



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
Procurement Division, 7th Floor
6 Saint Paul Street
Baltimore, Maryland 21202-1614

SUBJECT: **Addendum No. 7**
Contract No. MTA-1410
Bus Shelter Advertising, Maintenance and Installation Services

DATE: May 29, 2014

Enclosed and effective this date is Addendum No.3 to the subject Contract. This Addendum represents responses to Planholder's written questions which is attached.

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, CPPB
Procurement Officer

Acknowledgement of receipt of Addendum No.7 to Solicitation MTA-1410

Vendor Name: _____

Authorized Representative's Signature

Date

Bus Shelter Advertising, Maintenance and Installation Services
CONTRACT NO. MTA 1410
27-May-14

#	QUESTIONS	RESPONSES
1	Please confirm bid is based on lump sum for all shelters, a per shelter bid should not applicable given that some are lit some are not and others have no ads	The bid should be based upon a minimum guarantee per advertising shelter per month.
2	Will the DBE/ MBE participation be based on the minimum annual revenue paid to the MTA or a percentage of the contractor's expenses?	The DBE/ MBE participation is based upon a percentage of the expenses incurred.
3	Please provide any sales revenue reported by CBS beyond 2011	Summaries provided. 2013 summaries currently not available
4	What was the financial guarantee plus any % that was part of the previous contract?	The prior contract read as follows " ... provide MTA 35% of revenues generated by this program, with a minimum guarantee of no less the \$200.00 per ad shelter for first year of the Agreement, the guarantee increasing by bfwilds@yahoo.com was the company maintaining the shelters.
5	Please identify the current company that performs maintenance and any associated costs.	
6	Will the new contractor be allowed deductions for damage that took place prior to the start date?	No. This can be negotiated if, based upon an assessment it appears that capital costs are considered excessive by MTA and the contractor
7	Will the MTA allow a 90 day ramp up to inspect the shelters and develop a sales revenue stream before the guarantee is due?	No. Since the minimum guarantee is based upon the shelter actually having an active ad placed in the shelter, and the payments are quarterly with the first payment due 90 days. The ramp up period should be covered.
8	What are the current quarterly costs for electricity?	Electric costs were \$5,000 per quarter

9	Will the MTA allow the contractor to deduct costs for retrofitting non illuminated Shelters to Solar? This would be a benefit to the MTA for Passenger and Driver safety	Yes.
10	Since the cost of glass repair and replacements parts is unknown will the MTA accept a not to exceed annual cost for repairs and replacement before taking deduction from the guarantee? By allowing a not to exceed cost on the repairs and maintenance a contractor can put more into a minimum guarantee knowing what its expenses are.	No.
11	If a damaged shelter needs to be replaced with a new shelter can the contractor deduct that cost from the annual guarantee?	No, shelters needing to be replaced are part of contractor's responsibility
12	Please confirm what the minimum wage requirement is?	Please review Section 1.35 Living Wage Requirements.
13	Please provide the mapping info so that we may inspect the shelters?	Maps are provided.
14	Please provide the expectations for snow removal requirements regarding timing amount of snow etc.	Expectations are the snow would be removed in a reasonable period – presumably when buses are in service, this period has generally been within 12 – 24 hours.
15	If a passenger slips and falls in or around the shelter who is liable for insurance claims?	This will depend upon on who owns the ground upon which the shelter is located.
16	Will the MTA consider a bid that includes a higher guarantee and a percentage share of revenue in lieu of maintenance and repair?	No. MTA's primary emphasis in this shelter contract is maintenance and repair.
17	Will MTA accept a bid for the maintenance excluding snow removal. The liability and cost may be prohibitive?	No.

18	Please provide a history of revenue payments received by the MTA in connection with the advertising shelter in the past 5 years.	<table border="0"> <tr> <td>2011</td> <td>4th Quarter</td> <td>Oct. – Dec.</td> <td>\$167,983.46</td> </tr> <tr> <td></td> <td>3rd Quarter</td> <td>July – Sept.</td> <td>\$157,904.60</td> </tr> <tr> <td></td> <td>2nd Quarter</td> <td>April – June</td> <td>\$193,722.11</td> </tr> <tr> <td></td> <td>1st Quarter</td> <td>Jan. – March</td> <td>\$238,933.20</td> </tr> <tr> <td>2010</td> <td>4th Quarter</td> <td></td> <td>\$336,954.92</td> </tr> <tr> <td></td> <td>3rd Quarter</td> <td></td> <td>\$263,723.55</td> </tr> <tr> <td></td> <td>2nd Quarter</td> <td></td> <td>\$307,998.17</td> </tr> <tr> <td></td> <td>1st Quarter</td> <td></td> <td>\$160,513.99</td> </tr> <tr> <td>2009</td> <td>4th Quarter</td> <td></td> <td>\$230,527.70</td> </tr> <tr> <td></td> <td>3rd Quarter</td> <td></td> <td>\$254,722.55</td> </tr> <tr> <td></td> <td>2nd Quarter</td> <td></td> <td>\$242,039.01</td> </tr> <tr> <td></td> <td>1st Quarter</td> <td></td> <td>\$188,934.46</td> </tr> <tr> <td>2008</td> <td>4th Quarter</td> <td></td> <td>\$267,159.24</td> </tr> <tr> <td></td> <td>3rd Quarter</td> <td></td> <td>\$436,194.67</td> </tr> <tr> <td></td> <td>2nd Quarter</td> <td></td> <td>\$367,211.89</td> </tr> <tr> <td></td> <td>1st Quarter</td> <td></td> <td>\$161,073.15</td> </tr> </table>	2011	4 th Quarter	Oct. – Dec.	\$167,983.46		3 rd Quarter	July – Sept.	\$157,904.60		2 nd Quarter	April – June	\$193,722.11		1 st Quarter	Jan. – March	\$238,933.20	2010	4 th Quarter		\$336,954.92		3 rd Quarter		\$263,723.55		2 nd Quarter		\$307,998.17		1 st Quarter		\$160,513.99	2009	4 th Quarter		\$230,527.70		3 rd Quarter		\$254,722.55		2 nd Quarter		\$242,039.01		1 st Quarter		\$188,934.46	2008	4 th Quarter		\$267,159.24		3 rd Quarter		\$436,194.67		2 nd Quarter		\$367,211.89		1 st Quarter		\$161,073.15
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19	Section 3.1C of the RFP stipulates that Contractor shall maintain 283 bus shelters of which 210 will be used for advertising. Does this include all new shelters to be built or will that matter grow? Will Contractor be permitted to display advertising on all new shelters?	The 283 shelters are existing only. In the future if new shelters are constructed they will be permitted to have advertising.																																																																
20	Will the Contractor be responsible for obtaining all necessary approvals and permits and for fees as required by the MTA and any other agencies to maintain each site? Will the MTA provide a single point of contact in order to streamline this process and therefore allow for expedited field installation work? Please provide a list and contacts of the specific government agencies that will require approvals, permits and fees.	For new shelter construction the MTA will provide a single point of contact. The MTA will provide a list of local jurisdictions and contact persons.																																																																

21	<p>With respect to the MTA's Advertising Standards and pre-approval rights, will the MTA agree to indemnify contractor for any first amendments claims arising out of the MTA's rejection of advertising copy?</p>	<p>No. Advertising requirements are provided per 3.2.3 of the Invitations For Bid MTA-1410.</p>
22	<p>Section 3.2.3.G of the RFP states that the Contractor shall provide at least 5% of its advertising inventory to MTA for promotion, public service messages, and MTA partnership ads. Instead of reserving space, would the MTA agree to stipulate that the Contractor shall place the MTA's self-promotional announcements on a space available basis? If not, will the MTA allow the contractor the right to select the locations on which non revenue generating self-promotional announcements are placed?</p>	<p>The MTA would like to have the ability to have 5% of the bus shelters available for some public advertising. The MTA will work with the contractor to make sure that these requests do not interfere with advertising contracts</p>
23	<p>Will MTA remove the requirements under Sections 3.2.4 D and 3.2.4G of the RFP that the Contractor remove all trash and make repairs paving surfaces within and immediately adjacent to the bus shelters? These requirements see to be outside of the scope of a shelter maintenance agreement, are contrary to standard practice and would be particularly onerous for the Contractor.</p>	<p>3.2.4. D and G. This wording is identical to the prior 10 year contract, however, the MTA will amend to read "2) repairs to paving services within the bus shelters,"</p>

24	<p>Will the MTA revise Section 3.2.5 of the RFP to provide that any removal, relocation, or replacement of non-advertising shelters at MTA's request be done at MTA's sole cost and expense - not Contractor's? To require otherwise would place an unfair financial burden on Contractor for which Contractor would be unable to budget in advance. Will the MTA permit Contractor to deduct the cost of replacing destroyed advertising shelters from guaranteed revenue to the MTA as it does for new build-outs as detailed in the RFP? In the event that there is not enough term in the Contract to permit Contractor to deduct all remaining build-out costs from guaranteed revenue to the MTA, will the MTA provide reimbursement of such costs upon expiration of the Contract?</p>	<p>3.2.5 No. This provision was in place during the last 10 year contract and was never used, however, the MTA will amend to read "A. The MTA shall have the right to require, at the MTA's expense, removal....."</p>
25	<p>Under Article 3.2.10, since the Contractor is paying a guaranteed fee per shelter, please confirm that the MTA will remove the requirement that the Contractor provide a statement of the revenue generated by the Contractor. This is the confidential proprietary information of the Contractor. If not, would the MTA be willing to treat our customer contracts and revenue information as confidential, proprietary information not subject to disclosure under any applicable freedom of information laws?</p>	<p>3.2.10 Using the minimum guarantee as the sole basis for determining revenues payable to MTA does not need a revenue statement. The MTA will delete 3.2.10, A.5) from the Contract.</p>

26	<p>Will the MTA revise the first sentence of Section 3.4.4.4 of the RFP to read as follows? "The polices will not be canceled, terminated or modified by the contractor in such a way as to bring them out of compliance with the requirements set forth in the Contract."</p>	<p>The MTA will amend Section 3.4.4.4. as follows: "The policies will not be canceled, Terminated or modified by Contractor in such a way as to bring them out of compliance with the liability requirements set forth in this Contract."</p>
27	<p>Section 3.2.1 of the RFP stipulates that the Contractor shall pay MTA on a quarterly basis, per shelter for any electric use. However, of the 210 advertising shelters, 114 are not powered and of the 73 non-advertising shelters 36 are not powered. Attachment L, Section B3m stipulates that "All shelters shall be illuminated be powered by solar panels attached to the shelter. Where solar powered illumination is not feasible, the contractor shall install electric service according to the standards of the local utility. This may include installation of individual meters. Electric service must be below grade and include two conduits. (a) Please confirm whether the illumination requirement pertains to existing inventory? If so, please detail the costs of providing primary power to the shelter(s) and confirm that they will deductible from guaranteed revenue to the MTA as it is with new build-outs as detailed in the RFP. (b) Please confirm whether MTA has all its permits and approvals required for trenching and delivering electrical power to the shelters. If not, will the Contractor be responsible to obtain them? Shall failure to obtain a permit result in a corresponding reduction in the guaranteed revenue owed under the Contract? Will the MTA provide a single point of contact in order to streamline this process and therefore allow for expedited field installation work? Please provide a list and contacts of those specific government agencies which will require approvals, permits and fees. (c) Solar powered shelters with ad-boxes and the ability to harvest the power from the solar cells is affected by shadows caused by trees and adjacent buildings that reduce exposure to the sun. Will the sun. Will the MTA agree to remove the solar power requirement for, at a minimum, the advertising shelters?</p>	<p>a. The electric payment refers to only existing shelters with electricity. The MTA does not expect that existing shelters will be provided with electricity. If the contractor would like to provide electricity to existing shelters MTA will allow costs to be deducted from the to provide electricity to existing shelters MTA will allow costs to be deducted from the minimum guarantee.</p> <p>b. For new shelters the MTA will provide single point of contact for any work necessary.</p> <p>c. The use of solar can be negotiated on a case by case basis with the MTA.</p>

28	<p>Section 3.2.4 of the RFP requires that Contractor to repair and/or replace damaged bus shelters within 48 hours of notice. Would the MTA revise this section to allow the Contractor to repair damage to all shelters of a non-hazardous nature within a reasonable period of time after notice or discovery thereof? We are concerned that some repairs may not be able to be made within 48 hours. Section 24.4 of the Sample Contract requires that the selected Contractor shall obtain, at its expense, all licenses, permits insurance and governmental approvals, if any necessary to the performance of its obligations under this contract. In the event that a permit or approval for removal shall not be granted within 48 hours, will the contractor be excused from complying with the 48-hour removal requirement stipulated in this Section?</p>	<p>3.2.4 This is same provision used in the prior 10 year contract. The MTA would like to keep a base response time. The MTA has always applied reasonableness to this provision. In those cases where delay is due circumstances beyond the contractors control then exceeding this time period may be reviewed and approved by the MTA project manager.</p>
29	<p>Section 4.4.5 of the RFP requires the Bidder to provide the number of shelters, not exceeding the number of shelters in Section 3.1.1B that the Bidder would be willing to construct during the term of the contract. However, the RFP also provides that the number of new shelters is to be negotiated (a) Since the bidder is required to submit the number of new shelters it is prepared to build before any negotiations with the MTA, please confirm that Bidders submission of the proposed new shelters is contingent upon mutual agreement of MTA and the Bidder as to the locations(s) thereof.</p>	<p>The contract allows the contractor to stipulate as to whether they would be willing to participate in the construction of some new shelters. The MTA intends that these new shelters would be negotiated (number, location) on a case by case basis. If the contractor wants to limit the number of new shelters they would consider constructing over the 10 year contract period, they may do that as part of the response because the new shelters are negotiated on a case by case basis, this is probably not necessary.</p>

30	<p>Do the existing bus shelters comply with the design requirements set forth in Attachment L? If not, will Contractor be required to replace or otherwise bring said shelters into conformance with these requirements? Will Contractor be permitted to deduct said costs from revenue to the MTA?</p>		<p>All existing shelters may remain as constructed. If the contractor wishes to change or upgrade any of these shelters the MTA will evaluate, negotiate on a case by case basis. These shelters were constructed under the provisions provided in Attachment L.</p>
31	<p>Sections 5,6 and 7.1 of them Sample Contract is extremely broad and could be read to incorporate such items as the Contractors proprietary information management systems, advertising copy posted on the shelters and other confidential and proprietary information of the Contractor and its clients. We do not believe that Contractors should be required to transfer ownership or interest in it intellectual property, marketing sales or client materials in order to win this contract. Would the MTA agree to delete said Sections?</p>		<p>No.</p>
32	<p>Will the MTA remove the word "sole" from section 10.2 of the Sample Contract? It seems unfair that the contractor would be required to assume liability of the States negligence, which is outside of the Contractor's reasonable control.</p>		<p>No.</p>

33	<p>Will the MTA clarify Sections 10.3 and 10.4 of the Sample Contract to provide that no such obligation will exist unless such suit, claim, or action arises out of or in connection with the negligent acts or omissions or willful misconduct of the MTA, the State or any State Agency?</p>		No.
34	<p>Will MTA amend section 17 of the Sample Contract to provide Contractor with a cure period of 30 days after written notice to Contractor by MTA of a default under the Contract? Will MTA agree to forego terminating the Contract if the Contractor promptly commences and continues to diligently pursue a cure to any alleged default after written notice thereof from MTA? if a cure cannot be reasonably be affected within thirty (30) days, will MTA agree to allow Contractor to continue such cure past thirty (30) days from written notice provided it commences such cure within thirty (30) days from written notice and diligently pursues such cure to completion?</p>		Yes, the MTA can do a cure

35	<p>Will MTA agree to remove Section 18 of the Sample Contract (Termination for Convenience)? Bidders' offers of a guaranteed minimum fee under the contract are predicated on use of the inventory for the full term. In the event that the contract is terminated early without cause, the basis for the amount of fees guaranteed under the contract would be unfairly compromised. Will MTA agree to reimburse Contractor with a pro rata percentage of the guaranteed fees paid under the contract based on the date in which the contract is terminated? By way of example, if MTA terminated the contract after one year of the 5-year term, Contractor would be deprived of 80% of the value of its contract. In the event, will MTA agree to reimburse Contractor for 60% of all the fees already paid to MTA as of the termination date?</p>	No. Required by State law.
36	<p>Will MTA amend section 27 of the Sample Contract to permit the Contractor to assign the Contract to any entity controlling, controlled by or under common control with Contractor or to any entity that acquires a majority of Contractor's assets?</p>	No. The MTA usually agrees to an assignment, send document for the MTA's review and signature

37	<p>Will MTA amend Section 28 to limit Contractor's liability to the extent that any suit, claim, or action arises out of or in connection with the negligent acts or omissions or will full misconduct of the MTA, the State or any State agency? Will MTA further clarify that Contractor shall not be liable for any incidental or consequential damages whether foreseeable or not, occasioned by any breach of any obligation under these terms and conditions for any cause whatsoever, whether based on negligence or otherwise?</p>	<p>This section can be amended. The contractor however, must indemnify the MTA/State for the contractors own negligence and willful misconduct, including negligence and willful misconduct of its subcontractors. MTA will impose liability for any incidental or consequential damages</p>
38	<p>Will the State agree to remove Section 35 of the Sample Contract? It would seem that any damage to the State's would be readily ascertainable and that these amounts are more in the nature of a penalty and would not be enforceable.</p>	<p>No.</p>
39	<p>Please con confirm that MBE participation shall be viewed as a percent of controllable expenses as opposed to a percent of the overall contract amount. This is customary industry practice.</p>	<p>MBE/ DBE goals are based upon a percentage of the contractors expenses incurred.</p>
40	<p>Will the MTA agree to extend the proposal due date until March 12, 2014?</p>	<p>Proposal will be extended to June 5, 2014</p>



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
Procurement Division, 7th Floor
6 Saint Paul Street
Baltimore, Maryland 21202-1614

SUBJECT: **Addendum No. 6**
Contract No. MTA-1410
Bus Shelter Advertisement, Maintenance and Installation Services

DATE: May 19, 2014

Enclosed and effective this date is Addendum No.6 to the subject contract. **This Addendum changes the Bid Due date to June 5, 2014 at 2:00pm, 6 St. Paul Street, 7th Floor, Conference Room #731, Baltimore, MD 21202.**

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, CPPB
Procurement Officer

Acknowledgement of receipt of Addendum No.6 to Solicitation MTA-1410

Vendor Name: _____

Authorized Representative's Signature

Date



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
Procurement Division, 7th Floor
6 Saint Paul Street
Baltimore, Maryland 21202-1614

SUBJECT: **Addendum No. 5**
Contract No. MTA-1410
Bus Shelter Advertisement, Maintenance and Installation Services

DATE: May 9, 2014

Enclosed and effective this date is Addendum No.5 to the subject contract. **This Addendum changes the Bid Due date to Wednesday, May 21, 2014 at 2:00pm, 6 St. Paul Street, 7th Floor, Conference Room #742, Baltimore, MD 21202.**

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, EPPB
Procurement Officer

Acknowledgement of receipt of Addendum No.5 to Solicitation MTA-1410

Vendor Name: _____

Authorized Representative's Signature

Date



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
Procurement Division, 7th Floor
6 Saint Paul Street
Baltimore, Maryland 21202-1614

SUBJECT: **Addendum No. 4**
Contract No. MTA-1410
Bus Shelter Advertising, Maintenance and Installation Services

DATE: April 28, 2014

Enclosed and effective this date is Addendum No.4 to the subject contract. This Addendum reflects changes made to the subject contract as follow:

Bid Opening date changed to May 14, 2014, 2:00PM (Local Time)
Maryland Transit Administration
6 St. Paul Street, 7th Floor-Conference Room #742
Baltimore, MD 21202

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, CPPB
Procurement Officer

Acknowledgement of receipt of Addendum No.4 to Solicitation MTA-1410

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

TO: All Planholders
FROM: Maryland Transit Administration
SUBJECT: **ADDENDUM NO. 3**
Contract No.: MTA-1410
Bus Shelter Advertising, Maintenance and Installation Services
DATE: April 5, 2014

Enclosed and effective this date is Addendum No. 3 to the subject contract. This addendum reflects changes made to the solicitation as follows:

- **Due date has been changed to April 30 2014 at 2:00pm.**

A conformed copy of the revised specification will be available on our website at www.mta.maryland.gov/procurement.

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

All other terms and conditions remain unchanged.

Sincerely,

Lisa Dunlap, CPPB
MTA Procurement Officer

Acknowledgement of receipt of ADDENDUM # 2 to Solicitation #MTA-1410

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

March 11, 2014

TO ALL POTENTIAL BIDDERS OF THE CONTRACT DOCUMENTS:

Addendum No.2

RE: Contract No.: MTA – 1410
Bus Shelter Advertising, Maintenance and Installation 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. or fax at 410-333-4810.

Very truly yours,

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

Enclosures

Contract No. MTA - 1410

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

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

March 11, 2014

TO ALL POTENTIAL BIDDERS OF THE CONTRACT DOCUMENTS:

Addendum No. 2

Re: Contract No.: MTA – 1410
Bus Shelter Advertising, Maintenance and Installation Services

To Whom It May Concern:

- The bids are due on April 16, 2014 at 2:00 PM.

Very truly yours,

A handwritten signature in blue ink, appearing to read "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

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

February 21, 2014

TO ALL POTENTIAL BIDDERS OF THE CONTRACT DOCUMENTS:

Addendum No.1

RE: Contract No.: MTA – 1410
Bus Shelter Advertising, Maintenance and Installation 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. or fax at 410-333-4810.

Very truly yours,

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

Enclosures

Contract No. MTA - 1410

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

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 21, 2014

TO ALL POTENTIAL BIDDERS OF THE CONTRACT DOCUMENTS:

Addendum No. 1

Re: Contract No.: MTA – 1410
Bus Shelter Advertising, Maintenance and Installation Services

To Whom It May Concern:

- The bids are due on March 12, 2014 at 2:00 PM.

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.



STATE OF MARYLAND
MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION
INVITATION FOR BIDS (IFB)

SOLICITATION NO. MTA-1410

Bus Shelter Advertising, Maintenance and Installation Services

Issue Date: January 22, 2014

NOTICE

A Prospective Bidder that has received this document from the Maryland Transit Administration's (MTA) website or <https://emaryland.buyspeed.com/bso/>, or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this IFB, should immediately contact the Procurement Officer and provide the Prospective Bidder's name and mailing address so that addenda to the IFB or other communications can be sent to the Prospective Bidder.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

**STATE OF MARYLAND
NOTICE TO VENDORS**

In order to help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this Contract, please email or fax this completed form to the attention of the Procurement Officer (see the Key Information Sheet below for contact information).

**Title: Bus Shelter Advertising, Maintenance and Installation Services
Solicitation No: MTA-1410**

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the solicitation is not something we ordinarily provide.
- We are inexperienced in the work/commodities required.
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- The scope of work is beyond our present capacity.
- Doing business with the State of Maryland is simply too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of the Bid/Proposal is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- MBE or VSBE requirements are not attainable or realistic. (Explain in REMARKS section.)
- Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- Payment schedule too slow.
- Other: _____

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS: _____

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

E-mail Address: _____

**If you have chosen not to submit a bid on this procurement, please fax this completed form to:
(410)-333-4810 (Attention: Lisa Dunlap).**

Thank you

**STATE OF MARYLAND
MARYLAND TRANSIT ADMINISTRATION
IFB KEY INFORMATION SUMMARY SHEET**

Invitation for Bids: Bus Shelter Advertising, Maintenance and Installation Services

Solicitation Number: MTA-1410

IFB Issue Date: January 22, 2014

IFB Issuing Office: MD Department of Transportation
Maryland Transit Administration

Procurement Officer: Lisa Dunlap
Contracts Administration Division
6 St. Paul, 7th Floor
Baltimore, MD 21202
Phone: (410) 767-3360
Fax: (410) 333-4810
Email: LDunlap2@mta.maryland.gov

Bids are to be sent to: Maryland Transit Administration
Contracts Administration Division
6 St. Paul, 7th Floor
Baltimore, MD 21202
Attention: Lisa Dunlap

Pre-Bid Conference: January 29, 2014 at 10:00 am Local Time
Maryland Transit Administration
Contracts Administration Division
6 St. Paul, 7th Floor, Rooms 731-732
Baltimore, MD 21202

Public Bid Opening: June 5, 2014 at 2:00 pm Local Time
Maryland Transit Administration
Contracts Administration Division
6 St. Paul, 7th Floor, Rooms 731
Baltimore, MD 21202

MBE Subcontracting Goal: 10 %

VSBE Subcontracting Goal: 0%

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1** The Maryland Transit Administration (MTA or the Department) is issuing this Invitation for Bids (IFB) to seek a contractor to assume operation of an existing Bus Shelter Advertising Program in Baltimore City, Baltimore County, and Anne Arundel County and other jurisdictions as applicable. Through the Bus Shelter Advertising Program, the Contractor will manage advertising at the certain bus shelters identified in Attachment K. The selected contractor will also assume maintenance of existing advertising and non-advertising shelters. The list of advertising and non-advertising shelters can be found in Attachment K. MTA also desires that new shelters be constructed and installed. The number of shelters will be based on the revenue generated. Participation in the construction of some new shelters is not mandatory. Prospective bidders may select to participate in the construction of the shelters. The MTA will deduct, on a time and materials basis, all shelter construction costs from the revenue provided to MTA. Shelter construction will be based upon the revenue provided to MTA.
- 1.1.2** It is the State's intention to obtain services, as specified in this IFB, from a Contract between the selected Bidder and the State. The anticipated duration of services to be provided under this Contract is 10 years. See Section 1.4 for more information.
- 1.1.3** The Department intends to make a single award as a result of this IFB.
- 1.1.4** Bidders, either directly or through their subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

1.2 Abbreviations and Definitions

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

- a. **Bid** – A statement of price offered by a Bidder in response to an IFB.
- b. **Bidder** – An entity that submits a Bid in response to this IFB.
- c. **Business Day(s)** – The official Working Days of the week to include Monday through Friday. Official Working Days exclude State Holidays (see definition of “Normal State Business Hours” below).
- d. **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us.
- e. **Contract** – The Contract awarded to the successful Bidder pursuant to this IFB. The Contract will be in the form of **Attachment A**.
- f. **Contract Award Date** – The date the contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. See Section 1.4.
- g. **Contract Commencement Date** - The start date of performance.
- h. **Contractor** – The selected Bidder that is awarded a Contract by the State.

- i. **Department or MTA** – Maryland Transit Administration.
- j. **eMM** – eMaryland Marketplace (see IFB Section 1.8).
- k. **Invitation for Bids (IFB)** – This Invitation for Bids solicitation issued by the MTA, Solicitation Number MTA-1410 dated September 30, 2013, including any addenda.
- l. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- m. **Minority Business Enterprise (MBE)** – Any legal entity certified as defined at COMAR 21.01.02.01B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- n. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- o. **Notice to Proceed (NTP)** – A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date. The start date listed in the NTP is the Contract Commencement Date, and is the official start date of the Contract for the actual delivery of services as described in this solicitation. After Contract Commencement, additional NTPs may be issued by either the Procurement Officer or the Department Contract Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- p. **Procurement Officer** – The State representative for the resulting Contract. The Procurement Officer is responsible for the Contract and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
- q. **State** – The State of Maryland.
- r. **Total Bid Price** - The Bidder’s total price for services in response to this solicitation, included in the Bid in Attachment F – Bid Form, and used in determining the recommended awardee (see IFB Section 1.15).
- s. **Veteran-owned Small Business Enterprise (VSBE)** – a business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- t. **Working Day(s)** – Same as “Business Day(s).”

1.3 Contract Type

The Contract resulting from this solicitation shall be a firm fixed price as defined in COMAR 21.06.02.

1.4 Contract Duration

1.4.1 The Contract that results from this solicitation shall commence as of the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required (“Contract Award Date”).

- 1.4.2 During the Start-up Period the Contractor shall perform start-up activities such as are necessary to enable the Contractor to begin the successful performance of Contract activities as of the Contract Commencement Date. No compensation will be paid to the Contractor for any activities it performs during the Start-up Period.
- 1.4.3 As of the Contract Commencement Date as contained in a Notice to Proceed (see Section 1.2 definition), the Contractor shall perform all activities required by the Contract, including the requirements of this solicitation, for the compensation described in its Bid.
- 1.4.4 The duration of the Contract will be for the period of time from Contract Commencement Date plus 10 years for the provision of all services required by the Contract and the requirements of this solicitation.
- 1.4.5 The Contractor's obligations to pay invoices to subcontractors that provided services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract (see Attachment A) shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.

1.5 Procurement Officer

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

Lisa Dunlap
Procurement Officer
Contracts Administration Division
6 St. Paul Street, 7th Floor
Baltimore, MD 21202
Phone Number: (410) 767-3360
Fax Number: (410) 333-4810
E-mail: LDunlap2@mta.maryland.gov

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

1.6 Pre-Bid Conference

A Pre-Bid Conference (the Conference) will be held on **January 29, 2014**, beginning at **10:00 am** Local Time, at **6 St. Paul Street, 7th Floor, Rooms 731-732, Baltimore, MD 21202**. All prospective Bidders are encouraged to attend in order to facilitate better preparation of their Bids.

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

In order to assure adequate seating and other accommodations at the Conference, please e-mail, mail, or fax to (410) 333-4810 the Pre-Bid Conference Response Form to the attention of the Procurement Officer no later than 4:00 p.m. Local Time on **January 25, 2014**. The Pre-Bid Conference Response Form is included as **Attachment E** to this IFB. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the Procurement Officer no later than **January 25, 2014**. The Department will make a reasonable effort to provide such special accommodation.

1.7 eMaryland Marketplace

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

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

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

1.8 Questions

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

Questions will also be accepted subsequent to the Conference and should be submitted to the Procurement Officer (see above email address) in a timely manner prior to the Bid due date. Questions should be submitted by **February 12, 2014 by 2:00 pm**. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Bid due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors that are known to have received a copy of the IFB in sufficient time for the answer to be taken into consideration in the Bid.

1.9 Procurement Method

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

1.10 Bids Due (Closing) Date and Time

Bids, in the number and form set forth in Section 4.4 "Required Bid Submissions," must be received by the Procurement Officer at the address listed on the Key Information Summary Sheet, no later than **2:00 pm Local Time on June 5, 2014** in order to be considered.

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

Bids may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set for the opening.

Bids may not be submitted by e-mail or facsimile.

Vendors not responding to this solicitation are requested to submit the "Notice to Vendors" form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements, etc.). This form is located in the IFB immediately following the Title Page (page ii).

1.11 Multiple or Alternate Bids

Multiple and/or alternate Bids will not be accepted.

1.12 Receipt, Opening and Recording of Bids

1.12.1 Receipt. Upon receipt, each Bid and any timely modification(s) to a Bid shall be stored in a secure place until the time and date set for bid opening. Before Bid opening, the State may not disclose the identity of any Bidder.

1.12.2 Opening and Recording. Bids and timely modifications to Bids shall be opened publicly, at the time, date and place designated in the IFB. The name of each Bidder, the total Bid price, and such other information as is deemed appropriate shall be read aloud or otherwise made available.

1.12.3 The Bid Opening shall **June 5, 2014, at 2:00 pm at 6 St. Paul Street, 7th Floor, Rooms 731, Baltimore, MD 21202.**

1.13 Confidentiality of Bids

The Bids shall be tabulated or a Bid abstract made. The opened Bids shall be available for public inspection at a reasonable time after Bid opening, but, in any case before contract award, except to the extent the Bidder designates trade secrets or other proprietary data to be confidential as set forth in this solicitation. Material so designated as confidential shall accompany the Bid and shall be readily separable from the Bid in order to facilitate public inspection of the non-confidential portion of the Bid, including the Total Bid Price.

For requests for information made under the Public Information Act (PIA), the Procurement Officer shall examine the Bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. Nondisclosure is permissible only if approved by the Office of the Attorney General.

1.14 Award Basis

The Contract shall be awarded to the responsible Bidder submitting a responsive Bid with the most favorable Total Bid Price (as referenced in COMAR 21.05.02.13) for providing the goods and services as specified in this IFB. The most favorable Total Bid Price will be the lowest price total on **Attachment F** - Bid Form.

1.15 Tie Bids

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

1.16 Duration of Bid

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

1.17 Revisions to the IFB

If it becomes necessary to revise this IFB before the due date for Bids, the Department shall endeavor to provide addenda to all prospective Bidders that were sent this IFB or which are otherwise known by the Procurement Officer to have obtained this IFB. In addition, addenda to the IFB will be posted on the Department's procurement web page and through eMM. It remains the responsibility of all prospective Bidders to check all applicable websites for any addenda issued prior to the submission of Bids.

Acknowledgment of the receipt of all addenda to this IFB issued before the Bid due date shall be included in the Transmittal Letter accompanying the Bidder's Bid. Failure to acknowledge receipt of an addendum does not relieve the Bidder from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Bid to be rejected as being non-responsive to the requirements of the IFB.

1.18 Cancellations

The State reserves the right to cancel this IFB, or accept or reject any and all Bids, in whole or in part, received in response to this IFB.

1.19 Incurred Expenses

The State will not be responsible for any costs incurred by any Bidder in preparing and submitting a Bid or in performing any other activities related to this solicitation.

1.20 Protest/Disputes

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

1.21 Bidder Responsibilities

The selected Bidder shall be responsible for rendering services for which it has been selected as required by this IFB. All subcontractors shall be identified and a complete description of their role relative to the Bid shall be included in the Bidder's Bid. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) of this IFB (see Section 1.32 "Minority Business Enterprise Goals" and Section 1.33 "Veteran-Owned Small Business Enterprise Goals.").

If a Bidder that seeks to perform or provide the services required by this IFB is the subsidiary of another entity, all information submitted by the Bidder, such as but not limited to, references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary.

1.22 Substitution of Personnel

If the solicitation requires that a particular individual or personnel be designated by the Bidder to work on the Contract, any substitution of personnel after the Contract has commenced must be approved in writing by the Contract Monitor prior to the substitution. If the Contractor substitutes personnel without the prior written approval of the Contract Monitor, the Contract may be terminated for default which shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.

1.23 Mandatory Contractual Terms

By submitting a Bid in response to this IFB, a Bidder, if selected for award, shall be deemed to have accepted the terms and conditions of this IFB and the Contract, attached herein as **Attachment A**. Any exceptions to this IFB or the Contract must be raised prior to Bid submission. **Changes to the solicitation, including the Bid Form or Contract, made by the Bidder may result in Bid rejection.**

1.24 Bid/Proposal Affidavit

A Bid submitted by a Bidder must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as **Attachment B** of this IFB.

1.25 Contract Affidavit

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete a Contract Affidavit. A copy of this Affidavit is included as **Attachment C** of this IFB. This Affidavit must be provided within ten (10) Business Days of notification of proposed Contract award. This Contract Affidavit will also be required to be completed by the Contractor prior to any Contract renewals, including the exercise of any options or modifications that may extend the Contract term.

1.26 Compliance with Laws/Arrearages

By submitting a Bid in response to this IFB, the Bidder, if selected for award, agrees that it will comply with all Federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Bidder represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for Contract award.

Any company incorporated outside of Maryland is considered a “foreign” company.

1.27 Verification of Registration and Tax Payment

Before a business entity can do business in the State it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The SDAT website is <http://www.dat.state.md.us/sdatweb/services.html> .

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 SDAT shall disqualify an otherwise successful Bidder from final consideration and recommendation for Contract award.

1.28 False Statements

Bidders are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

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

- (a) Falsify, conceal, or suppress a material fact by any scheme or device;
- (b) Make a false or fraudulent statement or representation of a material fact; or
- (c) Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

1.28.2 A person may not aid or conspire with another person to commit an act under subsection (1) of this section.

1.28.3 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 five years or both.

1.29 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$100,000. The selected Bidder/Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. 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, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:

http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf

1.30 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor must comply with the prompt payment requirements outlined in the Contract, Section 30 "Prompt Payment" (see **Attachment A**). Additional information is available on GOMA's website at:

http://goma.maryland.gov/Legislation%20Docs/PROMPTPAYMENTFAQs_000.pdf

1.31 Electronic Procurements Authorized

- A. Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- B. Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Bidder/Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or the Contract for protests.
- C. "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes

facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bs/>), and electronic data interchange.

D. In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.329 "Payments by Electronic Funds Transfer") and subject to the exclusions noted in section E of this section, the following transactions are authorized to be conducted by electronic means on the terms described:

1. The Procurement Officer may conduct the procurement using eMM, e-mail, or facsimile to issue:
 - (a) the solicitation (e.g., the IFB/RFP);
 - (b) any amendments;
 - (c) pre-Bid/Proposal conference documents;
 - (d) questions and responses;
 - (e) communications regarding the solicitation or Bid/Proposal to any Bidder/Officer or potential Bidder/Officer;
 - (f) notices of award selection or non-selection; and
 - (g) the Procurement Officer's decision on any Bid protest or Contract claim.
2. A Bidder/Officer or potential Bidder/Officer may use e-mail or facsimile to:
 - (a) ask questions regarding the solicitation;
 - (b) reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
 - (c) submit a "No Bid/Proposal Response" to the solicitation.
3. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section E of this subsection utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Monitor.

E. The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:

1. submission of initial Bids or Proposals;
2. filing of Bid Protests;
3. filing of Contract Claims;
4. submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications, etc.); or
5. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder/Officer be provided in writing or hard copy.

F. Any facsimile or e-mail transmission is only authorized to the facsimile numbers or e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

1.32 Minority Business Enterprise Goal and Subgoals

1.32.1 Establishment of Goal and Subgoals.

An overall MBE subcontractor participation goal of **10%** of the total contract dollar amount has been established for this procurement.

- 1.32.2 **Attachment D** – Minority Business Enterprise participation, instructions, and forms are provided to assist Bidders/Offerors. A Bidder/Offeror must include with its Bid/Proposal a completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-MDOT MBE Form A**) whereby:
- (a) The Bidder/Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
 - (b) The Bidder/Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Bid/Proposal submission. The Bidder/Offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE participation schedule.

If a Bidder/Offeror fails to submit a completed Attachment D-1 with the Bid/Proposal as required, the Procurement Officer shall determine that the Bid is non-responsive or the Proposal is not reasonably susceptible of being selected for award.

- 1.32.3 Bidders/Offerors are responsible for verifying that each of the MBE(s) selected to meet the goal and any subgoals and subsequently identified in **Attachment D- MDOT MBE Form B** is appropriately certified and has the correct NAICS codes allowing it to perform the intended work.
- 1.32.4 Within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Bidder/Offeror must provide the following documentation to the Procurement Officer.
- (a) Outreach Efforts Compliance Statement (**Attachment D-MDOT MBE Form C**).
 - (b) Subcontractor Project Participation Certification (**Attachment D-MDOT MBE Form D**).
 - (c) If the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.
 - (d) Any other documentation required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.

If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for Contract award.

- 1.32.5 A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://www.mdot.state.md.us>. The most current and up-to-date information on MBEs is available via this website. **Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.**
- 1.32.6 The Contractor, once awarded a Contract, will be responsible for submitting or requiring its subcontractor(s) to submit the following forms to provide the State with ongoing monitoring of MBE Participation:
- (a) **Attachment D-1** (MBE Participation Prime Contract Paid/Unpaid MBE Invoice Report).
 - (b) **Attachment D-2** (MBE Participation Subcontractor/Contractor Unpaid MBE Invoice Report).

1.32.7 A Bidder/Offeror requesting a waiver of the goal or any of the applicable subgoals will be responsible for submitting the following form if applicable within ten (10) Business Days of recommendation for award and all documentation as required in **COMAR 21.11.03.11 - Waiver**:

(a) **Attachment D-3** (MBE Minority Contractor Unavailability Certificate).

1.32.8 All documents, including **Attachment D**, completed and submitted by the Bidder/Offeror in connection with its certified MBE participation commitment shall be considered to be a part of the resulting Contract and are hereby expressly incorporated into reference thereto. All of the referenced documents will be considered a part of the Bid/Proposal for order of precedence purposes (see **Attachment A**, § 2.1).

1.32.9 The Bidder/Offeror is advised that liquidated damages may apply in the event the Contractor fails to comply in good faith with the provisions of the MBE program and pertinent Contract provisions. (See **Attachment A**, §35).

1.33 Veteran-Owned Small Business Enterprise Goals

There is no Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal for this procurement.

1.34 Performance Guarantees

There are no performance guarantees required for this contract.

1.35 Living Wage Requirements

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Md. Code Ann., State Finance and Procurement Article, Title18. Additional information regarding the State's living wage requirement is contained in **Attachment G**. Bidders/Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment G-1**) with their Bid/Proposal. If a Bidder/Offeror fails to complete and submit the required documentation, the State may determine a Bidder/Offeror to be not responsible under State law.

Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. 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) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located.

The Contract resulting from this solicitation will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Bidder/Offeror must identify in its Bid/Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.

- If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
- If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.

- If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, this Contract will be determined to be a Tier 1 Contract.

Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.

NOTE: Whereas the Living Wage may change annually, the Contract price may not be changed because of a Living Wage change.

1.36 Federal Funding Acknowledgement

This Contract does not contain Federal funds.

1.37 Conflict of Interest Affidavit and Disclosure

Bidders/Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with their Bid/Proposal. All Bidders/Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Contractor's personnel who perform or control work under this Contract and each of the participating subcontractor personnel who perform or control work under this Contract shall be required to complete agreements substantially similar to **Attachment H** Conflict of Interest Affidavit and Disclosure. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

1.38 Non-Disclosure Agreement

A Non-Disclosure Agreement is not required for this procurement.

1.39 Non-visual Access

This solicitation does not contain Information Technology (IT) provisions requiring Nonvisual Access.

1.40 Mercury and Products that Contain Mercury

This solicitation does not include the procurement of products known to likely include mercury as a component.

1.41 Conflict Minerals Notice

Bidders/Offerors are advised that Md. Ann. Code, State Finance and Procurement Article, § 14-413 provides as follows:

- (a) (1) In this section the following words have the meanings indicated.
- (2) (i) "Conflict mineral" means a mineral or mineral derivative determined under federal law to be financing human conflict.
- (ii) "Conflict mineral" includes columbite-tantalite (coltan), cassiterite, gold, wolframite, or derivatives of these minerals.
- (3) "Noncompliant person" means a person:

- (i) that is required to disclose under federal law information relating to conflict minerals that originated in the Democratic Republic of the Congo or its neighboring countries; and
- (ii) for which the disclosure is not filed, is considered under federal law to be an unreliable determination, or contains false information.

(b) A unit may not knowingly procure supplies or services from a noncompliant person.

By submitting a response to this solicitation, the Bidder/Offeror represents that it is in compliance with the disclosure requirements related to conflict minerals, as set forth in § 14-413 of the State Finance and Procurement Article.

1.42 Investment Activities in Iran

The Bidder/Offeror is required to complete the Investment Activities in Iran Certification. A copy of this Certification is included as **Attachment I**. The Certification must be provided with the Bid/Proposal.

1.43 Location of the Performance of Services Disclosure

This solicitation does not require a Location of the Performance of Services Disclosure.

1.44 Department of Human Resources (DHR) Hiring Agreement

All Bidders/Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder/Offeror will be required to complete a DHR Hiring Agreement. A copy of this Affidavit is included as **Attachment J**. This Affidavit must be provided within ten (10) Business Days of notification of proposed Contract award.

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SECTION 2 – MINIMUM QUALIFICATIONS

2.1 Bidder Minimum Qualifications

The Bidder must provide proof with its Bid that the following Minimum Qualifications have been met:

- 2.1.1 The Bidder must have at least 3 years experience in selling advertising and maintaining transit shelters. As proof of meeting this requirement, the Bidder shall provide with its Bid three references from the past five years who can attest to the Bidder's experience.
- 2.1.2 The Bidder must have held and managed more than one bus shelter advertising contract within the past 5 years.

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SECTION 3 – SPECIFICATIONS

3.1 Background and Purpose

3.1.1 Description

- A. The State is issuing this solicitation to seek a Contractor to maintain and operate existing bus shelters as provided in Attachment K, for bus patrons in the Baltimore Metropolitan Region. Unless otherwise noted, the Contractor shall be responsible for all costs incurred as part of the work specified in this Section 3. The revenues generated through the advertising efforts will be used to offset the cost of maintaining the identified shelters.
- B. MTA desires that a limited number of new shelters may be installed by the Contractor. The number of new shelters will be determined by the amount of revenue provided. Participation in new shelter construction is not mandatory. If a Contractor elects to participate, the shelter acquisition and construction costs, based on a time and materials basis, will be deducted from the revenue payable to MTA. The number of newly constructed shelters and locations will be mutually agreed upon between the Contractor and MTA.
- C. Contractor shall maintain **283** bus shelters of which **210** will be used for advertising.

3.2 Specification - Requirements

3.2.1 Scope of Services

- A. The Contractor shall provide and maintain a sales organization with the expertise, integrity, experience and business relationships of sufficient scope to attract and maintain local, regional, national advertising for display in MTA's bus shelters.
- B. To furnish all labor, management, supervision, structures, hardware, materials, equipment, and services necessary and incidental to operating and maintaining shelters.
- C. The Contractor shall pay MTA on a quarterly basis, per shelter for any electric use. The cost shall be based upon sampling and assessment or metering. MTA will pay BG&E for electric usage. The Contractor payments to MTA for electric usage shall be submitted within 30 days after MTA submits a quarterly electricity invoice to the Contractor.
- D. At the termination or expiration of the Contract Term, the MTA shall take title (ownership) to the Advertising and Non-advertising shelters installed by the Contractor. At the end of the 10 year Contract term, all shelters constructed under the Contract will become property of the MTA with no remaining rights for the selected Contractor.
- E. MTA and the Contractor, based upon mutually agreed upon locations, may construct additional shelters. The MTA based upon a time and materials basis shall deduct such costs from the quarterly revenues generated payable to the MTA. Attachment L provides a detailed list and location of possible shelter locations that MTA has evaluated for physical suitability.

- F. There shall be no reimbursement due to Contractor's default, as set forth herein. That is, in the event the Contractor defaults on the Contract during the term, and the Contract is subsequently terminated as a result thereof, and the remainder of the depreciated period is not yet completed, the Contractor shall immediately transfer title (ownership) of all shelters and all improvements to the MTA.
- G. The Contractor shall be responsible for maintaining the shelters.
- H. The Contractor shall pay the MTA, on a quarterly basis an agreed upon amount which would be the minimum guarantee. This information shall be provided with the proposal.

3.2.2 General Requirements

The Contractor shall have the exclusive right to sell print advertising on transit shelters. In exchange, the Contractor will be responsible for the following:

- A. Assume maintenance of existing advertising shelters and non-advertising shelters currently under contract.
- B. Pay to the MTA a minimum guarantee as provided by the Contractor. The minimum guarantee will be for each advertising shelter per month.
- C. The contractor will construct the new shelters as indicated in the New Shelter Participation as per 4.4.5.

3.2.3 Advertising

- A. All advertising copy shall be in good taste, professionally developed, and presented in such a manner as to be inoffensive to the general public and be of such high caliber as to contribute to the MTA as prestigious location for commercial advertising.
- B. The MTA reserves the right to pre-approve any and all advertising prior to placement.
- C. The Contractor shall provide to the MTA Marketing Division current copies of all of its latest contracts that the Contractor may enter into during the course of the Bus Shelter Program, including trade/ barter contracts, as related to this contract.
- D. The Contractor shall establish and publish all advertising rates and shall send an updated copies of rates to the MTA Marketing Division.
- E. Advertising Content. The Contractor shall adhere to all MTA and local jurisdictions' policies and restrictions regarding advertising standards and subject matter and comply with MTA's high standards of good taste and aesthetics in keeping with its Advertising Standards Compliance Statement as submitted per 4.4.6.
- F. Contractor shall not allow ADVERTISING FOR ALCOHOL OR TOBACCO PRODUCTS OR FOR COMPANIES OTHERWISE KNOWN to sell ALCOHOL OR TOBACCO PRODUCTS.

- G. The Contractor shall provide at least 5% of its advertising inventory to MTA for promotion, public service messages, and MTA partnership ads. The Contractor shall be responsible for the costs associated with installing such advertisements upon bus shelters. The Contractor shall not be responsible for the costs associated with the preparation of such ads.
- H. Removal of Dated Material-The Contractor shall promptly remove dated advertising copy at a maximum of one month after the date cited in the advertisement. All old advertising copy shall be completely and cleanly removed prior to posting of new materials.
- I. Information Displays. The Contractor shall provide on shelter information display panels that the MTA or local jurisdiction can use for posting information (e.g., system map cases). These displays shall not count towards 5% MTA promotion space referenced in 3.2.3 F.
- J. Advertising Arrangements. The Contractor will be responsible for marketing of advertising services, preparation of advertising, and payment for advertising posters and displays. The Contractor shall be responsible for posting and maintaining all advertising signs in good condition at all times, including those referenced in 3.2.3 F. The Contractor likewise shall be responsible for the maintenance of the information display panels located at each bus shelter.
- K. Advertising Standards. Advertising is not to be displayed which:
 - 1) Is misleading, false, deceptive, or libelous;
 - 2) Is sexually explicit, obscene, or deemed materially harmful to minors;
 - 3) Favorably depicts violence, illegal activity and/or antisocial behavior;
 - 4) Display advertising for alcohol or tobacco products;
 - 5) Relates to illegal activities;
 - 6) Holds individuals or groups of people to public ridicule, derision, or embarrassment; or
 - 7) Include language that is obscene, vulgar, profane, or scatological;
 - 8) Is not allowed under Maryland or local statute or regulation.

3.2.4 Shelter Maintenance and Repairs

- A. The Contractor shall repair, replace, and maintain all bus shelter components, including all components that may be damaged due to weather, vandalism, vehicles, etc.
- B. The Contractor shall furnish all labor, hardware, management, materials, equipment, and services necessary to perform installation, operation, processing, and maintenance of the Bus Shelter Program, and shall keep all bus shelters in a safe, attractive, and “like new” condition during the entire term of the Contract.
- C. Each shelter and the 10-foot radius around it shall be competently cleaned at least once per week.
- D. Maintenance shall include, but is not limited to:
 - 1) continuous removal of graffiti and stickers;
 - 2) repairs to paving surfaces within and immediately adjacent to the bus shelters;
 - 3) abatement of weeds;
 - 4) removal of all trash, litter, feces, and debris;
 - 5) replacement of broken components;

- 6) continuous removal of ice and snow including a path to the bus boarding location;
 - 7) repairs to all electrical components including lighting fixtures, wires, ballasts, and bulbs; and
 - 8) repairs to benches, side-panels and supports.
- E. The Contractor shall provide any needed maintenance activities at specific locations within 48 hours if requested by the MTA in response to citizen complaints or field observation.
 - F. The Contractor shall replace or repair any damaged shelter(s) within 48 hours upon notification by MTA.
 - G. Existing bus shelters that currently have trash receptacles will be maintained by the Contractor. Complaints of overflowing trash receptacles shall be addressed by the Contractor within 48 hours after the Contractor receives the complaint. If future shelters are constructed, MTA and the Contractor shall mutually agree upon whether they will have trash containers.
 - H. The Contractor shall respond to requests from the MTA to correct any emergency conditions including replacement of broken panels and components, such as those conditions which present hazards to persons or property, within four (4) hours of notification from MTA when MTA determines that the situation constitutes an emergency.
 - I. Should the Contractor fail to maintain, repair, or on a rare occasion to relocate a bus shelter within the time periods specified, MTA may at its discretion perform the necessary services itself and bill the Contractor accordingly.
 - J. Repeated instances of unsatisfactory performance could result in termination of contract for default.
 - K. Complaints from the Public
 - 1) Each bus shelter shall contain a conspicuously-displayed sign containing a bus unique identification number, the Contractor's name, and telephone numbers where the public can call the Contractor to report problems or complaints pertaining to the bus shelter.
 - 2) The Contractor shall maintain a daily log of these complaints outlining the nature of the request, time, day, bus shelter identification number, name and means of contacting the caller, action taken, and by whom.
 - 3) The logs will be made available for MTA inspection for the duration of the Contract.
 - L. Should a bus shelter be destroyed, Contractor shall replace it.

3.2.5 Shelter Replacement, Relocation, and Removal

- A. The MTA shall have the right to require, at the Contractor's sole cost, removal, relocation, or replacement of shelters due to safety considerations, street or utility construction, or discontinuance of MTA bus service.
- B. The Contractor may, with the permission of the MTA, remove or relocate bus shelters for reasons including, but not limited to, excessive vandalism, community requests, or development of adjoining properties, provided documentation has been developed and maintained that justifies the request.

- C. Upon permanent removal of a bus shelter, the Contractor shall restore the area to its original condition (the condition when the shelter was originally constructed) prior to bus shelter installation subject to local jurisdiction inspection and approval.
- D. Credits for revenue received by the MTA from a bus shelter that is removed shall be pro-rated.
- E. The Contractor will be required to replace or restore severely vandalized shelters twice. After that, the Contractor and MTA will agree on a replacement plan.

3.2.6 Shelter Count Summary

- A. Contractor shall maintain 283 bus shelters of which 210 will be used for advertising.
- B. Refer to Attachment K for listing of bus shelter types and locations.

3.2.7 New Shelters

- A. MTA would like to provide some number of new bus shelters during the contract period. The number of shelters will be decided between the MTA and the contractor as it is dependent on the amount of revenue generated.
- B. The cost of providing the shelters will be deducted from the revenue the Contractor pays to MTA. The cost will be based on time and materials.
- C. Bus shelter locations shall be mutually agreed upon between MTA and Contractor.
- D. Attachment L and M more fully describe the bus shelter design and construction standards. At times designated by MTA and upon it's the request, the Contractor must build bus shelters not exceeding the number of shelters the Contractor indicated it would build in its Statement of Participation submitted as per Section 4.4.6. The Contractor must build the bus shelters to the design specifications and construction standards delineated in Attachment L.

3.2.8 Contractor's Office

- A. The Contractor's office shall be the repository for the books of account and records required under this Contract, and shall be the place where the MTA may serve all notices, directions, orders, and requests.

3.2.9 Payments to the MTA

- A. In consideration of the rights and privileges to be granted to the Contractor by the MTA and in consideration of MTA executing this Contract and granting the rights herein enumerated, the Contractor shall pay to the MTA as compensation therefore and during the term of the Contract a guarantee of the price listed on the bid form submitted in response to this IFB.
- B. The Contractor shall furnish to the MTA, on or before the twentieth (20th) day following each complete calendar quarter during the Term of this Contract payment of the minimum guarantee.

- C. Payments not received within ten (10) days from date due may be assessed an additional one and one quarter percent (1.25%) fee per month late charge until paid. In the event Contractor's past due account is forwarded by the MTA to the State of Maryland Central Collection Unit (CCU), the Contractor will be responsible to pay CCU's standard collection fees in addition to any amounts due to the Administration.
- D. Remittances shall be made to the MTA by electronic fund transfer.

3.2.10 Reporting/Record Keeping Requirements

- A. Quarterly Report: Within ten (10) days after the expiration of each calendar quarter during the term of this Contract and any extension thereof, concurrently with the remittance of payment to the MTA, Contractor shall deliver a detailed summary statement, signed and certified by an authorized representative of the Contractor, of:
 - 1) The Monthly amount due the MTA;
 - 2) A schedule of which advertising shelters are not leased;
 - 3) The name of each contracted Advertiser or Filler;
 - 4) The total occupancy rate of the Advertising Program for the month;
 - 5) A list of all advertising agreements in effect during the preceding month; and
 - 6) Statements not received by the tenth (10th) day following each completed quarter for calendar year during the term of the Contract may be assessed a fifty dollar (\$50.00) per day late charge payable to the MTA.
- B. Annual Report: Within one hundred twenty (120) days after the expiration of each contract year during the term of this Contract and any extension thereof, Contractor shall deliver a detailed financial summary statement which includes a total list of shelters (location, advertising, non-advertising) as well as revenue generated.
- C. Acceptance of Reports and Payments: The acceptance by the MTA of any statement of the Contract or of any payment from the Contractor, shall not be deemed a waiver of the right of MTA to claim additional payment due after a review and inspection of Contractor's books and records.
- D. False Statements: Knowingly furnishing to the MTA false statements will constitute a default of the Contract and the MTA may use any and all available remedies, including but not limited to the option to declare the Contract terminated and exercise such other remedies available at law or herein.
- E. Record Keeping: Contractor shall retain and keep available for three (3) years after each year of the Contract term, or until specific prior written approval from the MTA is granted, the books and records of accounts of its business conducted for the MTA for each such year. Those original records and documents must be easily retrievable and stored in an organized manner to facilitate a timely audit, and be protected from loss in a location and manner acceptable to the MTA. All books and records relating to the performance of the Contract shall be kept in accordance with generally accepted accounting principles.

- F. Audit: At any point in time during the term of this Contract, the MTA may cause to have performed an audit of Contractor's records. The MTA may request upon seven (7) calendar days advance written notice to the Contractor access to all original books, records, reports, correspondence, etc., pertaining to the Contract for the purpose of copying, inspection, and/or special audit.
- G. Historical revenue information is provided in Attachment L.

3.2.11 Rider Clause

- A. The Contractor shall extend to any or all of the transit systems in the State of Maryland the right to utilize this agreement in accordance with the scope of services noted. However, due to the geographic expanse, population disparity, and demographic differences throughout the State, the Contractor and the local transit systems will negotiate the annual guarantee, and ad to non-ad ratios.
- B. Any participating transit system in the State of Maryland that utilizes the Rider Clause may work directly with the Contractor; however, there shall be no obligation on the part of any participating transit system to utilize this Rider Clause.
- C. Each transit system has the option of executing a separate contract with the Contractor. Contracts entered into with participating transit systems may contain terms and conditions unique to the jurisdiction including, by way of illustration, and not limitation, clauses covering areas such as minority participation, non-discrimination, etc. If when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the Contractor, the Contractor may withdraw its extension of the Contract to that jurisdiction.
- D. The MTA shall not be held liable for any costs or damage incurred by a jurisdiction transit system as a result of any contract activities extended by the Contractor to the jurisdiction under this Rider Clause.

3.3 Security Requirements

3.3.1 Employee Identification

- (a) Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.
- (b) At all times at any facility, the Contractor's personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visible location at all times.

3.3.2 Information Technology

- (a) Contractors shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.
- (b) The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

3.4 Insurance Requirements

3.4.1 Types and Values.

3.4.1.1 Comprehensive General Liability Insurance

- A. Bodily Injury: \$5,000,000 combined single limit
- B. Property Damage: \$500,000 per occurrence or claim made

3.4.2 Workmen's Compensation

3.4.2.1 Insurance shall be sufficient to cover claims payable under statutory requirements for Worker's Compensation

3.4.2.2 Employer's Liability Insurance (Coverage B): \$5,000,000 limit

3.4.2.3 Professional Liability Insurance

- A. Bodily Injury: \$5,000,000 combined single limit
- B. Property Damage: \$500,000 per occurrence or claim made

3.4.2.4 Excess/Umbrella Liability Insurance

- A. Bodily Injury: \$5,000,000 combined single limit
- B. Property Damage: \$500,000 per occurrence or claim made

3.4.3 Insurance Company Qualifications

3.4.3.1 The insurance required in this Article of this contract must be issued by companies that are licensed to do business in the State of Maryland.

3.4.4 Policy Requirements

3.4.4.1 The recommended Contractor awardee shall deliver to the MTA representative within 10 business days of notification of proposed contract award an accurate and true Certificates of Insurance that show that:

3.4.4.2 The Contractor has procured coverage stated in this Article of this contract.

3.4.4.3 The Maryland Department of Transportation, the State of Maryland, and the MTA have been named as additional insureds.

3.4.4.4 The policies will not be canceled, terminated or modified without 60 days prior written notice to the Administration. Certificates of Insurance are acceptable in lieu of true copies of the policies if the policy writer notes on the Certificate, or through attachment to the Certificate, all policy exclusions.

3.4.4.5 The Contractor shall require that any subcontractors providing services under this Contract obtain and maintain similar levels of insurance and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.5 Problem Escalation Procedure

3.5.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel, as directed should the Contract Monitor not be available.

3.5.2 The Contractor must provide the PEP no later than ten (10) Business Days after notice of Contract award or after the date of the Notice to Proceed, whichever is earlier. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any changes to the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

- The process for establishing the existence of a problem;
- The maximum duration that a problem may remain unresolved at each level in the Contractor's organization before automatically escalating the problem to a higher level for resolution;
- Circumstances in which the escalation will occur in less than the normal timeframe;
- The nature of feedback on resolution progress, including the frequency of feedback to be provided to the State;
- Identification of, and contact information for, progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
- Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis; and
- A process for updating and notifying the Contract Monitor of any changes to the PEP.

Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

3.6 Invoicing

3.6.1 General

(a) All invoices for services shall be signed by the Contractor and submitted to the Contract Monitor. All invoices shall include the following information:

- Contractor name;
- Remittance address;
- Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
- Invoice period;
- Invoice date;
- Invoice number;
- State assigned Contract number;
- State assigned (Blanket) Purchase Order number(s);
- Goods or services provided; and
- Amount due.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

- (b) The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.02.

3.6.2 Invoice Submission Schedule

The Contractor shall submit invoices by the 15th of the month following the month in which services were performed.

3.7 MBE Reports

If this solicitation includes a MBE Goal (see Section 1.32), the Contractor and its MBE subcontractors shall provide the following MBE Monthly Reports based upon the commitment to the goal:

- (a) **Attachment D-1**, the MBE Participation Prime Contractor Paid/Unpaid MBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer.
- (b) **Attachment D-2**, the MBE Participation Subcontractor Paid/Unpaid MBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer.

SECTION 4 – BID FORMAT

4.1 One Part Submission

Bidders shall submit with their Bid all Minimum Qualification documentation required (see Section 2), and all Required Bid Submissions (see Section 4.4) in a single sealed package/envelope.

4.2 Labeling

Each Bidder is required to label the sealed Bid. The Bid shall bear the IFB title and number, name and address of the Bidder, and closing date and time for receipt of the Bids.

4.3 Bid Price Form

The Bid shall contain all price information in the format specified on the Bid Form (**Attachment F**). Complete the Bid Form only as provided in the Bid Pricing Instructions. Do not amend, alter, or leave blank any items on the Bid Form or include additional clarifying or contingent language on or attached to the Bid Form. If option years are included, Bidders must submit Bids for each option year. Failure to adhere to any of these instructions may result in the Bid being determined to be non-responsive and rejected by the Department.

4.4 Required Bid Submissions

Bidders shall include the following with their Bid:

4.4.1 Transmittal Letter:

A Transmittal Letter shall accompany the Bid. The purpose of this letter is to transmit the Bid and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Bidder to the services and requirements as stated in this IFB. The Transmittal Letter should include the following:

- Name and address of the Bidder;
- Name, title, e-mail address, and telephone number of primary contact for the Bidder;
- Solicitation Title and Solicitation Number that the Bid is in response to;
- Signature, typed name, and title of an individual authorized to commit the Bidder to its Bid;
- Federal Employer Identification Number (FEIN) of the Bidder, or if a single individual, that individual's Social Security Number (SSN);
- Bidder's eMM number;
- Bidder's MBE certification number (if applicable);
- Acceptance of all State IFB and Contract terms and conditions (see Section 1.23), including specifically all requirements listed in Section 3 of the IFB; and
- Acknowledgement of all addenda to this IFB.

Any information which is claimed to be confidential is to be noted by reference and included after the Transmittal Letter. An explanation for each claim of confidentiality shall be included (see Section 1.13 "Confidentiality of Bids").

4.4.2 Minimum Qualifications and Market Surveys Documentation:

- a. The Bidder shall submit any Minimum Qualifications documentation that may be required, as set forth in Section 2 “Bidder Minimum Qualifications.”
- b. All Bidders are hereby advised to perform market surveys and other evaluations as deemed appropriate by them to determine potential revenue estimates. **Results of the surveys shall be submitted with the Bid.**

4.4.3 Completed Required Attachments: Submit three (3) copies of each with original signatures:

- a. Completed Bid Form (**Attachment F**).
- b. Completed Bid/Proposal Affidavit (**Attachment B**).
- c. Completed Maryland Living Wage Requirements Affidavit of Agreement (**Attachment G-1**).
- d. Completed Certification of Investment Activities in Iran (**Attachment I**).

4.4.4 Additional Attachments ***If Required**: Submit three (3) copies of each with original signatures, if required. * See appropriate IFB Section to determine whether the Attachment is required for this procurement:

- a. Completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-MDOT MBE Form A**) *see Section 1.32.
- b. Completed MDOT MBE Participation Schedule (**Attachment D-MDOT MBE Form B**) *see Section 1.32.
- c. Completed Conflict of Interest Affidavit and Disclosure (**Attachment H**) *see Section 1.37.

4.4.5 New Shelter Construction Participation Statement: Submit three (3) copies of a statement of the Bidder’s willingness to participate in the construction of new bus shelters. State the number of shelters, not exceeding the number of shelters in Section 3.1.1 B, that the Bidder would be willing to construct during the term of the Contract.

4.4.6 Statement of Advertising Standards Compliance: Submit three (3) copies of a statement of the Bidder’s willingness to comply with the MTA’s high standards of good taste and aesthetics and its willingness to adhere to the advertising requirements specified in Section 3.2.3.

4.4.7 References:

At least three (3) references are requested from customers who are capable of documenting the Bidder’s ability to provide the services specified in this IFB. References used to meet any Bidder Minimum Qualifications (see Section 2) may be used to meet this request. Each reference shall be from a client for whom the Bidder has provided services within the past five (5) years and shall include the following information:

- a. Name of client organization;
- b. Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
- c. Value, type, duration, and description of services provided.

The Department reserves the right to request additional references or utilize references not provided by a Bidder.

4.4.8 List of Current or Prior State Contracts:

Provide a list of all contracts with any entity of the State of Maryland for which the Bidder is currently performing services or for which services have been completed within the last five (5) years. For each identified contract, the Bidder is to provide:

- a. The State contracting entity;
- b. A brief description of the services/goods provided;
- c. The dollar value of the contract;
- d. The term of the contract;
- e. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
- f. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Bidder's level of performance on State contracts will be considered as part of the responsibility determination by the Procurement Officer.

4.4.9 Financial Capabilities:

The Bidder shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

The bidder must also demonstrate its financial stability by submitting the following:

- a bank reference that will validate the firm's financial responsibility including the name; and
- phone number of a bank officer familiar with the firm's account.

4.4.10 Certificate of Insurance:

The Bidder shall provide a copy of the Bidder's current certificate of insurance. The recommended awardee must provide a certificate of insurance with the prescribed limits set forth in Section 3.4 "Insurance Requirements," naming the State as an additional insured if required, within ten (10) Business Days from notification by the Procurement Officer that the Bidder has been determined to be the apparent awardee.

4.4.11 Subcontractors:

The Bidder shall provide a complete list of all subcontractors that will work on the Contract if the Bidder receives an award, including those utilized in meeting the MBE and/or VSBE subcontracting goal, if applicable. This list shall include a full description of the duties each subcontractor will perform.

4.4.12 Legal Action Summary:

This summary shall include:

- i. A statement as to whether there are any outstanding legal actions or potential claims against the Bidder and a brief description of any action;
- ii. A brief description of any settled or closed legal actions or claims against the Bidder over the past five (5) years;
- iii. A description of any judgments against the Bidder within the past five (5) years, including the case name, case number, and what the final ruling or determination was from the court; and
- iv. In instances where litigation is on-going and the Bidder has been directed not to disclose information by the court, provide the name of the judge and location of the court.

4.5 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Bidders in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, COMAR 21.05.01.04 requires that procuring units apply a reciprocal preference under the following conditions:

- The most advantageous offer is from a responsible Bidder whose headquarters, principal base of operations, or principal site (that will primarily provide the services required under this IFB) is in another state.
- The other state gives a preference to its resident businesses through law, policy, or practice; and
- The preference does not conflict with a Federal law or grant affecting the procurement Contract.

The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

4.6 Delivery

Bidders may either mail or hand-deliver Bids.

- 4.6.1 For U.S. Postal Service deliveries, any bid that has been received at the appropriate mail room, or typical place of mail receipt for the respective procuring unit by the time and date listed in the IFB will be deemed to be timely. If a Bidder chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department. A Bidder using first class mail will not be able to prove a timely delivery at the mailroom and it could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit.
- 4.6.2 Hand-delivery includes delivery by commercial carrier acting as agent for the Bidder. For any type of direct (non-mail) delivery, Bidders are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

4.7 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract Award, the following documents shall be completed and submitted by the recommended awardee within ten (10) Business Days, unless noted otherwise. Submit three (3) copies of each with original signatures.

- a. signed Contract (**Attachment A**),
- b. completed Contract Affidavit (**Attachment C**),
- c. completed MBE **Attachments D-MDOT MBE Forms C and D**, within ten (10) Working Days, if applicable; ***see Section 1.32**,
- d. completed MBE **Attachment D-3** if a waiver has been requested, within ten (10) Working Days, if applicable; ***see Section 1.32**,
- e. copy of a current Certificate of Insurance with the prescribed limits set forth in Section 3.4 "Insurance Requirements," naming the State as an additional insured, if applicable; ***see Section 3.4**; and
- f. completed DHR Hiring Agreement, (**Attachment J**).

IFB ATTACHMENTS

ATTACHMENT A – Contract

This is the sample contract used by the Department. It is provided with the IFB for informational purposes and is not required to be submitted at Bid submission time. Upon notification of recommendation for award, a completed contract will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer three (3) executed copies of the Contract within ten (10) Business days after receipt. Upon Contract award, a fully-executed copy will be sent to the Contractor.

ATTACHMENT B – Bid/Proposal Affidavit

This Attachment must be completed and submitted with the Bid.

ATTACHMENT C – Contract Affidavit

This Attachment must be completed and submitted by the recommended awardee to the Procurement Officer within ten (10) Business Days of receiving notification of recommendation for award.

ATTACHMENT D – Minority Business Enterprise Forms

If required (see Section 1.32), these Attachments include the MBE subcontracting goal statement, instructions, and MBE Attachments D (MDOT MBE Forms A through D) and Attachment D-1 through D-3. Attachment D (MDOT MBE Forms A and B) must be properly completed and submitted with the Offeror's Bid or the Bid will be deemed not reasonably susceptible of being selected for award and rejected. Within 10 Working Days of receiving notification of recommendation for Contract award, the Offeror must submit Attachments D (MDOT MBE Forms C and D) and, if the Offeror has requested a waiver of the MBE goal, usually Attachment D-3 and MDOT MBE/DBE Form E, Parts 2 through 5.

ATTACHMENT E – Pre-Bid Conference Response Form

It is requested that this form be completed and submitted as described in Section 1.6 by those potential Bidders that plan on attending the Pre-Bid Conference.

ATTACHMENT F – Bid Form Instructions and Bid Form

The Bid Form must be completed and submitted with the Bid.

ATTACHMENT G – Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement

Attachment G-1 Living Wage Affidavit of Agreement must be completed and submitted with the Bid.

ATTACHMENT H – Conflict of Interest Affidavit and Disclosure

If required (see Section 1.37), this Attachment must be completed and submitted with the Bid.

ATTACHMENT I – Certification of Investment Activities in Iran

This Attachment must be completed and submitted with the Bid.

ATTACHMENT J – Department of Human Resources (DHR) Hiring Agreement

If required (see Section 1.44), this Attachment is to be completed and submitted within ten (10) Business days of receiving notification of recommendation for award.

ATTACHMENT K – List of Advertised and Non-Advertised Bus Shelters and Locations

This attachment provides the number of advertised and non-advertised bus shelters along with their locations.

ATTACHMENT L – Bus Shelter Construction and Design

This attachment provides the Scope of Work details for the construction and design of bus shelters.

ATTACHMENT M - Revenues

This attachment provides a list of revenue generated by quarter from 2007 through 2011.

ATTACHMENT N – Samples of Shelters

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

ATTACHMENT A – CONTRACT

Bus Shelter Advertising, Maintenance and Installation Services

THIS CONTRACT (the “Contract”) is made this (“Xth”) day of (month), (year) by and between (Contractor’s name) and the STATE OF MARYLAND, acting through the Maryland Transit Administration.

In consideration of the promises and the covenants herein contained, the parties agree as follows:

1. Definitions

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

- 1.1 “Bid” means the Contractor’s Bid dated (Bid date).
- 1.2 “COMAR” means Code of Maryland Regulations.
- 1.3 “Contractor” means (Contractor’s name) whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address).
- 1.4 “Department” means the Maryland Transit Administration.
- 1.5 “IFB” means the Invitation for Bids for (solicitation title) Solicitation # (solicitation number), and any addenda thereto issued in writing by the State.
- 1.6 “Procurement Officer” means the Department employee identified in Section 1.5 of the IFB as the Procurement Officer.
- 1.6 “State” means the State of Maryland.

2. Scope of Contract

- 2.1 The Contractor shall provide deliverables, programs, goods, and services specific to the Contract awarded in accordance with Exhibits A-C listed in this section and incorporated as part of this Contract. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

The Contract
The IFB with addenda
The Bid

- 2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the IFB. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes

clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

- 2.3 While the Procurement Officer may, at any time, by written change order, make unilateral changes in the work within the general scope of the Contract as provided in Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance.

- 3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. The Contractor shall provide services under this Contract as of the Contract Commencement date contained in the written Notice to Proceed. From this Contract Commencement, the Contract shall be for a period of approximately 10 years beginning (**anticipated Contract start date**) and ending on (**anticipated end date of base term of Contract**).
- 3.2 Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration or termination of the Contract.

4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted on the Bid Form (Attachment F). Unless properly modified (see above Section 2.3), payment to the Contractor pursuant to this Contract shall not exceed \$ (**Not-to-Exceed amount**).
- 4.2 Payments to the Contractor shall be made no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the Contractor, acceptance by the Department of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification or Social Security Number for a Contractor who is an individual which is (**Contractor's FEIN or SSN**). Charges for late payment of invoices other than as prescribed at Md. Code Ann., State Finance and Procurement Article, §15-104 as from time-to-time amended, are prohibited. Invoices shall be submitted to the Contract Monitor. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.
- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.4 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.
- 4.4 Contractor's eMarylandMarketplace vendor ID number is (**Contractor's eMM number**).

5. Rights to Records

- 5.1 The Contractor agrees that all documents and materials including, but not limited to, software, software-produced reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

6. Exclusive Use

The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

7. Patents, Copyrights, and Intellectual Property

- 7.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to, or a trade secret of, another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.
- 7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party’s patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor’s expense and will pay all damages, costs, and attorneys’ fees that a court finally awards, provided the State: (a) promptly notifies the Contractor in writing of the claim; and (b) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.
- 7.3 If any products furnished by the Contractor become, or in the Contractor’s opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: (a) procure for the State the right to continue using the applicable item; (b) replace the product with a non-infringing product substantially complying with the item’s specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

8. Confidentiality

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws, including without limitation, HIPAA, the HI-TECH ACT, and the Maryland Medical Records Act, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.
- 8.2 This Section 8 shall survive expiration or termination of this Contract.

9. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and/or applications with which the Contractor is working hereunder.

10. Indemnification

- 10.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.
- 10.2 This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State's employees.
- 10.3 The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.
- 10.4 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.
- 10.5 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

10.6 This Section 10 shall survive termination of this Contract.

11. Non-Hiring of Employees

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

12. Disputes

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (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.

13. Maryland Law

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2 The Md. Code Ann., Commercial Law Article, Title 22, Maryland Uniform Computer Information Transactions Act, does not apply to this Contract or to any purchase order or Notice to Proceed issued under this Contract.
- 13.3 Any and all references to the Maryland Code, Annotated contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. Nondiscrimination in Employment

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

15. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of this Contract.

16. Non-availability of Funding

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

17. Termination for Default

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

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

19. Delays and Extensions of Time

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays, interruptions, interferences, or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

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

21. Pre-Existing Regulations

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

22. Financial Disclosure

The Contractor shall comply with the provisions of Md. Code Ann., State Finance and Procurement Article, § 13-221, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Md. Code Ann., Election Law Article, §§ 14-101 through 14-108, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (a) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (b) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31.

24. Documents Retention and Inspection Clause

The Contractor and subcontractors shall retain and maintain all records and documents relating to this contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. This Section 24 shall survive expiration or termination of the Contract.

If the Contractor supplies services to a State residential health care facility under the Mental Hygiene Administration, the Family Health Administration, the Alcohol and Drug Abuse Administration, or the Developmental Disabilities Administration, the Contractor agrees, in addition to the requirements above,:

24.1 That pursuant to 42 Code of Federal Regulations (C.F.R.) Part 420, the Secretary of Health and Human Services, and the Comptroller General of the United States, or their duly-authorized representatives, shall be granted access to the Contractor's contract, books, documents, and records necessary to verify the cost of the services provided under this contract, until the expiration of four (4) years after the services are furnished under this contract; and

24.2 That similar access will be allowed to the books, documents, and records of any organization related to the Contractor or controlled by the Contractor (as those terms are defined in 42 C.F.R. (420.301) if that organization is subcontracting to provide services with a value of \$10,000 or more in a twelve (12) month period to be reimbursed through funds provided by this contract.

25. Compliance with Laws

The Contractor hereby represents and warrants that:

- 25.1 It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 25.2 It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 25.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- 25.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

26. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its Bid/Proposal.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Bid/Proposal, was inaccurate, incomplete, or not current.

27. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer provided, however, that a contractor may assign monies receivable under a contract after due notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

28. Liability

- 28.1 For breach of this Contract, negligence, misrepresentation, or any other contract or tort claim, Contractor shall be liable as follows:
 - a. For infringement of patents, copyrights, trademarks, service marks, and/or trade secrets, as provided in Section 7 of this Contract;
 - b. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
 - c. For all other claims, damages, losses, costs, expenses, suits, or actions in any way related to this Contract, regardless of the form. Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

29. Commercial Nondiscrimination

- 29.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described at Md. Code Ann., State Finance and Procurement Article, Title 19. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- 29.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Department, in all subcontracts.
- 29.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Md. Code Ann., State Finance and Procurement Article, Title 19, as amended from time to time, Contractor agrees to provide within sixty (60) days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth at Md. Code Ann., State Finance and Procurement Article, Title 19, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

30. Prompt Pay Requirements

- 30.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:
- a. Not process further payments to the contractor until payment to the subcontractor is verified;
 - b. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
 - c. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
 - d. Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - e. Take other or further actions as appropriate to resolve the withheld payment.
- 30.2 An "undisputed amount" means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such "undisputed amounts" include, without limitation:
- a. Retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and

- b. An amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 30.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department, concerning a withheld payment between the Contractor and a subcontractor under this provision, may not:
- a. Affect the rights of the contracting parties under any other provision of law;
 - b. Be used as evidence on the merits of a dispute between the Department and the contractor in any other proceeding; or
 - c. Result in liability against or prejudice the rights of the Department.
- 30.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise (MBE) program.
- 30.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:
- a. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
 - b. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.
 - iv. Verification shall include a review of:
 - (a) The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
 - (b) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
 - c. If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
 - d. If the Department determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
 - i. Terminate the contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
 - e. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

31. Contract Monitor and Procurement Officer

The work to be accomplished under this Contract shall be performed under the direction of the Contract Monitor. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

32. Notices

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

If to the State: Lisa Dunlap
Procurement Officer
6 St. Paul, 7th Floor
Baltimore, MD 21202

If to the Contractor: _____

33. Hiring Agreement

The Contractor agrees to execute and comply with the enclosed Maryland Department of Human Resources (DHR) Hiring Agreement (Attachment P). The Hiring Agreement is to be executed by the Bidder/Offeror and delivered to the Procurement Officer within ten (10) Working Days following receipt of notice by the Bidder/Offeror that it is being recommended for contract award. The Hiring Agreement will become effective concurrently with the award of the contract.

The Hiring Agreement provides that the Contractor and DHR will work cooperatively to promote hiring by the Contractor of qualified individuals for job openings resulting from this procurement, in accordance with Md. Code Ann., State Finance and Procurement Article §13-224.

34. Miscellaneous

- 34.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this contract and continue in full force and effect.
- 34.2 If any term contained in this contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

35. Liquidated Damages

- 35.1 The 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 economic damages and losses, 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 pertinent 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 or impossible to ascertain with precision and that liquidated damages represent a fair, reasonable, and appropriate estimation of damages.

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 pertinent MBE Contract provisions and without the State being required to present any evidence of the amount or character of actual damages sustained, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty. The Contractor expressly agrees that the State may withhold payment on any invoices as an offset 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 each violation.

- 35.1.1 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.
 - 35.1.2 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.
 - 35.1.3 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.
 - 35.1.4 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.
 - 35.1.5 Failure to promptly pay all undisputed amounts to a subcontractor in full compliance with the prompt payment provisions of the Contract: **\$90.00** per day until the undisputed amount due to the subcontractor is paid.
- 35.2 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Contract and to exercise any and all other rights or remedies which may be available under the Contract or which otherwise may be available at law or in equity.

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

CONTRACTOR

STATE OF MARYLAND
Maryland Transit Administration

By:

By: (name and title of Department Head)

Date

Or designee:

Date

Approved for form and legal sufficiency
this ____ day of _____, 20 ____.

Assistant Attorney General

APPROVED BY BPW: _____
(Date) (BPW Item #)

ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/Proposal on this project, the Bidder/Offeror has considered all Proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal. As part of its Bid/Proposal, the Bidder/Offeror herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority Proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/Proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the Bid/Proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/Proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1)-(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
 - (2) Been convicted of any criminal violation of a state or federal antitrust statute;
 - (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
 - (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
 - (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
 - (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
 - (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
 - (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
 - (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):
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E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting

activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/Proposal that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/Proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/Proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

- (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
- (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: _____

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/Proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation

of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT C – CONTRACT AFFIDAVIT

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation — domestic or foreign;
- (2) Limited Liability Company — domestic or foreign;
- (3) Partnership — domestic or foreign;
- (4) Statutory Trust — domestic or foreign;
- (5) Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID
Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID
Number: _____ Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its Bid/Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business's policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 201____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (printed name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT D – MINORITY BUSINESS ENTERPRISE FORMS

PURPOSE

The Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the Minority Business Enterprise (MBE) subcontractor participation goal stated in this solicitation. MBE performance shall be in accordance with this Attachment and as set forth in COMAR 21.11.03. The Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Attachment.

In order to attempt to meet the MBE subcontractor participation goal using MBE subcontractors, all Bidders/Offerors shall comply with the requirements of COMAR 21.11.03.09 and shall:

- ❑ Identify specific work categories within the scope of the solicitation appropriate for subcontracting;
- ❑ Solicit certified MBEs in writing at least 10 days before Bids or Proposals are due, describing the identified work categories and providing instructions on how to provide a quote on the subcontracts;
- ❑ Attempt to make personal contact with the certified MBEs solicited and to document those attempts;
- ❑ Assist certified MBEs in fulfilling, or seeking a waiver of any bonding requirements; and
- ❑ Attend Pre-Bid/Proposal Conferences or other meetings that the Department schedules to publicize contracting opportunities for certified MBEs.

MBE GOAL AND SUB GOALS

An MBE subcontract participation goal of **10%** of the total contract dollar amount has been established for this procurement, as set forth in RFP Section 1.32. The Contractor, including an MBE prime contractor, shall attempt to achieve the MBE subcontracting goal and any subgoals established for this Contract by subcontracting to one or more MDOT-certified MBEs a sufficient portion of the Bidder/Offeror's scope of work that results in total MBE payments that meet or exceed the MBE subcontractor participation goals and, if applicable, subgoals.

SOLICITATION AND CONTRACT FORMATION

- ◆ A Bidder/Offeror must include with its Bid/Proposal a completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1**) whereby:
 - (1) the Bidder/Offeror acknowledges the certified MBE subcontractor participation goal and any subgoals, and commits to make a good faith effort to achieve the goal and any subgoals or requests a full or partial waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
 - (2) the Bidder/Offeror responds to the expected degree of MBE subcontractor participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Bid/Proposal submission. The Bidder/Offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule (**Attachment D-MDOT FORM A**).

If the Bidder/Offeror specifies a range for a proposed MBE subcontractor, only the lowest amount in the range can be considered for MBE commitment purposes. Ex: If a range of "5-15%" is proposed for a MBE subcontractor, only "5%" can be considered for purposes of totaling the actual MBE commitment for that particular MBE subcontractor. It is suggested that the Bidder/Offeror provide a specific percentage, and not a percentage range, for each MBE subcontractor proposed.

- ◆ *If a Bidder/Offeree fails to submit a completed **Attachment D- MDOT MBE FORM A** with the Bid/Proposal, the Procurement Officer shall deem the Bid non-responsive or shall determine that the Proposal is not reasonably susceptible of being selected for award.*
- ◆ Within 10 Working Days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee shall provide the following documentation to the Procurement Officer:
 - a) Outreach Efforts Compliance Statement (Attachment D-MDOT MBE FORM C)
 - b) Subcontractor Project Participation Certification (Attachment D-MDOT MBE FORM D)
 - c) If the recommended awardee has requested a waiver (in whole or in part) of the overall MBE goal, it shall submit a fully documented waiver request that complies with COMAR 21.11.03.11, and usually the Minority Contractor Unavailability Certificate (**Attachment D-3**).
 - d) Any other documentation required by the Procurement Officer to ascertain Bidder/Offeree responsibility in connection with the certified MBE participation goal.

NOTE: If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for Contract award. If the Contract has already been awarded, the award is voidable.

MBE REPORTING INSTRUCTIONS

The Contractor shall:

1. Submit by the 10th of each month to the Department's Contract Monitor or designee a Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-1) listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice, and the reason payment has not been made.
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors shall submit by the 10th of each month to the Department's Contract Monitor or a designee a Subcontractor Paid/Unpaid MBE Invoice Report (Attachment D-2) that identifies the Contract and lists all payments received from the Contractor under this Contract in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, the type of work performed by each subcontractor, and the actual dollar value of work performed. Subcontract agreements must be retained by the Contractor and furnished to the Procurement Officer upon request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. The Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.

5. At the sole option of the Department, upon completion of the Contract and before final payment and/or release of any retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

ATTACHMENTS

- A. Certified MBE Utilization and Fair Solicitation Affidavit – Attachment D-MDOT MBE Form A (must be submitted with the Bid/Proposal)
- B. MBE Participation Schedule – Attachment D – MDOT MBE Form B (must be submitted with the Bid/Proposal)
- C. Outreach Efforts Compliance Statement – Attachment D-MDOT MBE Form C (must be submitted within 10 Working Days of notification of apparent award or actual award, whichever is earlier)
- D. MBE Subcontractor Project Participation Affidavit – Attachment D-MDOT MBE Form D (must be submitted within 10 Working Days of notification of apparent award or actual award, whichever is earlier)
- E. Prime Contractor Paid/Unpaid MBE Invoice Report – Attachment D-1 (must be submitted by the 10th of each month by the Prime Contractor)
- F. Subcontractor Paid/Unpaid MBE Invoice Report – Attachment D-2 (must be submitted by the 10th of each month by the Subcontractor)
- G. Minority Contractor Unavailability Certificate – Attachment D-3 (if a waiver has been requested, Attachment D-3 usually must be submitted within 10 Working Days of notification of apparent award or actual award whichever is earlier)
 - (i) Section I – must be filled out by the Prime Contractor and sent with the Bid package
 - (ii) Section II – must be filled out by the Subcontractor and sent with the Bid package

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

MDOT MBE FORM A
STATE-FUNDED CONTRACTS
CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
PAGE 1 OF 2

This affidavit must be included with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this affidavit as required, the bid shall be deemed not responsive or the proposal not susceptible of being selected for award.

In connection with the bid/proposal submitted in response to Solicitation No. _____, I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)

I have met the overall certified Minority Business Enterprise (MBE) participation goal of **ten percent (10%)** and the following subgoals, if applicable:
percent (%) for African American-owned MBE firms
percent (%) for Hispanic American-owned MBE firms
percent (%) for Asian American-owned MBE firms
percent (%) for Women-owned MBE firms

I agree that these percentages of the total dollar amount of the Contract, for the MBE goal and subgoals (if any), will be performed by certified MBE firms as set forth in the MBE Participation Schedule - Part 2 of the MDOT MBE Form B (State-Funded Contracts).

OR

I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee or as requested by the Procurement Officer, I will submit a written waiver request and all required documentation in accordance with COMAR 21.11.03.11. For a partial waiver request, I agree that certified MBE firms will be used to accomplish the percentages of the total dollar amount of the Contract, for the MBE goal and subgoals (if any), as set forth in the MBE Participation Schedule - Part 2 of the MDOT MBE Form B (State-Funded Contracts).

2. Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 business days of receiving such notice:
(a) Outreach Efforts Compliance Statement (MDOT MBE Form C - State-Funded Contracts);
(b) Subcontractor Project Participation Statement (MDOT MBE Form D - State-Funded Contracts);
(c) MBE Waiver Request documentation per COMAR 21.11.03.11 (if waiver was requested); and
(d) Any other documentation required by the Procurement Officer to ascertain bidder's responsibility/ offeror's susceptibility of being selected for award in connection with the certified MBE participation goal and subgoals, if any.

I acknowledge that if I fail to return each completed document (in 2 (a) through (d)) within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award or that the proposal is not susceptible of being selected for award.

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MDOT MBE FORM A
STATE-FUNDED CONTRACTS
CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
PAGE 2 OF 2

3. Information Provided to MBE firms

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

4. Products and Services Provided by MBE firms

I hereby affirm that the MBEs are only providing those products and services for which they are MDOT certified.

I solemnly affirm under the penalties of perjury that the information in this affidavit is true to the best of my knowledge, information and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

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**MDOT MBE FORM B
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE**

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT PART 2 WITH THE BID/PROPOSAL AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL SHALL BE DEEMED NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.

PAGE 1 OF 2

***** STOP *****

**FORM INSTRUCTIONS
PLEASE READ BEFORE COMPLETING THIS FORM**

1. Please refer to the Maryland Department of Transportation (MDOT) MBE Directory at www.mdot.state.md.us to determine if a firm is certified for the appropriate North American Industry Classification System (“NAICS”) Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals.
2. In order to be counted for purposes of achieving the MBE participation goals, the firm must be certified for that specific NAICS (“MBE” for State-funded projects designation after NAICS Code). **WARNING:** If the firm’s NAICS Code is in **graduated status**, such services/products **will not be counted** for purposes of achieving the MBE participation goals. Graduated status is clearly identified in the MDOT Directory (such graduated codes are designated with the word graduated after the appropriate NAICS Code).
3. Examining the NAICS Code is the **first step** in determining whether an MBE firm is certified and eligible to receive MBE participation credit for the specific products/services to be supplied or performed under the contract. The **second step** is to determine whether a firm’s Products/Services Description in the MBE Directory includes the products to be supplied and/or services to be performed that are being used to achieve the MBE participation goals.
4. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT’s Office of Minority Business Enterprise at 1-800-544-6056 or via email at mbe@mdot.state.md.us.
5. The Contractor’s subcontractors are considered second-tier subcontractors. Third-tier contracting used to meet an MBE goal is to be considered the exception and not the rule. The following two conditions must be met before MDOT, its Modal Administrations and the Maryland Transportation Authority may approve a third-tier contracting agreement: (a) the bidder/offeror must request in writing approval of each third-tier contract arrangement, and (b) the request must contain specifics as to why a third-tier contracting arrangement should be approved. These documents must be submitted with the bid/proposal in Part 2 of this MBE Participation Schedule.
6. For each MBE firm that is being used as a supplier/wholesaler/regular dealer/broker/manufacturer, please follow these instructions for calculating the **amount of the subcontract for purposes of achieving the MBE participation goals:**
 - A. Is the firm certified as a broker of the products/supplies? If the answer is YES, please continue to Item C. If the answer is NO, please continue to Item B.
 - B. Is the firm certified as a supplier, wholesaler, regular dealer, or manufacturer of such products/supplies? If the answer is YES, continue to Item D. If the answer is NO, continue to Item C **only** if the MBE firm is certified to perform trucking/hauling services under NAICS Codes 484110, 484121, 484122, 484210, 484220 and 484230. If the answer is NO and the firm is not certified under these NAICS Codes, then **no** MBE participation credit will be given for the supply of these products.
 - C. For purposes of achieving the MBE participation goal, you may count **only** the amount of any reasonable fee that the MBE firm will receive for the provision of such products/supplies - **not** the total subcontract amount or the value (or a percentage thereof) of such products and/or supplies. For Column 3 of the MBE Participation Schedule, please divide the amount of any reasonable fee that the MBE firm will receive for the provision of such products/services by the total Contract value and insert the percentage in Line 3.1.

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MDOT MBE FORM B
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE
PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

PAGE 2 OF 2

D. Is the firm certified as a manufacturer (refer to the firm’s NAICS Code and specific description of products/services) of the products/supplies to be provided? If the answer is NO, please continue to Item E. If the answer is YES, for purposes of achieving the MBE participation goal, you may count the total amount of the subcontract. For Column 3 of the MBE Participation Schedule, please divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.

E. Is the firm certified as a supplier, wholesaler and/or regular dealer? If the answer is YES and the MBE firm is furnishing and installing the materials and is certified to perform these services, please divide the total subcontract amount (including full value of supplies) by the total Contract value and insert the percentage in Line 3.1. If the answer is YES and the MBE firm is only being used as a supplier, wholesaler and/or regular dealer or is not certified to install the supplies/materials, for purposes of achieving the MBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). To apply the 60% Rule, first divide the amount of the subcontract for these supplies/products only (not installation) by the total Contract value. Then, multiply the result by sixty percent (60%) and insert the percentage in Line 3.2.

7. For each MBE firm that **is not** being used as a supplier/wholesaler/regular dealer/broker/manufacturer, to calculate the **amount of the subcontract for purposes of achieving the MBE participation goals**, divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.

Example: \$ 2,500 (Total Subcontract Amount) ÷ \$10,000 (Total Contract Value) x 100 = 25%

8. **WARNING:** The percentage of MBE participation, computed using the percentage amounts in Column 3 for all of the MBE firms listed in Part 2, **MUST** at least equal the MBE participation goal and subgoals (if applicable) as set forth in MDOT MBE Form A – State-Funded Contracts for this solicitation. If a bidder/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), then the bidder/offeror must request a waiver in Form A or the bid will be deemed not responsive, or the proposal not susceptible of being selected for award. You may wish to use the Goal/Subgoal Worksheet shown below to assist you in calculating the percentages and confirming that you have met the applicable MBE participation goal and subgoals (if any).

GOAL/SUBGOAL WORKSHEET	
Total African American Firm Participation (Add percentages listed for African American-Owned Firms in Column 3 of MBE Participation Schedule)	(A) _____%
Total Hispanic American Firm Participation (Add percentages listed for Hispanic American-Owned Firms in Column 3 of MBE Participation Schedule)	(B) _____%
Total Asian American Firm Participation (Add percentages listed for Asian American-Owned Firms in Column 3 of MBE Participation Schedule)	(C) _____%
Total Women-Owned Firm Participation (Add percentages listed for Women-Owned Firms in Column 3 of MBE Participation Schedule)	(D) _____%
Total for all other MBE Firms (Add percentages for firms listed as Other MBE Classification in Column 3 of the MBE Participation Schedule)	(E) _____%
Total MBE Firm Participation (Add percentages listed for all MBE Firms in Column 3 of MBE Participation Schedule)	(F) _____%
The percentage amount in Box F should be equal to the sum of the percentage amounts in Boxes A through E.	

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MDOT MBE FORM B
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE

PART 2 – MBE PARTICIPATION SCHEDULE

PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT PART 2 WITH THE BID/PROPOSAL AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL SHALL BE DEEMED NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.

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Prime Contractor	Project Description	SOLICITATION NUMBER

LIST INFORMATION FOR EACH CERTIFIED MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY.

COLUMN 1	COLUMN 2	COLUMN 3
		Unless the bidder/offeror requested a waiver in MDOT MBE Form A – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal and subgoals set forth in Form A.
NAME OF MBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND MBE CLASSIFICATION	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to sections 6 and 7 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the DBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.
<input type="checkbox"/> Please check if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions	Certification Number: <hr/> (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>	3.1. <u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS).</u> <div style="border: 1px solid black; padding: 2px; display: inline-block;"> _____% (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any) </div> 3.2 <u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS).</u> _____% Total percentage of Supplies/Products $x \underline{\hspace{2cm}} \mathbf{60\% (60\% Rule)}$ <div style="border: 1px solid black; padding: 2px; display: inline-block;"> _____% (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any) </div>

Please check if Continuation Sheets are attached.

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MDOT MBE FORM B
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE
CONTINUATION SHEET

PAGE ___ OF ___

Prime Contractor	Project Description	SOLICITATION NUMBER

LIST INFORMATION FOR EACH CERTIFIED MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY.

COLUMN 1	COLUMN 2	COLUMN 3
		<p>Unless the bidder/offeror requested a waiver in MDOT MBE Form A – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal <u>and</u> subgoals set forth in Form A.</p>
<p>NAME OF MBE SUBCONTRACTOR AND TIER</p>	<p>CERTIFICATION NO. AND MBE CLASSIFICATION</p>	<p>FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to Sections 6 and 7 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the DBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.</p>
<p><input type="checkbox"/> Please check if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions</p>	<p>Certification Number:</p> <hr style="border: 1px solid black;"/> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <hr style="border: 1px solid black;"/>	<p>3.1. <u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS).</u></p> <p style="text-align: center;">_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</p> <p>3.2. <u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS).</u></p> <p style="text-align: center;">_____ % Total percentage of Supplies/Products</p> <p style="text-align: center;">x _____ 60% (60% Rule)</p> <p style="text-align: center;">_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</p>

Please check if Continuation Sheets are attached.

MDOT-OP 013-2 (9/11/)

MDOT MBE FORM B
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE

PART 3 – CERTIFICATION FOR MBE PARTICIPATION SCHEDULE

PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL
AS DIRECTED IN THE INVITATION TO BID/ REQUEST FOR PROPOSALS.

I hereby affirm that I have reviewed the Products and Services Description (specific product that a firm is certified to provide or areas of work that a firm is certified to perform) set forth in the MDOT MBE Directory for each of the MBE firms listed in Part 2 of this MBE Form B for purposes of achieving the MBE participation goals and subgoals that were identified in the MBE Form A that I submitted with this solicitation, and that the MBE firms listed are only performing those products/services/areas of work for which they are certified. I also hereby affirm that I have read and understand the form instructions set forth in Part 1 of this MBE Form B.

The undersigned Prime Contractor hereby certifies and agrees that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the certified minority business enterprise in the performance of the contract; or
- (4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

I solemnly affirm under the penalties of perjury that the contents of Parts 2 and 3 of MDOT MBE Form B are true to the best of my knowledge, information and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

MDOT-OP 013-2 (9/11)

MDOT MBE FORM C
STATE-FUNDED CONTRACTS
OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the offer/proposal submitted in response to Solicitation No. _____, I state the following:

1. Bidder/Offeror took the following efforts to identify subcontracting opportunities in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to personally contact the solicited MBE firms:

4. Please Check One:

- This project does not involve bonding requirements.
- Bidder/Offeror assisted MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS)

5. Please Check One:

- Bidder/Offeror did attend the pre-bid/pre-proposal meeting/conference.
- No pre-bid/pre-proposal meeting/conference was held.
- Bidder/Offeror did not attend the pre-bid/pre-proposal meeting/conference.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

MDOT-OP 012-2 (9/11)

MDOT MBE FORM D

STATE-FUNDED CONTRACTS

MBE SUBCONTRACTOR PROJECT PARTICIPATION AFFIDAVIT

IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD OR THAT THE PROPOSAL IS NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD. SUBMIT ONE FORM FOR EACH CERTIFIED MBE FIRM LISTED IN THE MBE PARTICIPATION SCHEDULE. BIDDERS/OFFERORS ARE HIGHLY ENCOURAGED TO SUBMIT FORM D PRIOR TO THE TEN (10) DAY DEADLINE.

Provided that _____ (Prime Contractor's Name) is awarded the State contract in conjunction with Solicitation No. _____, such Prime Contractor will enter into a subcontract with _____ (Subcontractor's Name) committing to participation by the MBE firm _____ (MBE Name) with MDOT Certification Number _____ (if subcontractor previously listed is also the MBE firm, please restate name and provide MBE Certification Number) which will receive at least \$ _____ or ____% (Total Subcontract Amount/ Percentage) for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

I solemnly affirm under the penalties of perjury that the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of my knowledge, information and belief. I acknowledge that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes.

PRIME CONTRACTOR	SUBCONTRACTOR (SECOND-TIER)	SUBCONTRACTOR (THIRD-TIER)
Signature of Representative: _____	Signature of Representative: _____	Signature of Representative: _____
Printed Name and Title: _____	Printed Name and Title: _____	Printed Name and Title: _____
Firm's Name: _____	Firm's Name: _____	Firm's Name: _____
Federal Identification Number: _____	Federal Identification Number: _____	Federal Identification Number: _____
Address: _____	Address: _____	Address: _____
Telephone: _____	Telephone: _____	Telephone: _____
Date: _____	Date: _____	Date: _____

IF MBE FIRM IS A THIRD-TIER SUBCONTRACTOR, THIS FORM MUST ALSO BE EXECUTED BY THE SECOND-TIER SUBCONTRACTOR THAT HAS THE SUBCONTRACT AGREEMENT WITH THE MBE FIRM.

MDOT-OP 015-2 (9/11)

Maryland Transit Administration
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due to the MBE Liaison by the 10th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
--	--

Prime Contractor:		Contact Person:																																					
Address:																																							
City:		State:	ZIP:																																				
Phone:	Fax:	E-mail:																																					
Subcontractor Name:		Contact Person:																																					
Phone:	Fax:																																						
Subcontractor Services Provided:																																							
List all payments made to MBE subcontractor named above during this reporting period: <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:30%; text-align: center;"><u>Invoice#</u></th> <th style="width:30%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Paid: \$</td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Paid: \$		_____	List dates and amounts of any outstanding invoices: <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:30%; text-align: center;"><u>Invoice #</u></th> <th style="width:30%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Unpaid: \$</td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Unpaid: \$		_____
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Total Dollars Paid: \$		_____																																					
	<u>Invoice #</u>	<u>Amount</u>																																					
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2.																																							
3.																																							
4.																																							
Total Dollars Unpaid: \$		_____																																					

**If more than one MBE subcontractor is used for this contract, you must use separate D-4 forms for each subcontractor.
****Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

_____ Contract Monitor _____ Contracting Unit
Maryland Transit Administration/Office of Fair Practices 6 St. Paul Street- 20 th floor Baltimore, Maryland 21202 410 767-3944 vmoore@mta.maryland.gov

Signature: _____ Date: _____
 (Required)

SAMPLE form to be completed monthly by the prime contractor.

**Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
Report is due by the 10th of the month following the month the services were performed.	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	E-mail:	
Address:		
City:	State:	ZIP:
Phone:	Fax:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during reporting period indicated above.		List dates and amounts of any unpaid invoices over 30 days old.
<u>Invoice Amt</u>	<u>Date</u>	<u>Invoice Amt</u>
1.		1.
2.		2.
3.		3.
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____
Prime Contractor:		Contact Person:

****Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

_____ Contract Monitor
_____ Contracting Unit
Maryland Transit Administration/Office of Fair Practices
6 St. Paul Street- 20 th floor
Baltimore, Maryland 21202
410 767-3944
vmoores@mta.maryland.gov

Signature: _____ Date: _____
(Required)

SAMPLE form to be completed monthly by all MBE subcontractors.

Maryland Transit Administration
Code of Maryland Regulations (COMAR)
Title 21, State Procurement Regulations
(regarding a waiver to a Minority Business Enterprise subcontracting goal)

NOTE: Below is an excerpt only. Full text of COMAR Title 21 may be found at the website of the Secretary of State, Division of State Documents, at: <http://www.dsd.state.md.us/comar/>.

COMAR 21.11.03.11 - Waiver.

A. If, for any reason, the apparent successful Bidder/Offeror is unable to achieve the contract goal for each certified MBE classification specified as having a subcontract goal or the overall MBE contract goal, the Bidder/Offeror may request, in writing, a waiver to include the following:

(1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs, including the work to be performed by each MBE classification if an MBE subgoal has been specified, in order to increase the likelihood of achieving the stated goal;

(2) A detailed statement of the efforts made to contact and negotiate with certified MBEs, and if appropriate, by certified MBE classification, including:

(a) The names, addresses, dates, telephone numbers, and classification of certified MBEs contacted, and

(b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;

(3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful Bidder/Offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;

(4) A list of certified MBEs including, if applicable, certified MBEs in each MBE classification, found to be unavailable, which shall be accompanied by the Minority Contractor Unavailability Certificate (Attachment D-6) signed by the certified MBE, or a statement from the apparent successful Bidder/Offeror that the certified MBE refused to give the written verification;

(5) The record of the apparent successful Bidder/Offeror's compliance with the outreach efforts required under Regulation .09C(2)(a)—(e) of this chapter; and

(6) If the request for a waiver is for a certain MBE classification within an overall MBE goal, the Bidder/Offeror shall demonstrate reasonable efforts to meet the overall MBE goal with other MBE classification or classifications.

B. A waiver of a certified MBE contract goal may be granted only upon a reasonable demonstration by the Bidder/Offeror that certified MBE subcontract participation was unable to be obtained, or was unable to be obtained at a reasonable price or in the appropriate MBE classifications, and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other Bids/Proposals and subcontract Bids/Proposal substantiating significant variances between certified MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.

C. An agency head may waive any of the provisions of Regulations .09—.10 of this chapter for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.

D. When a waiver is granted, except waivers under §C of this regulation, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE liaison officer with another copy forwarded to the Office of Minority Affairs.

MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE

Section I (to be completed by PRIME CONTRACTOR)

I hereby certify that the firm of _____
 Name of Prime Contractor

located at _____,
 (Number) (Street) (City) (State) (Zip)

on _____ contacted certified minority business enterprise, _____
 (Date) (Name of Minority Business)

_____ located at _____,
 (Number) (Street) (City) (State) (Zip)

seeking to obtain a bid for work/service for project number _____, project name _____

List below the type of work/ service requested:

Indicate the type of bid sought, _____. The Minority Business Enterprise identified above is either unavailable for the work /service in relation to project number _____, or is unable to prepare a quote for the following reasons(s):

The statements contained above are, to the best of my knowledge and belief, true and accurate.

 (Name) (Title)

 (Number) (Street) (City) (State) (Zip)

 (Signature) (Date)

Note: Certified Minority Business Enterprise must complete Section II below.

Section II (to be completed by CERTIFIED MINORITY BUSINESS ENTERPRISE)

I hereby certify that the firm of _____ MBE Cert.# _____
(Name of MBE Firm)

located at _____
(Number) (Street) (City) (State) (Zip)

was offered the opportunity to bid on project number _____, ON _____
(Date)

by _____
(Prime Contractor's Name) (Prime Contractor Official's Name) (Title)

The statements contained in Section I and Section II of this document are, to the best of my knowledge and belief, true and accurate.

(Name) (Title) (Phone)

(Signature) (Fax Number)

ATTACHMENT E – PRE-BID CONFERENCE RESPONSE FORM

**Solicitation Number MTA-1410
Bus Shelter Advertising, Maintenance and Installation Services**

A Pre-Bid Conference will be held at **10:00 am**, on **January 29, 2014**, at 6 St. Paul, 7th Floor, Rooms 731 – 732, Baltimore, MD 21202. Please return this form by **January 25, 2014**, advising whether or not you plan to attend.

Return via e-mail or fax this form to the Procurement Officer:

Lisa Dunlap
Contracts Administration Division
6 St. Paul Street, 7th Floor
Baltimore, MD 21202
Email: LDunlap2@mta.maryland.gov
Fax #: (410) 333-4810

Please indicate:

_____ Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

_____ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see IFB § 1.7 “Pre-Bid Conference”):

Signature

Title

Name of Firm (please print)

ATTACHMENT F – BID PRICING INSTRUCTIONS

In order to assist Bidders in the preparation of their Bid and to comply with the requirements of this solicitation, Bid Pricing Instructions and a Bid Form have been prepared. Bidders shall submit their Bid on the Bid Form in accordance with the instructions on the Bid Form and as specified herein. Do not alter the Bid Form or the Bid Form may be rejected. The Bid Form is to be signed and dated, where requested, by an individual who is authorized to bind the Bidder to the prices entered on the Bid Form.

The Bid Form is used to calculate the Bidder's TOTAL BID PRICE. Follow these instructions carefully when completing your Bid Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this IFB and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this IFB and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Bid Form shall be filled in. Any blanks may result in the Bid being regarded as non-responsive and thus rejected. Any changes or corrections made to the Bid Form by the Bidder prior to submission shall be initialed and dated.
- F) Except as instructed on the Bid Form, nothing shall be entered on or attached to the Bid Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions usually render the Bid non-responsive, which means it will be rejected.
- G) It is imperative that the prices included on the Bid Form have been entered correctly and calculated accurately by the Bidder and that the respective total prices agree with the entries on the Bid Form. Any incorrect entries or inaccurate calculations by the Bidder will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12, and may cause the Bid to be rejected.
- H) If option years are included, Bidders must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the IFB at the prices entered in the Bid Form.
- I) All Bid prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the IFB. The Bid price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the IFB, sample amounts used for calculations on the Bid Form are typically estimates for bidding purposes only. The Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.
- K) Failure to adhere to any of these instructions may result in the Bid being determined non-responsive and rejected by the Department.

ATTACHMENT F – BID FORM

BID FORM

MTA-1410 Bus Shelter Installation and Advertising Services

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

TO MTA Contracting Office:

The undersigned agree to provide all supervision, labor, materials, and maintenance, as necessary and incidental, to erect, install, maintain, operate, sell and post advertisements for a Bus Shelter Advertising Services and Installation Program for the MTA. The undersigned agrees to pay the MTA the following:

A minimum guarantee of \$_____ advertising for all shelters per month.

A bus shelter month is defined as a bus shelter (authorized for advertising) that is available for advertising for one month.

Authorized Signature

Date

Printed Name

Company Name

ATTACHMENT G – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (a) Has a State contract for services valued at less than \$100,000, or
 - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A Subcontractor who:
 - (a) Performs work on a State contract for services valued at less than \$100,000,
 - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B(3) or C below.
 - (3) Service contracts for the following:
 - (a) Services with a Public Service Company;
 - (b) Services with a nonprofit organization;
 - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/Subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/> and clicking on Living Wage for State Service Contracts.

Maryland Living Wage Requirements Affidavit of Agreement

(submit with Bid/Proposal)

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract Is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland’s Living Wage Law for the following reasons (check all that apply):

- Bidder/Offeror is a nonprofit organization
- Bidder/Offeror is a public service company
- Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract Is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. _____(initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

- The employee(s) proposed to work on the contract will spend less than one-half of the employee’s time during any work week on the contract

ATTACHMENT H – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Reference COMAR 21.05.08.08

(submit with Bid/Proposal)

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a Bidder/Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Bid/Proposal is made.

C. The Bidder/Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The Bidder/Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder/Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Bidder/Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

CERTIFICATION REGARDING INVESTMENTS IN IRAN

(submit with Bid/Proposal)

I, _____ (print name), possess the legal authority to make this Certification.

Pursuant to Md. Ann. Code, State Finance and Procurement Article, §§ 17-701 through 17-707, and in conjunction with the Bid or Proposal submitted in response to Solicitation No. MTA-1410, the following certifications are hereby made:

1. The Bidder/Offeror is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in Md. Ann. Code, State Finance and Procurement Article § 17-702; and

2. The Bidder/Offeror is not engaging in investment activities in Iran as described in Md. Ann. Code, State Finance and Procurement Article § 17-702.

3. If the Bidder/Offeror is unable to make the certifications listed in paragraphs 1 and 2 above, the Bidder/Offeror shall provide a detailed description of the Bidder/Offeror’s investment activities in Iran (attach additional pages if necessary):

I do solemnly declare and affirm under the penalties of perjury that the contents of this certification are true and correct to the best of my knowledge, information, and belief.

Date: _____

Bidder/Offeror Name: _____

By: _____

Name: _____

Title: _____

ATTACHMENT J – DHR HIRING AGREEMENT

Agency Control Number

**MARYLAND DEPARTMENT OF HUMAN RESOURCES
HIRING AGREEMENT**

This Hiring Agreement (“Agreement”) is effective this _____ day of _____, _____ and is entered into by and between the Maryland Department of Human Resources (“Department”) and _____ (the “Contractor”) pursuant to State Finance Procurement Article, § 13-224, Annotated Code of Maryland, arising out of a Contract for services between Contractor and _____ (“Entity”), contract number _____ (“Procurement Contract”).

WITNESSETH:

WHEREAS, the Department has identified the Procurement Contract as eligible for execution of this Agreement; and,

WHEREAS, the Contractor and the Entity, have discussed and reviewed an inventory of job openings that exists or the Contractor is likely to fill during the term of the Procurement Contract in the State of Maryland; and

WHEREAS, the Contractor, Department and the Entity have discussed and reviewed the job descriptions, locations, and skill requirements for those positions; and

WHEREAS, the Department and the Entity have identified and discussed with the Contractor the workforce related benefits and support services available to the Contractor as a result of the Agreement including:

- Medicaid coverage for the employee and the employee’s dependents for up to one year after placement in the job;
- Maryland Children’s Health Program (MCHP) medical coverage for the employee’s dependents after one year of employment for as long as eligibility is met;
- Food Stamps for the employee and the employee’s dependents for as long as eligibility requirements are met;
- Child Care subsidies for the employee’s dependents for up to one year after employment as long as eligibility requirements are met;
- Transportation subsidies for the employee for a period of time after employment;
- Other Retention services including counseling on an as needed basis; and
- Assistance with claiming tax credits for hiring Candidates.

WHEREAS, the Contractor and Department agree to work cooperatively to develop responses to the workforce development requirements faced by the Contractor and to promote the hiring of the Department’s current and former

Family Investment Program (“FIP”) recipients, their children, foster youth, and child support obligors (“Candidates”) by the Contractor.

NOW THEREFORE, upon valuable consideration received, the Contractor and the Department specifically agree as follows:

A. The CONTRACTOR will:

1. Notify the Department of all job openings that exists or result from the Procurement Contract.
2. Declare the Department the “first source” in identifying and hiring Candidates for those openings.
3. Work with Department as necessary and appropriate, to develop necessary training programs which enable Candidates to qualify for and secure the jobs.
4. Give first preference and first consideration, to the extent permitted by law and any existing labor agreements, to Candidates the Department refers.
5. Agree to give Candidates referred to the Contractor by the Department priority in the filling of a job opening so long as the Candidate meets the qualifications of the position and the Department refers qualified Candidates within three (3) working days.
6. Provide the DEPARTMENT with feedback regarding the disposition of referrals made, to include an explanation of why any such Candidate was not hired or considered qualified.
7. Designate this individual to be the specific contact person:

_____ Name

_____ Address

Telephone #	Fax #	e-Mail
-------------	-------	--------

who will:

- provide additional information regarding ‘first source’ jobs and clarify their requirements;
- receive Department referrals, and
- provide feedback to a Department account representative upon request regarding the dispositions of those referrals as well as the progress/employment status of those Candidates hired by the Contractor.

B. The Department will designate an account representative who will:

1. Process all the Contractor’s job notices in accordance with this “Agreement”.
2. Refer screened and qualified Candidates to the Contractor’s designated contact person.
3. Make referrals in a timely manner, that is, within three (3) working days after receiving the Contractor’s job opening notices.
4. Assist in the development of any mutually agreed upon training and/or internship programs that will better prepare Candidates for employment with the Contractor.

5. Provide follow-up and post hire transitional/supportive services, (e.g. Medicaid, MCHP, Food Stamps, child care, transportation, retention counseling, and access to tax credits) as necessary and appropriate.
6. Insure that the Contractor is advised of available subsidies and provide any assistance to the Contractor to obtain those subsidies.
7. Report the Contractor to the procurement Entity if the Contractor does not fulfill its responsibilities in accordance with this Agreement.
8. Review and evaluate the effectiveness of this undertaking with the Contractor and make modifications as necessary and appropriate.

C. DISCLAIMERS

Nothing in this Agreement shall cause the Contractor, except as explicitly provided in Section A above, to alter existing hiring practices or to hire an individual into a position for which he/she is not qualified.

D. NON-DISCRIMINATION

The Contractor agrees that there shall be no discrimination against any employee or Candidate for employment because of race, color, sex, religion, national origin, age, sexual preference, disability or any other factor specified in Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1983 and subsequent amendments and that they will comply with all other pertinent federal and State laws regarding discrimination.

E. MARYLAND LAW PREVAILS

The place of performance of this Agreement shall be the State of Maryland. This Agreement shall be construed, interpreted, and enforced according to the laws and regulations of the State of Maryland, including approval of the Board of Public Works where appropriate.

F. EFFECTIVE DATE

This Agreement shall take effect on the date of the aforementioned Procurement Contract, which is for the period _____ through _____, and it shall remain in effect for the duration of the Procurement Contract, including any option periods or extensions.

IN WITNESS, WHEREOF, the Contractor and the Department have affixed their signatures below:

FOR THE CONTRACTOR:

FOR THE DEPARTMENT

SIGNATURE

SIGNATURE

TITLE

Hiring Agreement Coordinator
TITLE

DATE

DATE

ATTACHMENT K – LIST OF ADVERTISED AND NON-ADVERTISED BUS SHELTER AND LOCATIONS

	MTA#	Location	Type	Location
1	008V	E/B Pratt St at Light St (200 Light St)	FIN	Baltimore City
2	009V	E/B Pratt St at Light St (200 Light St)	FIN	Baltimore City
3	275V	N/B Charles St. at Pratt St.	FIN	Baltimore City
4	400V	S/B Light St. at Pratt St. (551 Light St.)	FIN	Baltimore City
5	139V	S/B Light St. at Pratt St.	FIN	Baltimore City
6	148V	N/B Light St. at Key Highway	FIN	Baltimore City
7	155V	E/B Light St at Pratt St	FIN	Baltimore City
8	156V	N/B Light St at Pratt St	FIN	Baltimore City
9	182V	N/B Russle St. at Hamburg St. (Ravens Stadium)	FIN	Baltimore City
10	401V	E/B Pratt St opposite Market Place	FIN	Baltimore City
11	406V	W/B Fayette St at Eutaw St (302 W. Fayette St)	FIN	Baltimore City
12	221V	W/B Saratoga St at Howard St (301 N. Howard St)	FIN	Baltimore City
13	223V	W/B Saratoga St at Paca St	FIN	Baltimore City
14	229V	E/B Saratoga St at Charles St (2 Charles St)	FIN	Baltimore City
15	239V	N/B Gay St at Saratoga St (500 E. Lexington St)	FIN	Baltimore City
16	240V	N/B Gay St at Saratoga St (500 E. Lexington St)	FIN	Baltimore City
17	247V	E/B Saratoga St at Howard St (240 Howard St)	FIN	Baltimore City
18	260V	S/B Cathedral St at Mulberry St (400 Cathedral St)	FIN	Baltimore City
19	270V	E/B Lexington St at Calvert St (184 N. Calvert St)	FIN	Baltimore City
20	271V	W/B Fayette St at Calvert St (248 E. Fayette St)	FIN	Baltimore City
21	272V	W/B Fayette St at Gay St (101 Gay St)	FIN	Baltimore City
22	273V	E/B Baltimore St at Charles St (1 W. Baltimore St)	FIN	Baltimore City
23	274V	E/B Baltimore St at Charles St (1 W. Baltimore St)	FIN	Baltimore City
24	402V	W/B Lombard St at Hanover St & Charles St (36 S. Charles St)	FIN	Baltimore City
25	403V	W/B Lombard St at Frederick St & Market Pl (644 Lombard St)	FIN	Baltimore City
26	404V	N/B Charles St at Pleasant St (323 Charles St)	FIN	Baltimore City
27	405V	W/B Lombard St at Light St (100 Light St)	FIN	Baltimore City
28	256V	Hopkins St at Baltimore St- NO POWER	FIN	Baltimore City
29	263V	Calvert St at Centre St	FIN	Baltimore City
30	407V	Charles St at Lombard St- No Power	FIN	Baltimore City
31	408V	Fayette at Pine (630 W. Fayette St)	FIN	Baltimore City
32	409V	S. Paca at W. Camden St	FIN	Baltimore City
33	410V	Liberty at Lexington- NO POWER	FIN	Baltimore City
34	411V	Paca at Lombard	FIN	Baltimore City
35	146V	Baltimore at 22 S. Greene St- NO POWER	FIN	Baltimore City
36	414V	Fayette at North Paca (414 W. Paca)- NO POWER	FIN	Baltimore City
37	415V	Saratoga at Gay	FIN	Baltimore City
38	416V	Eutaw at Saratoga (301 N. Eutaw)	FIN	Baltimore City
39	417V	Paca at Baltimore St	FIN	Baltimore City
40	418V	Greene at W.Pratt (202 S. Greene)	FIN	Baltimore City
41	419V	W. Pratt at S. Greene- NO POWER	FIN	Baltimore City
42	420V	MLK at Pratt (121 S. Freemont)	FIN	Baltimore City

43	421V	Lombard at S. Freemont (733 W.Redwood)	FIN	Baltimore City
44	422V	S. Eutaw at Redwood- NO POWER	FIN	Baltimore City
45	423V	N. Eutaw at W. Centre (675 N. Eutaw)	FIN	Baltimore City
46	424V	Charles St at Lee St	FIN	Baltimore City
47	149V	In front of Arena on Baltimore St (W. Baltimore at N. Howard)	FIN	Baltimore City
48	150V	In front of Arena on Baltimore St	FIN	Baltimore City
49	151V	In front of Arena on Baltimore St	FIN	Baltimore City
50	429V	Fayette St at Holliday - NO POWER	FIN	Baltimore City
51	431V	N. Eutaw at Mulberry (401 Mulberry)	FIN	Baltimore City
52	432V	N. Eutaw at Franklin St	FIN	Baltimore City
53	434V	MLK at Lombard (733 Redwood St.) NO POWER	FIN	Baltimore City
54	046V	North Ave at Harford Rd.	BARREL	Baltimore City
55	056V	Park Hgts Ave. at Belverdere Ave - PERM NO POWER	BARREL	Baltimore City
56	063V	Coldspring Lane at Wabash Ave. - PERM NO POWER	BARREL	Baltimore City
57	099V	Northern Pkwy at Harford Rd. - PERM NO POWER	BARREL	Baltimore City
58	214V	Rogers Ave at Wabash Ave. - PERM NO POWER	BARREL	Baltimore City
59	220V	Cherry Hill Rd. at Waterview Ave. - PERM NO POWER	FIN	Baltimore City
60	455V	Belvedere at Park Heights - PERM NO POWER	BARREL	Baltimore City
61	466V	York Rd. at Woodbourne Ave. - NO POWER	BARREL	Baltimore City
62	475V	Howard at MLK	FIN	Baltimore City
63	163V	Eutaw at 29th Division- NO POWER	FIN	Baltimore City
64	043V	Eutaw at Preston	FIN	Baltimore City
65	465V	MLK at Lombard - NO POWER	FIN	Baltimore City
66	460V	Paca St. at W. Fayette St.- NO POWER	FIN	Baltimore City
67	047V	Aisquith st at North Ave	BARREL	Baltimore City
68	068V	Harford Ave at North Ave	BARREL	Baltimore City
69	044V	Catherdral at Eager St	FIN	Baltimore City
70	087V	Kelly Ave at Sulgrave- NO POWER	BARREL	Baltimore City
71	093V	Charles St. at University Pkwy.	FIN	Baltimore City
72	095V	33rd St at Old York Rd	BARREL	Baltimore City
73	171V	Argonee at McCallum	BARREL	Baltimore City
74	173V	Argonne Dr. at Montebello Cir(2301 Argonne Dr.)	BARREL	Baltimore City
75	054V	York Rd at Bellona- NO POWER	BARREL	Baltimore City
76	208V	Hillen at High St	BARREL	Baltimore City
77	219V	Univ Pkwy at Guilford Ave	FIN	Baltimore City
78	253V	Echodale at Harford	BARREL	Baltimore City
79	296V	33rd St at Guilford Ave	FIN	Baltimore City
80	446V	Pratt at Carey	FIN	Baltimore City
81	447V	Fort Ave at Lawrence St	FIN	Baltimore City
82	452V	Reisterstown near Patterson	FIN	Baltimore City
83	448V	Reisterstown Rd at Clarks Ia	FIN	Baltimore City
84	453V	Patterson Ave. at Reisterstown Plaza	FIN	Baltimore City
85	454V	Reisterstown Rd at Labryninth	FIN	Baltimore City
86		Light at Conway	FIN	Baltimore City
87		Pratt at Paca	FIN	Baltimore City
88	469V	Charles at Conway	FIN	Baltimore City

89	042V	Eutaw at Preston	FIN	Baltimore City
90	459V	Light at Lee	FIN	Baltimore City
91	463V	MLK at Fayette	FIN	Baltimore City
92	464V	MLK at Baltimore	FIN	Baltimore City
93	473V	Patapsco at Indus. Ent.	BARREL	Baltimore City
94	442V	Belair rd at Food Depot	BARREL	Baltimore City
95	329V	Greenmount at exeter Hall	BARREL	Baltimore City
96	331V	Liberty Heights at Druid pk dr	BARREL	Baltimore City
97	254V	Echodale at Harford	BARREL	Baltimore City
98	018V	Frankford at Belair	BARREL	Baltimore City
99	019V	Dundalk at Holabird	BARREL	Baltimore City
100	022V	Dundalk at Eastern Ave	BARREL	Baltimore City
101	472V	Hanover at Cromwell	BARREL	Baltimore City
102	471V	Hanover St. at W. McComas	BARREL	Baltimore City
103	467V	Edmondson Ave at Poplar Grove St (2837 Edmondson Ave)	BARREL	Baltimore City
104	332V	Hillen St at Colvin St (1016 Hillen St)	BARREL	Baltimore City
105	457V	Cold Spring Lane at Park Heights Ave. (4400 Park Heights Ave.)- NO POWER	BARREL	Baltimore City
106	016V	Belair at Arizona Ave. (5616 BelAir Rd.)	BARREL	Baltimore City
107	322V	Metro Dr at Seton Dr (4800 Seton Drive)	BARREL	Baltimore City
108	269V	Loch Raven at Havenwood	BARREL	Baltimore City
109	262V	Forest St. at Hillen St - NO POWER	BARREL	Baltimore City
110	255V	Hollins Ferry Rd. at Patapsco Ave(2101 Papapsco Ave)- NO POWER	BARREL	Baltimore City
111	225V	North Ave at McCulloh	BARREL	Baltimore City
112	248V	Franklin at Edmonson	BARREL	Baltimore City
113	192V	Edmonson Ave. at Bentalou	BARREL	Baltimore City
114	168V	Reisterstoen at Coldspring	BARREL	Baltimore City
115	142V	Edmonson at Swann- NO POWER	BARREL	Baltimore City
116	127V	Reisterstown at Rogers	BARREL	Baltimore City
117	315V	Caton Ave. at Wilkens Avenue	BARREL	Baltimore City
118	075V	Eastern Ave at Bayview Hosp	BARREL	Baltimore City
119	069V	York Rd. at Gittings Ave. (6300 York Rd.)- NO POWER	BARREL	Baltimore City
120	064V	Dolefield at Garrison	BARREL	Baltimore City
121	053V	Broening Hwy at Service Rd.	BARREL	Baltimore City
122	037V	Hanover St. at Baltic NO POWER	BARREL	Baltimore City
123	057V	Gwynns Falls Pkwy at opp Warwick Ave NO POWER	BARREL	Baltimore City
124	062V	Druid Park Dr. at Reisterstown Rd NO POWER	BARREL	Baltimore City
125	276V	Washington Blvd at Barre St. NO POWER	FIN	Baltimore City
126	328V	Edmondson Ave. at Swann Ave.	BARREL	Baltimore City
127	451V	Reisterstown Rd. at Fallstaff Rd. NO POWER	FIN	Baltimore City
128	456V	Park Heights Ave. at Cold Spring Lane NO POWER	BARREL	Baltimore City
129	462V	W Saratoga St at Paca St- NO POWER	FIN	Baltimore City
130	476V	St. Paul at Penn Station - PERM NO POWER	BARREL	Baltimore City
131	477V	Fayette St. at Liberty St. - NO POWER	FIN	Baltimore City
132	478V	Fayette St. at Liberty St. - NO POWER	FIN	Baltimore City
133	479V	Monument St. at Chester St. - NO POWER	BARREL	Baltimore City

134	480V	Washington St. at Monument St. - NO POWER	BARREL	Baltimore City
135	481V	Fort Ave at Lawrence St- NO POWER	FIN	Baltimore City
136	094V	St. Paul at 31st St. - NO POWER	FIN	Baltimore City
137	092V	N. Charles St. at 39th St. - NO POWER	FIN	Baltimore City
138	489V	Northern Pkwy at McClean Blvd. - NO POWER	BARREL	Baltimore City
139	490V	Sinclair La. at Frankford Ave. - NO POWER	BARREL	Baltimore City
140	126V	Reisterstown Rd. at Clarks La.- NO POWER	BARREL	Baltimore City
141	484V	Reisterstown Rd. at Opp Glen Ave.- NO POWER	BARREL	Baltimore City
142	172V	Frederick Ave. at Catherine St.- NO POWER	BARREL	Baltimore City
143	483V	Cloverdale Ave at Madison Ave.- NO POWER	BARREL	Baltimore City
144	111V	York Rd. at Glenwood Ave- NO POWER	BARREL	Baltimore City
145	487V	York Rd. at Winston Ave- NO POWER	BARREL	Baltimore City
146	488V	York Rd. at Belvedere Ave- NO POWER	BARREL	Baltimore City
147	482V	Caton Ave. at Wilkens Ave- NO POWER	BARREL	Baltimore City
148	516V	Goucher Blvd. at Prince Rd.- NO POWER	BARREL	Baltimore County
149	519V	Taylor Ave at Loch Raven- NO POWER	BARREL	Baltimore County
150	520V	Taylor Ave at Loch Raven- NO POWER	BARREL	Baltimore County
151	530V	Back River Neck Rd.at Middleborough Rd.- NO POWER	BARREL	Baltimore County
152	525V	Stemmers Run Rd. at Eastern Blvd.- NO POWER	BARREL	Baltimore County
153	529V	Stemmers Run Rd. at Old Eastern Ave.- NO POWER	BARREL	Baltimore County
154	528V	10 Stemmers Run Rd.- NO POWER	BARREL	Baltimore County
155	517V	Edmonson Ave. at Academy Rd.- NO POWER	BARREL	Baltimore County
156	518V	Craigmont Rd. at Ingleside Ave.- NO POWER	BARREL	Baltimore County
157	503V	N. Charles St. at E. Biddle St.- NO POWER	FIN	Baltimore City
158	521V	9105 Franklin Square Dr.- NO POWER	BARREL	Baltimore County
159	522V	Bet. Franklin Square Dr.at Lion Head Ct.- NO POWER	BARREL	Baltimore County
160	523V	Bet. Franklin Square Dr.at Rossville Blvd.- NO POWER	BARREL	Baltimore County
161	524V	Franklin Sq. Dr. at Paula Place- NO POWER	BARREL	Baltimore County
162	526V	Dundalk Ave. at Center Place.- NO POWER	BARREL	Baltimore County
163	527V	Dundalk Ave. at Center Place.- NO POWER	BARREL	Baltimore County
164	531V	Rossville Blvd. at US Route 40- NO POWER	BARREL	Baltimore County
165	588V	9700 Reisterstown Rd.- NO POWER	BARREL	Baltimore County
166	537V	6800 Loch Raven Blvd. at Taylor Ave.- NO POWER	BARREL	Baltimore County
167	536V	Loch Raven Blvd. at Taylor Ave.- NO POWER	BARREL	Baltimore County
168	576V	Reisterstown Rd. at Woodholme Circle.- NO POWER	BARREL	Baltimore County
169	575V	Reisterstown Rd. at Woodholme Ave- NO POWER	BARREL	Baltimore County
170	573V	Reisterstown Rd. at Old.Court Rd.- NO POWER	BARREL	Baltimore County
171	574V	4000 Old Court Rd.- NO POWER	BARREL	Baltimore County
172	532V	York Rd.at Aigburth Rd.- NO POWER	BARREL	Baltimore County
173	533V	6401 York Rd.- NO POWER	BARREL	Baltimore County
174	534V	6386 York Rd.- NO POWER	BARREL	Baltimore County
175	541V	Philadelphia at Fontana La.- NO POWER	BARREL	Baltimore County
176	498V	S. Calvert St. at E. Pratt St.- NO POWER	FIN	Baltimore City
177	501V	E. Lombard St. at S. Calvert St.- NO POWER	FIN	Baltimore City
178	502V	S. Light St. at Visitor's Center- NO POWER	FIN	Baltimore City

179	499V	W. Lombard St. at Hopkins Place- NO POWER	FIN	Baltimore City
180	166V	E. Lombard at S. Eaton St.- NO POWER	BARREL	Baltimore City
181	144V	North Ave. at Howard St.- NO POWER	BARREL	Baltimore City
182	197V	North Ave at Charles St. - NO POWER	BARREL	Baltimore City
183	198V	North Ave at St. Paul St.- NO POWER	BARREL	Baltimore City
184	199V	North Ave. at St. Paul St- NO POWER	BARREL	Baltimore City
185	505V	W. North Ave at Falls Rd.- NO POWER	BARREL	Baltimore City
186	542V	Philadelphia at Fontana La.- NO POWER	BARREL	Baltimore County
187	543V	8641 Philadelphia Rd.- NO POWER	BARREL	Baltimore County
188	504V	W. Pratt at S. Howard- NO POWER	FIN	Baltimore City
189	200V	W. North Ave. at Maryland Ave.- NO POWER	BARREL	Baltimore City
190	551V	East Ave. at Rolling Mill Rd.- NO POWER	BARREL	Baltimore County
191	708V	York Rd. at Chesapeake Ave.- NO POWER	BARREL	Baltimore County
192	709V	Dulaney Valley Rd. at Roundabout- NO POWER	BARREL	Baltimore County
193	563V	Liberty Rd. at Rockdale Terrance- NO POWER	BARREL	Baltimore County
194	564V	Liberty Rd. at Millford Mill Rd.- NO POWER	BARREL	Baltimore County
195	562V	Liberty Rd. at Essex Rd.- NO POWER	BARREL	Baltimore County
196	546V	Eastern Blvd.at Marlyn Ave.- NO POWER	BARREL	Baltimore County
197	549V	(W/B)Eastern Blvd. at Taylor Ave.- NO POWER	BARREL	Baltimore County
198	548V	(E/B)Eastern Blvd. at Taylor Ave.- NO POWER	BARREL	Baltimore County
199	556V	Eastern Ave. at Western Way.- NO POWER	BARREL	Baltimore County
200	550V	7940 Eastern Ave.- NO POWER	BARREL	Baltimore County
201	561V	6600 Security Blvd.- NO POWER	BARREL	Baltimore County
202	731V	Aquahart Rd. at Greenway Rd.- NO POWER	BARREL	Anne Arundel
203	719V	Ritchie Hwy at Marley Station Rd.- NO POWER	BARREL	Anne Arundel
204	722V	Jones Station Rd. at Ritchie Hwy.- NO POWER	BARREL	Anne Arundel
205	613V	Boston St. at S. Lakewood Ave.- NO POWER	BARREL	Baltimore City
206	614V	Boston St. at American Can Co.- NO POWER	BARREL	Baltimore City
207	615V	Fleet St. at Castle St.- NO POWER	BARREL	Baltimore City
208	626V	730 Fairmount Ave.- NO POWER	BARREL	Baltimore County
209	627V	730 Fairmount Ave.- NO POWER	BARREL	Baltimore County
210	628V	120 W. Pennsylvania Ave.- NO POWER	BARREL	Baltimore County
		NON-AD SHELTERS		
1	222V	Saratoga at Calvert- NO POWER	FIN	Baltimore City
2	436V	E. North Ave. at Greenmount Ave.	BARREL	Baltimore City
3	045V	North Ave. at Greenmount	BARREL	Baltimore City
4	109V	The Alameda at 33rd St.- NO POWER	BARREL	Baltimore City
5	440V	Cold Spring La at Loch Raven Blvd	BARREL	Baltimore City
6	439V	Cold Spring La at 43rd St.	BARREL	Baltimore City
7	438V	Cold Spring La at the Alameda	BARREL	Baltimore City
8	437V	North Ave opp. Thomas Ave- PERM NO POWER	BARREL	Baltimore City
9	050V	Bloomingtondale Rd at Walbrook Ave- PERM NO POWER	BARREL	Baltimore City
10	052V	North Ave at Bloomingtondale Rd	BARREL	Baltimore City
11	190V	North Ave at Park Ave	BARREL	Baltimore City
12	330V	Park Ave at North Ave PERM NO POWER	BARREL	Baltimore City
13	108V	E. Fort Ave at Wallace St- PERM NO POWER	BARREL	Baltimore City

14	445V	Greenmount at Chase- PERM NO POWER	BARREL	Baltimore City
15	443V	Belair at Brenden Ave	BARREL	Baltimore City
16	441V	Belair at Parkside Dr	BARREL	Baltimore City
17	449V	Belair at Parkside Dr-- NO POWER	BARREL	Baltimore City
18	444V	Washington Blvd at Monroe St	BARREL	Baltimore City
19	076V	Eastern Ave at Ponca St	BARREL	Baltimore City
20	070V	York Rd at Northern Pkwy- NO POWER	BARREL	Baltimore City
21	213V	York Rd at Northern Pkwy- NO POWER	BARREL	Baltimore City
22	230V	Northern Pkwy at York Rd- NO POWER	BARREL	Baltimore City
23	065V	Dolefield Ave & Hilton Rd- NO POWER	BARREL	Baltimore City
24	191V	Fayette at Broadway PERM NO POWER	BARREL	Baltimore City
25	492V	Druid Park Lake Dr. at Callow Ave.- PERM NO POWER	BARREL	Baltimore City
26	493V	Bellona Ave. at Rogers Forge Rd.- PERM NO POWER	BARREL	Baltimore County
27	591V	Loch Raven Blvd. at Sherwood Ave.- NO POWER	BARREL	Baltimore City
28	592V	Loch Raven Blvd. at Belvedere Ave.- NO POWER	BARREL	Baltimore City
29	594V	Loch Raven Blvd. at Northern Pkwy.- NO POWER	BARREL	Baltimore City
30	595V	Cold Spring La. at Loch Raven Blvd.- NO POWER	BARREL	Baltimore City
31	590V	Belvedere Ave. at The Alameda- NO POWER	BARREL	Baltimore City
32	596V	Patapsco Ave. at Potee St.- NO POWER	BARREL	Baltimore City
33	597V	Baltimore St. at Pulaski St.- NO POWER	BARREL	Baltimore City
34	701V	Rossville Blvd. at Shakerwood Rd.- NO POWER	BARREL	Baltimore County
35	598V	Sinclair La. at Moravia Rd.- NO POWER	BARREL	Baltimore City
36	599V	Falls Rd. at Poly/Western HS- NO POWER	BARREL	Baltimore City
37	600V	Sinclair La. at Parkside Dr.- NO POWER	BARREL	Baltimore City
38	703V	Ridgley Rd. at York- NO POWER	BARREL	Baltimore County
39	704V	Ridgley Rd. at York - NO POWER	BARREL	Baltimore County
40	702V	Geipe Rd. at Rolling Rd.- NO POWER	BARREL	Baltimore County
41	705V	Woodlawn Dr. at Windsor Mill Blvd.- NO POWER	BARREL	Baltimore County
42		23 North Howard St.	FIN	Baltimore City
43		110 North Howard St. - 2 shelters	FIN	Baltimore City
44		315 North Howard St.	FIN	Baltimore City
45		518 North Howard St.	FIN	Baltimore City
46		715 North Howard St.	FIN	Baltimore City
47		890 North Howard St.	FIN	Baltimore City
48		201 West Baltimore St.	FIN	Baltimore City
49		Mondawmin Transit Center - Reisterstown Rd. & Liberty Road 10 shelters	FIN	Baltimore City
50		205 North Howard St. - 3 shelters	FIN	Baltimore City
51	601	Bayview Blvd. at Commons Dr.- NO Power	BARREL	Baltimore City
52	602	Bayview Blvd. at Commons Dr.	BARREL	Baltimore City
53	603	Edmonson Ave. at Swann Ave.- NO POWER	BARREL	Baltimore City
54	604	Paca St. at Saratoga St.	FIN	Baltimore City
55	605	Greene St. at Saratoga- NO POWER	BARREL	Baltimore City
56	606	Baltimore St. at Paca St.	FIN	Baltimore City
57	607	Baltimore St. at President St.- NO POWER	FIN	Baltimore City
58	609	Highland Ave. at Baltimore St.	BARREL	Baltimore City
59	610	Eastern Ave. at Pembroke- NO POWER	BARREL	Baltimore City

60	611	Eastern Ave. at 54th St.- NO POWER	BARREL	Baltimore County
61	612	Eastern Ave. at 54th St.	BARREL	Baltimore County
		SUMMARY		
		Summary	Advertising	Non-Advertising
		Baltimore City	163	65
		Baltimore County	44	8
		Anne Arundel	3	0
		Total Shelters	210	73

FIN = FIN Flange meaning that the top of the shelter is arched and not flat.

A. Shelter Construction

1. The MTA and contractor shall mutually agree upon all new bus shelter locations.
2. MTA shall pay for shelter acquisition and construction based upon time and materials. MTA and will deduct the costs from net revenues due to MTA.
3. The Contractor will secure the necessary permit fees. MTA will seek to have the local jurisdiction waive permit fees. In particular, Baltimore City agrees to waive the fees for Minor Privilege Permits but no other fees, including building permit fees. For particulars on the permit process, see Section C of this Attachment L.
4. The Contractor shall pay MTA on quarterly basis for any electric use. The cost shall be based upon sampling and assessment or metering. MTA will pay BGE electric charges.

B. Shelter Design

1. Approved shelters - MTA and local jurisdictions currently approve shelters manufactured by Enseicom, specifically; see **Attachment N** Specifications Drawings, for examples of shelters.
2. FIN (Cantilever) shelters are preferred within the boundaries of the Baltimore Central Business District defined as the east side: I-83, west side Martin Luther King Jr. Blvd, south side: Inner Harbor, north side: North Avenue (C-5 Zoning District). Barrel shelters are preferred in all other locations.
3. Contractor may offer their own shelter designs for MTA’s consideration and approval, subject to the following minimum required design standards. Vendors will be expected to address the following functionality and design:
 - a. Shelters shall have the capability of being modified to meet the requirements of each site.
 - b. The Contractor shall ensure that all materials supplied on this contract meet the latest requirements of the Underwriters Laboratory labeling.
 - c. All shelters shall at a minimum comply with all Federal, State, and local accessibility requirements.
 - d. It is the sole responsibility of the Contractor to verify the completeness of the shelter and advertising material list to meet the intent of the specifications, the details in the MTA’s specifications notwithstanding.
 - e. It is intended that each bus shelter that contains advertising shall contain at a single end one back-lit advertising display box with provisions for displaying advertising on both sides. For purposes of providing passenger visibility of approaching transit vehicles, the advertising box or panel shall be located at the end of the shelter opposite the direction from which transit vehicles

approach. The side panel on the opposite side of the lighted advertising panel shall be of appropriate size to provide visibility and accommodate wheelchair/pedestrian access, as required by the Americans with Disabilities Act.

- f. Shelters shall have a roof.
- g. Shelter material shall generally be expected to be tolerant of high winds, temperature extremes, salt corrosion, and sunlight. Shelters shall conform to all applicable federal, local, and State of Maryland safety, electrical, and structural codes. Materials, particularly those on exposed finish surfaces, shall be attractive, durable and resistant to graffiti and vandalism.
- h. Shelters, depending upon location, shall generally be rectangular in shape. MTA may grant exceptions to accommodate narrow sidewalks.
- i. All other non-advertising bus shelter side panels are to be composed of transparent (tinted green), tempered safety glass (at least 3/8 inches thick) or equivalent materials, and shall be resistant to etching, scratching, or discolorations due to exposure of sunlight.
- j. Transparent tinted rear and side panels shall include decals or strips to visually alert pedestrians against accidental collisions. All side panels shall be installed above the adjoining sidewalk grade to minimize the accumulation of trash and debris.
- k. Each shelter shall include a bench made of aluminum or other approved structurally equivalent material and shall be designed to prevent reclining or lying down.
- l. Each bus shelter shall be fastened to sidewalk paving surfaces with structural grade bolts. All exposed construction bolts and associated hardware shall be of a tamper-proof design and meet safety requirements.
- m. All shelters shall be illuminated. MTA prefers that illumination be powered by solar panels attached to the shelter. Where solar powered illumination is not feasible, the contractor shall install electric service according the standards of the local utility. This may include the installation of individual meters. Electric service must be below grade and include two conduits.
- n. The Contractor, MTA or a local jurisdiction may propose site-specific (i.e., unique) designs based on commercial requirements or community preferences. Unique shelters shall conform to the standards established in the section. For bus stops with boardings in excess of 250 per day, MTA may require larger shelters. Revenue associated with such shelters shall be established via Letter of Agreement with the MTA.
- o. Public telephones and vending machines may not be installed at any shelter.

C. Permit Application Process

1. Proposed Sites - The MTA and Contractor will mutually agree upon a list of proposed shelter locations. The list shall specify the location of each bus shelter including the street name and address, zoning district, bus shelter design to be installed, distances from street and curbs, proposed

method of electrical service provision, and any other information which may be requested by the MTA, State Highway Administration or local jurisdiction.

2. For mutually agreed upon sites, the MTA and local jurisdiction may solicit community input.
3. Shelters located on State-owned property (e.g., MTA, numbered Maryland State highways) are not required to obtain local jurisdiction approval or permits, however, MTA shall notify the local jurisdiction as shelters are proposed.
4. Upon approval, the Contractor shall begin construction within 60 days.
5. The Contractor shall obtain at the Contractor's cost all applicable permits to work in the public right-of-way.
6. Payment of Fees - The Contractor shall be responsible for payment of all applicable fees for permits assessments, or taxes that are part of the bus shelter and advertising application and installation process.
7. Notification of Adjoining Property Owners – The Contractor, MTA and local government jurisdiction will agree on how to handle the notification of adjoining property owners.

D. Shelter Installation

1. MTA will appoint a "Project Supervisor" who will coordinate all work with the Contractor.
2. Adherence to Law. The Contractor agrees to perform all services in accordance with all zoning, safety, and access laws, regulations, and standards. The bus shelters shall be subject to all State, federal, local and City zoning, safety, access, design and air space laws, regulations, and requirements.
3. The Contractor shall be responsible for site preparation (including arrangement for utilities), construction, materials, and labor during the installation and construction phase. The Contractor shall be responsible for any accidents at its work sites.
4. The Contractor shall ensure that installation of the shelters does not hamper or impede MTA operations and passenger loading, both during and after construction.
5. The Contractor shall confer with MTA regarding the replacement of existing MTA-owned bus shelters, including the disposition of shelters that are removed.
6. Inspection. Installation of bus shelters shall be subject to the MTA's field inspection for conformance to structural and electrical codes and other applicable regulations.
7. During any work performed all responsibility to maintain the pedestrian and /or traffic shall be the responsibility of the Contractor. Traffic control plans shall be reviewed and approved by the local jurisdiction or State Highway Administration as appropriate.
8. During the course of the Contract, periodic progress meetings will be organized and conducted by the MTA's Representative to discuss the progress of the Contract. The Contractor shall attend these meetings.

9. All materials and equipment shall be installed and completed in a neat and workmanlike manner in accordance with the best modern methods and practices. Any materials or equipment installed which shall not present an orderly and reasonably neat workmanlike appearance shall be removed and replaced at the Contractor's expense when so directed by the MTA Project Supervisor.
10. It shall be the sole responsibility of the Contractor to protect and safeguard materials, tools and equipment. The MTA and the local jurisdiction shall not assume any responsibility for vandalism and/or theft of the Contractor's material, tools and equipment being used during the life of this contract.

E. Accepted and Closeout

1. The Contractor shall notify the MTA Project Supervisor, in writing, when the work at each site is completed.
2. Upon receipt of the notification, the Project Supervisor will make an inspection.
3. Acceptance of the work will be made only when all items of work are completed to the Project Supervisor's satisfaction.
4. Advertising revenue will start accruing to the MTA no later than 14 days after shelter has been completed.
5. Safety Equipment. The Contractor shall furnish and maintain in good condition all necessary safety equipment, barricades, signs, flashing lights, etc., as required for this type of work in accordance with the latest OSHA, MOSHA, and EPA rules and regulations, plus those in effect by the local jurisdiction and the MTA.
6. The Contractor shall be responsible for all utility coordination and hookup arrangements, including notifying Miss Utility prior to any excavations. All bus shelters sites are to be provided by the MTA "as is" and without any other warranties.
7. No bus shelter shall be physically constructed over a sidewalk less than 10 feet wide, on a traffic island, or on a grade over 10% except as approved in writing by the MTA Project Supervisor. Where sidewalks are less than 10 feet wide a shelter pad shall be provided, or a narrow shelter may be approved.
8. Generally, no part of any bus shelter shall be placed within forty-five (45) feet from any adjacent point of curb return or 10 feet from any driveway unless adequate sight distance can be provided to the satisfaction of the MTA Project Supervisor.
9. Shelters must not obstruct any existing bikeway, or impede or obstruct travel by pedestrians, wheelchairs, or vehicles. Shelters must not block motorists' sight lines at intersections or obstruct pedestrian footways. The minimum clearance between bus shelters and any other adjoining facility or objects such as trees or utility poles shall be thirty-six (36) inches, except as approved in writing by the MTA Supervisor.

10. Where a sidewalk does not presently exist at a bus shelter installation site, the Contractor shall, at its cost, be responsible for installation of concrete pad conforming to the jurisdiction or State if located on State roadway. Any additional improvements, such as sidewalk curbing, etc. may be deducted as cost on time and materials basis from the minimum guarantee as approved by MTA and the Contractor.
11. Bus Shelters on Private Owned Land. A shelter may not be constructed on private property without the written consent of MTA, the appropriate local jurisdiction and the property owner.
12. As Built Drawing. The Contractor shall provide the MTA, local jurisdiction or State Highway Administration as appropriate with “as built” engineering quality plans for each bus shelter location that is installed, which shall include distances to nearby buildings, standpipes, utility poles, etc.
13. The Contractor shall provide the MTA with an updated listing (specifying type and location) of:
 - a. completed shelters,
 - b. shelters under construction, and
 - c. proposed shelters.

ATTACHMENT M – REVENUES

Net Revenues Received by Contractor – Prior Years 2007 through 2011:

2011	4 th Quarter	Oct. – Dec.	\$167,983.46
	3 rd Quarter	July – Sept.	\$157,904.60
	2 nd Quarter	April – June	\$193,722.11
	1 st Quarter	Jan. – March	\$238,933.20
2010	4 th Quarter	Oct. – Dec.	\$336,954.92
	3 rd Quarter	July – Sept.	\$263,723.55
	2 nd Quarter	April – June	\$307,998.17
	1 st Quarter	Jan. – March	\$160,513.99
2009	4 th Quarter	Oct. – Dec.	\$230,527.70
	3 rd Quarter	July – Sept.	\$254,722.55
	2 nd Quarter	April – June	\$242,039.01
	1 st Quarter	Jan. – March	\$188,934.46
2008	4 th Quarter	Oct. – Dec.	\$267,159.24
	3 rd Quarter	July – Sept.	\$436,194.67
	2 nd Quarter	April – June	\$367,211.89
	1 st Quarter	Jan. – March	\$161,073.15
2007	4 th Quarter	Oct. – Dec.	\$305,684.70

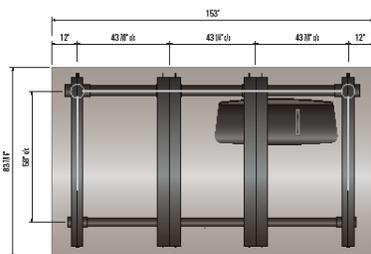
ATTACHMENT N – SAMPLES OF SHELTERS

1. 13 foot cantilevered shelter.

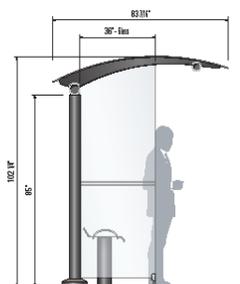
Bus System CANTILEVER SINGLE SHELTERS

ITEM 1 - OPTION 1 / WITHOUT AD BOX

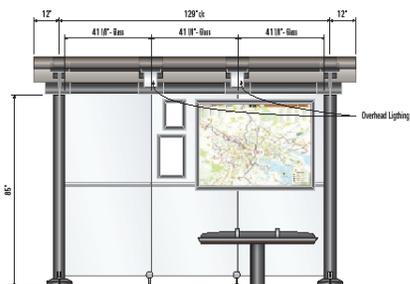
Shelter fabricated of aluminum c/w 3/8" dk tempered glass at back, sides.
 Aluminum components of shelter receive black powder coat paint.
 3/8" dk bronze "GE XL-10 Lexan" roof
 Shelter supplied with following items:
 • (1) three seated steel bench with "e-coat" & black powder coat paint.
 • (2) Standard "MTA" map frames for 8 1/2" x 11", 11" x 17" & 12" x 54 1/2" paper sizes.
 • (2) Overhead lighting fixtures
NOTE:
 41 1/8" x 81" rear glass panels are "MTA" standard
QUANTITY: To be determined



TOP VIEW • Scale: 1/4" = 1'-0"



LEFT ELEVATION • Scale: 1/4" = 1'-0"



FRONT ELEVATION • Scale: 1/4" = 1'-0"



RIGHT ELEVATION • Scale: 1/4" = 1'-0"

PROJECT: QT09-0357
PROJECT NO.: D 6325-BS-11
DATE: J

CLIENT:
 MTA - Maryland Transit Adm.
 Howard Street Corridor, Baltimore, MD
 Project: Lexington LRT Shelters
 MTA Location: Con-Mobility

DATE: March 19th, 2010
SCALE: 1/4" = 1'-0"
DESIGNER: J. Bricebold

APPROVAL:
 APPROVED BY: []
 CHECKED BY: []
 DATE: []
 BY: []
 TITLE: []

NOTICE:
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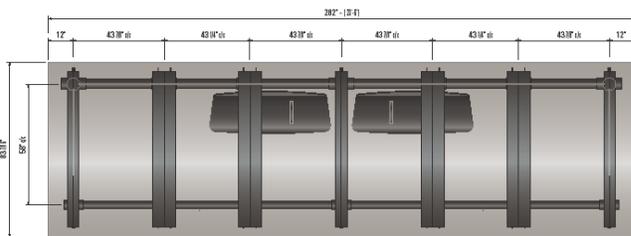
ensei.com
 200 W. BROADWAY, SUITE 2000, NEW YORK, NY 10038
 TEL: 212.512.1000 FAX: 212.512.1001

2. 23 foot cantilevered bus shelter.

Bus System CANTILEVER DOUBLE SHELTERS

ITEM 2 - OPTION 1 / WITHOUT AD BOX

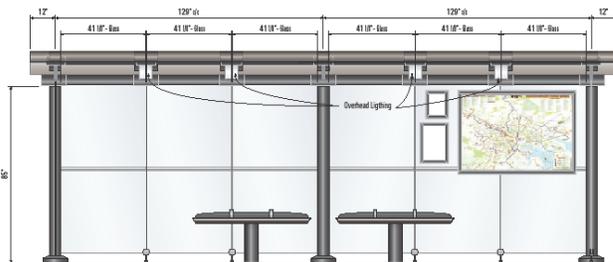
Shelter fabricated of aluminum c/w 3/8" dk tempered glass at back, sides.
 Aluminum components of shelter receive black powder coat paint.
 3/8" dk bronze "GE XL-10 Lexan" roof
 Shelter supplied with following items:
 • (2) three seated steel bench with "e-coat" & black powder coat paint.
 • (2) Standard "MTA" map frames for 8 1/2" x 11", 11" x 17" & 12" x 54 1/2" paper sizes.
 • (4) Overhead lighting fixtures
NOTE:
 41 1/8" x 81" rear glass panels are "MTA" standard
QUANTITY: To be determined



TOP VIEW • Scale: 1/4" = 1'-0"



LEFT ELEVATION • Scale: 1/4" = 1'-0"



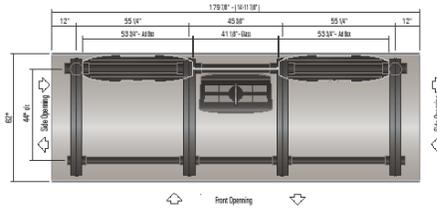
FRONT ELEVATION • Scale: 1/4" = 1'-0"

1. 13 foot cantilevered narrow shelter – with advertising.

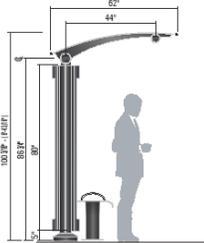
CANTILEVER NARROW SHELTER

WITH (2) D/F AD BOXES

Shelter fabricated of aluminum c/w 3/8" thick tempered glass at back & sides.
 Aluminum components of shelter receive black #30/60019 powder coat paint.
 3/16" thick brace "GE XL-10" polycarbonate roof with trim extrusion on front & rear edge.
 Shelter supplied with following items:
 • (2) D/F media Ad box fabricated of aluminum with tempered glass faces for 45" x 66" visual
 • (1) double seated steel bench with "e-coat" & black powder coat paint.
NOTE:
 41 1/8" x 81" rear glass panels are "MTA" standard



TOP VIEW • Scale: 3/8" = 1'-0"



LEFT ELEVATION • Scale: 3/8" = 1'-0"



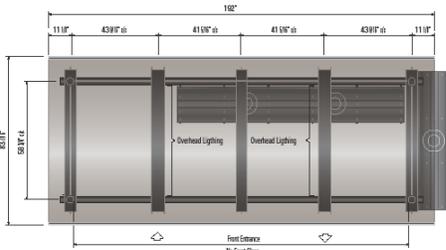
FRONT ELEVATION • Scale: 3/8" = 1'-0"

2. 16 foot barrel shelter.

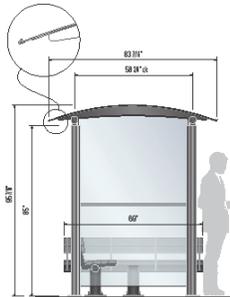
"Disc Terminal" BARREL SHELTERS

ITEM 2 - OPTION 2 / WITHOUT AD BOX

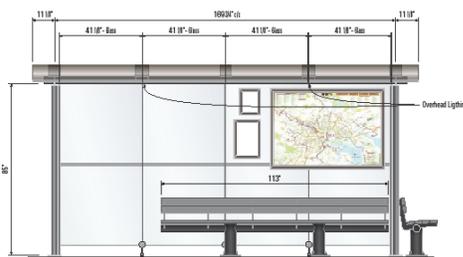
Shelter fabricated of aluminum c/w 3/8" thick tempered glass at back & sides.
 Aluminum components of shelter receive black powder coat paint.
 20" thick cold form brace "GE XL-10 Lexan" roof with trim-edge aluminum extrusion.
 Shelter supplied with following items:
 • (1) five seated recycle plastic slats & steel bench with "e-coat" & black powder coat paint.
 • (1) three seated recycle plastic slats & steel bench with "e-coat" & black powder coat paint.
 • (2) Standard "MTA" sign frames for 8 1/2" x 11", 11" x 17" & 42" x 54 1/2" paper sizes.
 • (2) Overhead lighting fixtures.
NOTE:
 41 1/8" x 81" rear glass panels are "MTA" standard
QUANTITY: To be determined



TOP VIEW • Scale: 3/8" = 1'-0"



LEFT ELEVATION • Scale: 3/8" = 1'-0"



FRONT ELEVATION • Scale: 3/8" = 1'-0"

1. 12 Foot Cantilevered Solar Shelter

