total 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. Retaining of a portion of the contractor's gross billing amount until the termination of the contract or when the retainage equals 100% of the total estimated contract ceiling price, whichever occurs first. The portion retained shall be 100% 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.

ADD: 1.46 Surety Bond Assistance Program

7. **DELETE:** Page 24, Section 3.2.2.3 Police Monitoring Technician, paragraph 1.  
Four (4) Police Monitoring Technicians are required to cover 0600 thru 2200 hours and two (2) additional technicians to cover 2200 thru 0600 hours.  
**INSERT:** Four (4) Police Monitoring Technicians *per shift* are required to cover 0600 thru 2200 hours and two (2) additional technicians *per shift* to cover 2200 thru 0600 hours.
8. **ADD: Page 32 – Section 4.4.3 Completed Required Attachments**
  - e. Completed Bid Bond (**Attachment O**) \*see Section 1.44.
8. **ADD: Page 32 – Section 4.4.4 – Additional Attachments \*If Required**
  - g. Performance Bond (**Attachment P**) \*see Section 1.45
9. **REPLACE:** Bid Form F with the attached Revised Bid Form F.

Very truly yours,

Ms. Lisa Dunlap, CPPB  
Chief of Services  
Procurement Division

THIS AMENDMENT IS ISSUED TO CLARIFY, ADD TO, DELETE FROM, CORRECT AND/OR CHANGE THE BID DOCUMENTS TO THE EXTENT INDICATED AND IS HEREBY MADE A PART OF THE SAID BID DOCUMENTS ON WHICH THE CONTRACT WILL BE BASED. THIS AMENDMENT BECOMES PART OF THE BID PACKAGE AND MUST BE ATTACHED TO THE OUTSIDE COVER OF THE PROPOSAL FORM. FAILURE TO DO SO MAY RESULT IN REJECTION OF YOUR BID. COMAR 21.05.02.08 REQUIRES THAT ALL AMENDMENTS ISSUED BE ACKNOWLEDGED; THEREFORE, THE ATTACHED RECEIPT MUST BE RETURNED TO THIS OFFICE. FAILURE TO RETURN THE RECEIPT ACKNOWLEDGING THE AMENDMENT MAY RESULT IN REJECTION OF YOUR BID.

**ATTACHMENT O – BID BOND**

**(must be submitted with Bid)**

Bond No. \_\_\_\_\_

We, \_\_\_\_\_ as Principal, hereinafter called the Principal, and \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_, as Surety, hereinafter called the Surety, are held and firmly bound unto the State of Maryland, hereinafter called "State", for the sum of \_\_\_\_\_ for the payment of which sum, the Principal and the Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for \_\_\_\_\_ (Identify project by number and brief description):

NOW, THEREFORE, if the Principal, upon acceptance by the State of its bid identified above, within the period specified therein for acceptance (ninety (90) days, if no period is specified), shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the State the difference not to exceed the penalty hereof between the amount specified in Principal's bid and such larger amount for which the State may in good faith contract with another party to perform the work covered by said bid, then the above obligation shall be void and of no effect.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the State, notice of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than ninety (90) calendar days in addition to the period originally allowed for acceptance of the bid.

In Presence of:  
Witness

Individual Principal

\_\_\_\_\_  
(Name) \_\_\_\_\_ (SEAL)

\_\_\_\_\_ as to

In Presence of:  
Witness:

Partnership Principal

\_\_\_\_\_  
(Name) \_\_\_\_\_ (SEAL)

\_\_\_\_\_ as to

(Partner) \_\_\_\_\_ (SEAL)

\_\_\_\_\_ as to

(Partner) \_\_\_\_\_ (SEAL)

\_\_\_\_\_ as to

\_\_\_\_\_ (SEAL)

Attest:

(Partner)  
Corporate Principal

\_\_\_\_\_  
(Name of Corporation)      AFFIX

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
          President              SEAL

Attest:

\_\_\_\_\_  
(Surety)                      AFFIX

\_\_\_\_\_

By: \_\_\_\_\_  
          Attorney-in-fact        SEAL

Bonding Agent's Name \_\_\_\_\_

Agent's Address \_\_\_\_\_

Approved as to form and legal sufficiency

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**ATTACHMENT P – PERFORMANCE BOND**

STATE OF MARYLAND  
**MARYLAND DEPARTMENT OF TRANSPORTATION**

Principal	Business Address of Principal
<b>Name of Surety:</b> A corporation of the State of _____ and authorized to do business in the State of Maryland	
<b>PENAL SUM OF THIS PERFORMANCE BOND</b>	<b>DESCRIPTION OF CONTRACT</b>
	Contract Number: T-1223-0240 Contract Name or Description: Reisterstown Plaza Double Crossover Refurbishment 2
<b>DATE OF BOND</b> (Shall be no later than Date on Contract)	<b>DATE OF CONTRACT</b> (To be filled in by the Adm.)
<b>OBLIGEE</b> State of Maryland by and through the following Administration acting for the Maryland Department of Transportation:  <p style="text-align: center;">MARYLAND TRANSIT ADMINISTRATION</p>	

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the principal named above and Surety named above, being authorized to do business in Maryland, and having business addresses as shown above are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as "the Contract".

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

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

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of:

Individual Principal

Witness:

\_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

In Presence of:

Co-Partnership Principal

Witness:

\_\_\_\_\_ (SEAL)  
(Name of Co-Partnership)

\_\_\_\_\_ as to By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

\_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

Corporate Principal

Attest:

\_\_\_\_\_ (Name of Corporation)

\_\_\_\_\_ as to By: \_\_\_\_\_ AFFIX  
Corporate Secretary President CORPORATE  
SEAL

\_\_\_\_\_ (Surety)

Attest:  
(SEAL)

By: \_\_\_\_\_ AFFIX  
CORPORATE  
SEAL

Title \_\_\_\_\_

Signature

Bonding Agent's Name: \_\_\_\_\_

\_\_\_\_\_ (Business Address of Surety)

Agent's Address

Approved as to legal form and sufficiency this  
\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Assistant Attorney General

## Surety Bond Assistance Program

Small businesses may qualify for assistance in obtaining bid, performance and payment bonds through the Maryland Small Business Development Financing Authority (MSBDFA). MSBDFA can directly issue bid, performance or payment bonds up to \$5 million. MSBDFA may also guarantee up to 90% of a surety's losses resulting from a contractor's breach of a bid, performance or payment bond or \$1,350,000, whichever is less. Bonds issued directly by the MSBDFA Surety Bond Program (Program) will remain in effect for the term of the contract. Bond guarantees will remain in effect for the term of the bond.

To be eligible for bonding assistance, an applicant must:

1. Have its principal place of business in Maryland or be a Maryland resident;
2. First be denied bonding by at least one surety in both the standard and specialty markets within 90 days of submitting a bonding application to MSBDFA;
3. Employ fewer than 500 full-time employees or have gross sales of less than \$50 million annually;
4. Not subcontract more than 75 percent of the work;
5. Have good moral character and a history of financial responsibility;
6. Demonstrate that the contract will have a substantial economic impact; and
7. Never have defaulted on any loan or financial assistance made or guaranteed by MSBDFA.

Applicants are encouraged to apply for assistance under the Program through their respective bonding agents. Questions regarding the bonding assistance program should be referred to:

Maryland Small Business Development Financing Authority  
c/o Meridian Management Group, Inc.  
826 East Baltimore Street  
Baltimore, Maryland 21202  
Phone 410-333-2548  
Fax: 410-333-2552  
Email: [mmgdeal@mmggroup.com](mailto:mmgdeal@mmggroup.com)

**ATTACHMENT F – REVISED BID FORM**

**REVISED MTA POLICE SUPPORT SERVICES BID FORM  
YEAR 1**

Position Title	A	B	C
	Hourly Rate*	Year 1 Estimated Hours**	Total Price **
Unarmed Security Guard	\$	27,040	\$
Fare Inspector	\$	7,462	\$
Police Monitoring Technician	\$	12,480	\$
Project Manager	\$	2,080	\$
Mileage*	\$0.56	8500	\$4,760.00
<b>A. YEAR 1 &gt;&gt;&gt;&gt;&gt; &gt;&gt;&gt;&gt;&gt;Total Evaluated Price</b>			\$

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
FEIN-Company Tax ID #

- \* The Hourly Rate is the actual rate the State will pay for services and must be recorded in dollars and cents.
- \*\* Estimated hours are for evaluation purposes only. The contract amount will not be affected by the hours outlined in this estimate, as the contract value is for a set amount
- \*\*\*Total will be rounded to the second place and is intended to establish financial ranking of each qualified Bidder.

**INSTRUCTIONS:**

1. Enter numbers using only dollars and cents, EX: \$100.00. Round up all numbers to two decimal places. (i.e. if the result is \$100.12345, round up to \$100.13)
2. Column A - record the Hourly Labor Rate to be charged in Fiscal Year for each Position Title listed.
3. Column C – multiply Column A times Column B for total price.
4. *Rate per mile will be used for evaluation purposes only. Actual mileage will be reimbursed at current State rates available at the following weblink  
(<http://dbm.maryland.gov/agencies/Pages/FleetManagementServices.aspx>).*

**REVISED MTA POLICE SUPPORT SERVICES BID FORM- YEAR 2**

Position Title	A	B	C
	Hourly Rate*	Year 2 Estimated Hours**	Total Price ***
Unarmed Security Guard	\$	27,040	\$
Fare Inspector	\$	7,462	\$
Police Monitoring Technician	\$	12,480	\$
Project Manager	\$	2,080	\$
Mileage	\$0.56	8500	\$4,760.00
<b>A. YEAR 2 &gt;&gt;&gt;&gt;&gt; &gt;&gt;&gt;&gt;&gt;Total Evaluated Price</b>			\$

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
FEIN-Company Tax ID #

- \* The Hourly Rate is the actual rate the State will pay for services and must be recorded in dollars and cents.
- \*\* Estimated hours are for evaluation purposes only. The contract amount will not be affected by the hours outlined in this estimate, as the contract value is for a set amount
- \*\*\*Total will be rounded to the second place and is intended to establish financial ranking of each qualified Bidder.

**INSTRUCTIONS:**

1. Enter numbers using only dollars and cents, EX: \$100.00. Round up all numbers to two decimal places. (i.e. if the result is \$100.12345, round up to \$100.13
2. Column A - record the Hourly Labor Rate to be charged in Fiscal Year for each Position Title listed.
3. Column C – multiply Column A times Column B for total price.
4. *\* Rate per mile will be used for evaluation purposes only. Actual mileage will be reimbursed at current State rates available at the following weblink*  
*(<http://dbm.maryland.gov/agencies/Pages/FleetManagementServices.aspx>).*

**REVISED MTA POLICE SUPPORT SERVICES – YEAR 3**

Position Title	A	B	C
	Hourly Rate*	Year 3 Estimated Hours**	Total Price ***
Unarmed Security Guard	\$	27,040	\$
Fare Inspector	\$	7,462	\$
Police Monitoring Technician	\$	12,480	\$
Project Manager	\$	2,080	\$
Mileage	\$0.56	8500	\$4,760.00
<b>A. YEAR 3 &gt;&gt;&gt;&gt;&gt; &gt;&gt;&gt;&gt;&gt;Total Evaluated Price</b>			\$

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
FEIN-Company Tax ID #

\* The Hourly Rate is the actual rate the State will pay for services and must be recorded in dollars and cents.

\*\* Estimated hours are for evaluation purposes only. The contract amount will not be affected by the hours outlined in this estimate, as the contract value is for a set amount

\*\*\*Total will be rounded to the second place and is intended to establish financial ranking of each qualified Bidder.

**INSTRUCTIONS:**

1. Enter numbers using only dollars and cents, EX: \$100.00. Round up all numbers to two decimal places. (i.e. if the result is \$100.12345, round up to \$100.13)
2. Column A - record the Hourly Labor Rate to be charged in Fiscal Year for each Position Title listed.
3. Column C – multiply Column A times Column B for total price.
4. *\* Rate per mile will be used for evaluation purposes only. Actual mileage will be reimbursed at current State rates available at the following weblink  
(<http://dbm.maryland.gov/agencies/Pages/FleetManagementServices.aspx>).*

**REVISED MTA POLICE SUPPORT SERVICES – YEAR 4**

Position Title	A	B	C
	Hourly Rate*	Year 4 Estimated Hours**	Total Price ***
Unarmed Security Guard	\$	27,040	\$
Fare Inspector	\$	7,462	\$
Police Monitoring Technician	\$	12,480	\$
Project Manager	\$	2,080	\$
Mileage	\$0.56	8500	\$4,760.00
<b>A. YEAR 4 &gt;&gt;&gt;&gt;&gt; &gt;&gt;&gt;&gt;&gt;Total Evaluated Price</b>			\$

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
FEIN-Company Tax ID #

\* The Hourly Rate is the actual rate the State will pay for services and must be recorded in dollars and cents.

\*\* Estimated hours are for evaluation purposes only. The contract amount will not be affected by the hours outlined in this estimate, as the contract value is for a set amount

\*\*\*Total will be rounded to the second place and is intended to establish financial ranking of each qualified Bidder.

**INSTRUCTIONS:**

1. Enter numbers using only dollars and cents, EX: \$100.00. Round up all numbers to two decimal places. (i.e. if the result is \$100.12345, round up to \$100.13)
2. Column A - record the Hourly Labor Rate to be charged in Fiscal Year for each Position Title listed.
3. Column C – multiply Column A times Column B for total price.
4. *\* Rate per mile will be used for evaluation purposes only. Actual mileage will be reimbursed at current State rates available at the following weblink (<http://dbm.maryland.gov/agencies/Pages/FleetManagementServices.aspx>).*

**REVISED MTA POLICE SUPPORT SERVICES – YEAR 5**

Position Title	A	B	C
	Hourly Rate*	Year 5 Estimated Hours**	Total Price ***
Unarmed Security Guard	\$	27,040	\$
Fare Inspector	\$	7,462	\$
Police Monitoring Technician	\$	12,480	\$
Project Manager	\$	2,080	\$
Mileage	\$0.56	8500	\$4,760.00
<b>A. YEAR 5 &gt;&gt;&gt;&gt;&gt; &gt;&gt;&gt;&gt;&gt;Total Evaluated Price</b>			\$

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
FEIN-Company Tax ID #

Total Evaluated Price    Year 1 \$ \_\_\_\_\_  
    Year 2 \$ \_\_\_\_\_  
    Year 3 \$ \_\_\_\_\_  
    Year 4 \$ \_\_\_\_\_  
    Year 5 \$ \_\_\_\_\_

**TOTAL 5 YEAR EVALUATED PRICE - \$ \_\_\_\_\_**

**INSTRUCTIONS:**

1. Enter numbers using only dollars and cents, EX: \$100.00. Round up all numbers to two decimal places. (i.e. if the result is \$100.12345, round up to \$100.1)
2. Column A - record the Hourly Labor Rate to be charged in Fiscal Year for each Position Title listed.
3. Column C – multiply Column A times Column B for total price.
4. *\* Rate per mile will be used for evaluation purposes only. Actual mileage will be reimbursed at current State rates available at the following weblink (<http://dbm.maryland.gov/agencies/Pages/FleetManagementServices.aspx>).*



**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

January 23, 2014

**TO ALL POTENTIAL BIDDERS OF THE CONTRACT DOCUMENTS:**

**Addendum No. 1**

Re: Contract No.: MTA – 1403  
Police Support Services

To Whom It May Concern:

- The pre bid meeting has be changes to January **28, 2014 at 2:00 P.M.** The location is 6 St. Paul Street, Room 731-732, Baltimore, MD 21202.
- The cut- off date for questions **February 3, 2014**. The responses to contractor's questions will be published as Addendum #3.
- The bids are due on February 19, 2014 at 2:00 PM.
- The bid opening is February 19, 2014 at 2:15 PM.

Very truly yours,

Ms. Lisa Dunlap, CPPB  
Chief of Services  
Procurement Division

THIS AMENDMENT IS ISSUED TO CLARIFY, ADD TO, DELETE FROM, CORRECT AND/OR CHANGE THE BID DOCUMENTS TO THE EXTENT INDICATED AND IS HEREBY MADE A PART OF THE SAID BID DOCUMENTS ON WHICH THE CONTRACT WILL BE BASED. THIS AMENDMENT BECOMES PART OF THE BID PACKAGE AND MUST BE ATTACHED TO THE OUTSIDE COVER OF THE PROPOSAL FORM. FAILURE TO DO SO MAY RESULT IN REJECTION OF YOUR BID. COMAR 21.05.02.08 REQUIRES THAT ALL AMENDMENTS ISSUED BE ACKNOWLEDGED; THEREFORE, THE ATTACHED RECEIPT MUST BE RETURNED TO THIS OFFICE. FAILURE TO RETURN THE RECEIPT ACKNOWLEDGING THE AMENDMENT MAY RESULT IN REJECTION OF YOUR BID.



**MARYLAND TRANSIT ADMINISTRATION**

**MARYLAND DEPARTMENT OF TRANSPORTATION**

Martin O'Malley, Governor • Anthony G. Brown, Lt. Governor  
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January 23, 2014

**TO ALL POTENTIAL BIDDERS OF THE CONTRACT DOCUMENTS:**

**Addendum No.1**

RE: Contract No.: MTA – 1403  
Police Support Services

To Whom It May Concern:

It is important that you acknowledge receipt of this Addendum No.1 on the referenced contract regardless of whether you will be bidding or not bidding.

If you have any questions regarding this matter, please contact Ms. Lisa Dunlap, Procurement Officer, via phone at 410-767-3360 or by email at [ldunlap2@mta.maryland.gov](mailto:ldunlap2@mta.maryland.gov). or fax at 410-333-4810.

Very truly yours,

Ms. Lisa Dunlap, CPPB  
Chief of Services  
Division of Procurement

Enclosures

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Contract No. MTA - 1403

This will acknowledge receipt of the attached Addendum No. 1.

\_\_\_\_\_  
**NAME OF COMPANY**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE