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. 1**
Contract No.: MTA-1432
Commuter Bus Routes 310 and 320

DATE: March 19, 2014

Enclosed and effective this date is Addendum No. 1 to the subject Contract. This addendum reflects changes made to the solicitation as follows:

Page 106 Item No. 1 of the Lease Agreement changed to reflect 6 MTA provided vehicles and the VIN Numbers will be assigned at the time of award.

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 proposal package.

All other terms and conditions remain unchanged.

Sincerely,

Heide Parlitor (for)

Lisa Dunlap
Procurement Officer
Procurement Division

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM NO. 1 TO SOLICITATION MTA-1432

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. 1**
Contract No.: MTA-1432
Commuter Bus Route 310 and 320

DATE: March 26, 2014

Enclosed and effective this date is Addendum No.1 to the subject Contract. This addendum reflects changes made to the solicitation as mentioned below:

Page 100 **ATTACHMENT I-PERFORMANCE BOND-** Contract number and description has been corrected to reflect MTA-1432 Commuter Bus Route 310 and 320

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

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,

Heidi Parlato (for)

Lisa Dunlap CPPB
Chief
Procurement Division

Acknowledgement of receipt of ADDENDUM # 1 to Solicitation #MTA-1432

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. 2**
Contract No.: MTA-1432
Commuter Bus Route 310 and 320

DATE: March 26, 2014

Enclosed and effective this date is Addendum No.1 to the subject Contract. This addendum reflects changes made to the solicitation as mentioned below:

Page 100 **ATTACHMENT I-PERFORMANCE BOND-** Contract number and description has been corrected to reflect MTA-1432 Commuter Bus Route 310 and 320

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

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,

Heide Parlato (for)

Lisa Dunlap CPPB
Chief
Procurement Division

Acknowledgement of receipt of ADDENDUM # 1 to Solicitation #MTA-1432

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-1432
Commuter Bus Routes 310 and 320

DATE: April 1, 2014

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

Correct Lease Agreement Attachment J to reflect six MTA provided vehicles (3 vehicles for Route 310 and 3 vehicles for Route 320)

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 proposal package.

All other terms and conditions remain unchanged.

Sincerely,

Heidi Partlett (for)

Lisa Dunlap
Procurement Officer
Procurement Division

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM NO. 3 TO SOLICITATION MTA-1432

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. 4**
Contract No.: MTA-1432
Commuter Bus Routes 310 and 320

DATE: April 3, 2014

Enclosed and effective this date is Addendum No. 4 to the subject Contract. This addendum reflects changes made to the solicitation as follows:

Page 22	**ITEM D1:**	**"The MTA coaches assigned to this contract will need to be retired at the end of 2017."**
Page 89	**SCHEDULE OF PRICES:**	**Vehicles updated to six (6)**
Page 89	**SCHEDULE OF PRICES:**	**"The MTA will provide up to three (3) buses to operate on the 310 line and three (3) buses to operate the 320 line.**

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,

Heli Tallelin (for)

Lisa Dunlap, CPPB
MTA Procurement Officer

Acknowledgement of receipt of ADDENDUM # 4 to Solicitation #MTA-1432

Vendor Name: _____

_____ _____

Authorized Representative's Signature Date

STATE OF MARYLAND

MARYLAND DEPARTMENT OF TRANSPORTATION

MARYLAND TRANSIT ADMINISTRATION

MULTI-STEP INVITATION FOR BIDS (MS-IFB)

SOLICITATION NO. MTA-1432

COMMUTER BUS ROUTES 310 AND 320

Issue Date: March 7, 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: COMMUTER BUS ROUTES 310 AND 320
Solicitation No: MTA-1432

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:	**COMMUTER BUS ROUTES 310 AND 320**
Solicitation Number:	**MTA-1432**
IFB Issue Date:	**March 7, 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:	**March 18, 2014 at 10:00am Local Time** **Maryland Transit Administration** **Contracts Administration Division** **6 St. Paul, 7th Floor, Rooms 731-732** **Baltimore, MD 21202**
Closing Date and Time:	**April 14, 2014 at 2:00pm Local Time**
Public Bid Opening:	**April 18, 2014 at 10:00am Local Time** **Maryland Transit Administration** **Contracts Administration Division** **6 St. Paul, 7th Floor, Rooms 731-732** **Baltimore, MD 21202**
MBE Subcontracting Goal:	**5%**
VSBE Subcontracting Goal:	**0.5%**

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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 Multi-Step Invitation for Bids (IFB) to provide contracted commuter bus services between Columbia, Jessup and Elkridge, and Baltimore, Maryland. See **Attachment Q** for the Service Schedule.

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 for three (3) years with two (2) one (1) year renewal options. 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. **Contract Monitor (CM)** – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope.

i. **Contractor** – The selected Bidder that is awarded a Contract by the State.

j. **Department or MTA** – Maryland Transit Administration.

k. **eMM** – eMaryland Marketplace (see IFB Section 1.8).

l. **Invitation for Bids (IFB)** – This Invitation for Bids solicitation issued by the MTA, Solicitation Number MTA-1432 dated March 7, 2014, including any addenda.

m. **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.

n. **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.

o. **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.

p. **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.

q. **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.

r. **State** – The State of Maryland.

s. **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).

t. **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.

u. **Working Day(s)** – Same as "Business Day(s)."

1.3 Contract Type

The Contract resulting from this solicitation shall be a fixed price with cost adjustment as defined in COMAR 21.06.03.02A(3).

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 three (3) years with two (2) one (1) year renewal options 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, 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 **March 18, 2014**, beginning at **10:00am** Local Time, at **6 St. Paul Street, 7th Floor, Room 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 **March 14, 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 **March 14, 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/bso/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: ldunlap2@mta.maryland.gov. Please identify in the subject line the Solicitation Number and Title. Questions, both oral and written, will also be accepted from prospective Bidders attending the Conference. If possible and appropriate, these questions will be answered at the Conference.

Questions will also be accepted subsequent to the Conference and should be submitted to the Procurement Officer (**see above email address**) in a timely manner prior to the Bid due date. Questions are requested to be submitted no later than **Noon on March 19, 2014**. 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 Multi-Step Competitive Sealed Bidding method under COMAR 21.05.02.17.

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 **2:00pm** Local Time on **April 14, 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 be **at 10:00am Local time on April 18, 2014** at **6 St. Paul Street, 7th Floor, Room 731-732, Baltimore, Maryland 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.

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:

1.29.1 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.

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

1.29.3 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 31 "Prompt Payment" (see **Attachment A**). Additional information is available on GOMA's website at:

http://www.mdminoritybusiness.com/documents/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/bso/), and electronic data interchange.

D. In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.30 “Payments by Electronic Funds Transfer”) and subject to the exclusions noted in section E of this subsection, 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/Offeror or potential Bidder/Offeror;
   (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/Offeror or potential Bidder/Offeror 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/Offeror 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 **5%** of the total contract dollar amount has been established for this procurement.

There are no MBE subcontractor participation subgoals 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-MDOT MBE Form A 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 using **Attachment D-MDOT DBE/MBE Form E**.
(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 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-MDOT DBE/MBE Form E** (Good Faith Efforts Guidance and Documentation).

1.32.7 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).

1.32.8 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

1.33.1 NOTICE TO BIDDERS/OFERORS

Questions or concerns regarding the Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal of this solicitation must be raised before the due date for submission of Bids/Proposals.

1.33.2 PURPOSE

The Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the VSBE subcontractor participation goal stated in this solicitation. VSBE performance must be in accordance with this section and **Attachment O**, as authorized by COMAR 21.11.13. The Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this section and **Attachment O**.

1.33.3 VSBE GOALS

A VSBE subcontract participation goal of **0.5%** of the total Contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the Bidder or Offeror agrees that this percentage of the total dollar amount of the Contract will be performed by verified veteran-owned small business enterprises.

1.33.4 SOLICITATION AND CONTRACT FORMATION

A Bidder/Offeror must include with its Bid/Proposal a completed Veteran-Owned Small Business Enterprise Utilization Affidavit and Subcontractor Participation Schedule (**Attachment O-1**) whereby:

(1) the Bidder/Offeror acknowledges it: a) intends to meet the VSBE participation goal; or b) requests a full or partial waiver of the VSBE participation goal. If the Bidder/Offeror commits to the full VSBE goal or requests a partial waiver, it shall commit to making a good faith effort to achieve the stated goal.
(2) the Bidder/Offeror responds to the expected degree of VSBE participation as stated in the solicitation, by identifying the specific commitment of VSBEs at the time of Bid/Proposal submission. The Bidder/Offeror shall specify the percentage of contract value associated with each VSBE subcontractor identified on the VSBE Participation Schedule.

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

Within 10 Working Days from notification that it is apparent awardee, the awardee must provide the following documentation to the Procurement Officer.

(1) VSBE Project Participation Statement (**Attachment O-2**);

(2) If the apparent awardee believes a full or partial waiver of the overall VSBE goal is necessary, it must submit a fully-documented waiver request that complies with COMAR 21.11.13.07; and

(3) Any other documentation required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the VSBE subcontractor participation goal.

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.

1.33.5 CONTRACT ADMINISTRATION REQUIREMENTS

The Contractor, once awarded the Contract shall:

1. Submit monthly to the Department a report listing any unpaid invoices, over 45 days old, received from any VSBE subcontractor, the amount of each invoice, and the reason payment has not been made.

2. Include in its agreements with its VSBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor 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 VSBE participation obligations. These records must indicate the identity of VSBE and non-VSBE subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. The subcontract agreement documenting the work performed by all VSBE participants must be retained by the Contractor and furnished to the Procurement Officer on 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 VSBE participation obligations. The Contractor must retain all records concerning VSBE participation and make them available for State inspection for three years after final completion of the Contract.

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

1.34 Performance Guarantees

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

a. A performance bond shall be in the format specified in Attachment I. The completed form shall be delivered to the MTA within ten (10) business days of receiving notification of recommendation for Contract award. The following surety bond qualifications shall apply:

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

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

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

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

b. A pledge of U.S. Government Securities or cash held in escrow by a Maryland bank in the amount of 100% of the total, five-year estimated contract ceiling price to be held by a Maryland bank in escrow for the term of the contract and any extensions thereto. The form of the pledge must allow the MTA to direct the bank to liquidate the securities and withdraw funds from the escrow account upon presentation to the bank of a certification from the MTA Administrator that the Contractor has been issued a notice of termination for default in accordance with the terms of the contract. No countersignature or approval of the Contractor shall be required. The pledge must be signed and notarized by authorized officials of both the Contractor and the bank.

c. An irrevocable Letter of Credit (LOC) issued by a Maryland financial institution in a form acceptable to the MTA in the amount of 10% of the total, five-year estimated contract ceiling price. The form of the LOC must allow the MTA to draw upon the funds upon presentation to the bank of a certification from the MTA Administrator that the Contractor has been issued a notice of termination for default in accordance with the terms of the contract. No countersignature or approval of the Contractor shall be required. The LOC must be signed and notarized by authorized officials of both the Contractor and the bank.

d. Retaining of a portion of the contractor's gross billing amount until the termination of the contract or when the retainage equals 10% of the total, five-year estimated contract ceiling price, whichever occurs first. The portion retained shall be 10% of each monthly billings for all billings covering the first year of services and five percent (5%) thereafter until the 10% ceiling is reached. If the contract is terminated for default, the retainage shall be forfeited. Forfeiture shall not be construed as a waiver of any other remedies the MTA is entitled to exercise under the contract or at law.

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 Location of the Performance of Services Disclosure

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

1.42 Department of Human Resources (DHR) Hiring Agreement

This solicitation does not require a DHR Hiring Agreement.

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 shall provide a staff member that is identified as a Route Manager which must have at least 5 years of experience in providing fixed route service. As proof of meeting this requirement, the Bidder shall provide with its Bid a copy of the resume of the Route Manager. This position must be approved by the MTA.

2.1.2 All bus operators must be trained in wheelchair operations and the proper securement of the wheelchairs in the buses. As proof of meeting this requirement, the Bidder shall provide with its Bid a certificate of completion of the training.

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SECTION 3 – SPECIFICATIONS

3.1 Background and Purpose

The State is issuing this solicitation to secure the services of a bus company to operate commuter bus services morning and afternoon trips each weekday as described in Section 3.2. The Contractor shall be responsible for providing handicapped accessible service on these routes. All coaches must be equipped with wheelchair lift equipment in compliance with the Americans with Disabilities Act (ADA).

The MTA, one of six modal administrations of the Maryland Department of Transportation (MDOT), is responsible for the provision and coordination of transit service throughout the State of Maryland. Starting in 1985, the MTA implemented service under two new programs, the Baltimore Commuter Bus Program and the Washington Commuter Bus Program.

The Washington Bus Program provides commuter bus service from suburban Residential areas in Maryland to Washington, D.C., Washington Metrorail stations and selected employment centers in the Washington Metropolitan region.

All fares generated from this service shall accrue to the benefit of the MTA. The Contractor shall receive an operating subsidy from the MTA.

3.2 Specification - Requirements

The Contractor shall provide services as detailed in this contract. See Attachment Q for the Services Schedule. Failure to provide said services in accordance with the terms of this contract will result in the assessment of liquidated damages as prescribed herein.

3.2.1 Vehicle Requirements

A. Contractor Provided Equipment

1. The contraction is responsible for providing lift-equipped buses for all the commuter runs.

2. The contract requires buses to be 55-passenger or larger over the road (OTR) type buses for the required commuter bus service.

3. The contractor is responsible to provide backup (spare) transit vehicles as necessary in the event that any vehicle(s) becomes inoperative or is out-of-service for maintenance.

B. Type of Vehicle

1. The contract shall provide OTR vehicles measuring a minimum of forth-five (45) feet in length with a minimum seating capacity for 55 people.

2. At no time during the term of the contract shall any bus be more than twelve (12) years of age or have more than one million hub odometer miles.

3. Vehicles are required to have properly functioning, operable air conditioning and heating units and must maintain a comfort level of 68-72 degrees Fahrenheit inside the coach whenever customers are on board. Failure to comply with this requirement will result in a penalty equal to the cost of the run.

Further, all vehicles shall have upholstered high backed seats, functioning restrooms, operable overhead reading lights for each seat and wheelchair lifts that are in full compliance with the American Disability Act (ADA).

4. All vehicles must have communication capabilities and be equipped with Global Positioning Satellite (GPS) transmitters that communicate to the main offices of the Contractor. Detailed specifications on the type of vehicles and communications equipment to be used, as primary and back up must be included in the bidder's technical proposal.

5. School buses or modified van-type vehicles are **NOT** acceptable.

C. Service Changes

1. The Contractor, at MTA's sole discretion, may be required to increase or decrease the number of buses on any service line.

2. Additional buses must be placed in service within twenty (20) operating days from the MTA's notice to provide additional buses.

3. The contract price will be adjusted by multiplying the revised revenue miles by the applicable revenue mile cost. This is the sole equitable adjustment to be made as a result of any change to the required service.

4. If the change in service requires an increase in time in order to be accomplished, the Contractor must request a time extension within twenty (20) operating days from the beginning of the delay. The Procurement Officer, upon receipt of a written request for a time extension, shall ascertain the facts and adjust the completion date as the findings justified.

5. Funding shall be provided in the total not-to-exceed contract amount for payment to the Contractor for additional service. Additional services are defined as adding daily trips or extending the current route revenue miles.

6. Payments for additional service shall be based on the current per mile costs at the time of the request for additional service. All unused monies remaining in this additional service fund shall be retained by the MTA.

7. MTA shall be responsible for establishing schedules and may add or delete trips, alter trip lengths, and/or adjust schedules are required. MTA will work with the Contractor to ensure that service schedules (see **Attachment Q**) are both effective and efficient; however, MTA retains final authority concerning these issues. If scheduled services are adjusted, payments to the Contractor shall be adjusted based upon the cost per scheduled route miles.

8. MTA shall be responsible for preparation and production of schedules and rider bulletins. The Contractor shall maintain a supply of schedules on each bus operated and agree to distribute other rider information on an as-needed basis.

D. MTA Provided Equipment

1. The MTA will offer to lease to the Contractor six (6) lift-equipped buses to assist the Contractor during the first three (3) years of this contract only. The MTA coaches assigned to this contract will need to be retired at the end of 2017.

2. The Contractor should prepare to replace these coaches with qualified equipment of their own fleet for the last two (2) years of the contract.

3. If the Contractor chooses not to accept the MTA's offer, this shall not reduce the Contractor's responsibility for providing lift-equipped vehicles in accordance with the Specification – Requirements Section 3.2.3, Accessibility Requirements and current state and federal regulations.

4. See **Attachment J** for the terms of the Lease Agreement.

E. Maintenance and Condition

1. The Contractor shall maintain the buses, including the MTA leased buses, in good, clean condition both operationally and appearance-wise. The Contractor shall provide the personnel, parts, equipment, supplies and supervision necessary to perform all preventive and repair maintenance to keep the vehicles clean, in good working order and to maintain service continuity. Every bus shall meet the criteria of the Commercial Vehicle Safety Alliance and the laws of the State of Maryland.

2. Not less than fifteen (15) days prior to the scheduled start of service, the Contractor shall provide the MTA with a valid Maryland Public Service Commission inspection certificate, for each vehicle to be used in providing the required service. Additionally, the Contractor must maintain valid certificates in the vehicle maintenance records during the contract period. The Contractor will incur the cost of these inspections.

F. Inspection

1. Every bus shall receive a daily pre-trip inspection before being placed in service. These daily pre-trip inspections shall be supplemented by regular weekly inspections to insure the proper operating condition of the buses. A record of all such inspections shall be kept by the Contractor and be available to the MTA as part of the Route Manager's weekly report (refer to Specification - Requirements, Section 3.2.6). A copy of the pre-trip inspection form shall be submitted with the bid documents.

2. Non – MTA owned vehicles designated to be used for MTA Commuter Bus service are subject to periodic inspection of vehicle and records as deemed necessary by the MTA. This includes any spare vehicles to be used to operate this service.

3. The Contractor shall provide MTA with copies of all state inspection certificates required by law. MTA reserves the right, at its sole discretion, to inspect and reject, temporarily or permanently, by notice to the Contractor, any vehicle the Contractor proposes to use, or subsequently uses which MTA deems unacceptable.

G. Appearance

1. The Contractor shall be responsible for maintaining the buses' internal and external appearance. Buses shall be kept clean. The inside of each bus, including restrooms, shall be cleaned daily. Additionally, the outside of each bus shall be washed daily, weather permitting. The restroom, if any on board, shall be maintained in operable condition with no noticeable odors at any time.

H. Identification

1. Transit vehicles used to provide service shall display the logo of the Contractor. In addition, a decal supplied by the MTA, stating the following: "Commuter Service Provided under contract to the Maryland Transit Administration" shall be placed near the front entrance of the bus.

2. MTA will provide appropriate destination signs including route and trip numbers for the front windshield. Signs must be displayed whenever service is provided. If the signs are lost, the Contractor will bear the cost of replacing the signs.

3.2.2 Personnel Requirements

The Contractor shall be responsible for the employment of all personnel required to provide the detailed services.

A. Operators

1. The Contractor shall certify to the MTA that its drivers are in compliance with the Federal Motor Carrier Safety Regulations for Operators and all other applicable state and federal regulations as of the start of this contract.

2. Every bus operator shall have a valid Commercial Driver's License. The Contractor shall ensure that its drivers maintain their compliance.

3. The Contractor shall also be responsible for providing back-up drivers in the event of primary driver absence. Back-up drivers shall meet the same standards as the primary drivers.

B. Management

1. Contract management staff must have at least 5 years of management experience in providing fixed route service. The service requires a Route Manager which must be identified by the Contractor and approved by the MTA. The Route Manager must have at least 5 years of experience in operating a fixed route service.

3.2.3 Accessibility Requirements

The Contractor shall provide ADA compliant lift-equipped service. This is fixed route services proceeding from stop to stop. If additional lift-equipped vehicles are required, the successful bidder shall be responsible to obtain the additional vehicle(s).

A. Specific Requirements

1. ADA compliant lift-equipped commuter buses must be maintained in proper and safe operating conditions as judged by industry standards and the MTA.

2. Drivers shall be trained in the operation of the equipment and in passenger assistance.

3. Contractor must submit to the MTA documentation that each driver has been trained in wheelchair operations and the proper securement of the wheelchairs in the buses with its bid.

4. The Contractor must submit a copy of the training manual with its bid.

5. The Contractor shall maintain written records for each accessible trip provided and the route number.

3.2.4 On-Time Performance

Failure to perform on the part of the Contractor shall result in damages payable to MTA.

A. Standards

1. The Contractor shall maintain a 95% on-time performance standard.

2. On-time performance is the measure by which the Contractor will be evaluated in meeting the daily operating requirements of the line.

3. Each trip will be judged as on time or late.

    a. An on-time trip is when a bus meets the arrival times of the first and last trips posted in the public timetables.
    b. A late trip is when a bus departs the first scheduled stop, and/or arrives at the last scheduled stop, eight minutes or more past the times posted in the public timetables.

4. The exception to these on-time guidelines are documented on the Daily Service Reports and approved by the contract manager in order to be exempt from the performance standard.

5. A one-way trip is defined as the total revenue miles, in either direction, between first pick up point and last drop off point.

6. A trip not operated is defined as a scheduled trip not made, or replacement trip not substituted before next schedule trip.

7. The Contractor must report any accident involving personal injury or any mechanical related failure in which the service does not operate or where passengers are forced to move from one vehicle to another within 30 minutes of the accident.

B. Extreme Weather Conditions & Special Situations

1. The Contractor shall make every effort to maintain service, without compromising safety, during major snowstorms and similar inclement weather.

2. The Contractor shall include a description of established procedures used to ensure service continuity under adverse operating conditions such as inclement weather, unexpected road conditions, or other conditions beyond its control.

3. The MTA shall establish a procedure with the Contractor for notifying the media and MTA when service shall not operate due to inclement weather.

4. When such notification is followed, the Contractor compensation shall be reduced by an amount equal to the number of trips canceled times the unit cost of each canceled trip.

5. For service partially operated under these conditions, the MTA may reimburse the Contractor such as operators already reported and/or dispatched.

3.2.5 Route Manager

A. The Contractor shall designate a Route Manager to supervise the complete and proper operation of the required bus service.

B. The Route Manager shall be responsible for the following:

1. Scheduling of all assigned personnel;

2. Arranging the assignment of back-up personnel or vehicles whenever necessary;

3. Assuring schedule route adherence;

4. Preparing weekly and monthly summaries of vehicle operator's daily manifests;

5. Provide route supervision;

6. Submit Daily Service Reports electronically (**Attachment P**);

7. Resolving operational problems and/or passenger complaints and accurately reporting these problems and other customer service issues to the MTA in a timely manner;

8. Coordinating all vehicle maintenance and inspections;

9. Produce and provide all required reports in the required time frames;

10. Be the primary point of contact between MTA's project manager and the Contractor; and

11. Have the authority to modify operations to meet emergency situations.

3.2.6 Operations Reports

A. The Contractor shall maintain daily and monthly Trip Reports including verification of the number of trips operated, bus identification number, number of passengers per trip, type of fare collected and on-time performance. These records shall be made available for review by the MTA, and shall be made part of the monthly payment invoice.

B. Additionally, the Contractor shall submit monthly reports, according to the terms of the Vehicle Lease and Maintenance Agreement, for the MTA leased bus(es).

C. The Contractor shall report weekly to MTA's Project Manager to discuss any possible operational problems or issues. This weekly report may be made by facsimile or telephone.

D. Personal injury accidents shall be reported to MTA within 30 minutes of the incident.

E. All maintenance records including daily pre-trip inspections must be available upon request by the MTA or its designee.

3.2.7 Regulatory Reporting including the National Transit Database

A. Section 15(b) of the Federal Transit Act of 1990, as amended, requires agencies that receive Federal Transit Administration (FTA) funds to provide specified operating statistics.

B. This data is used by FTA to determine federal grant apportionments.

C. The Contractor shall furnish the required statistics to MTA that is to be collected every fourth business day and submitted no later than the fifth business day of the following month.

D. The Project Manager will furnish the Contractor with the requirements and the time frames for furnishing all such information.

3.2.8 Subcontracting

A. The Contractor shall not subcontract any of the transportation services associated with the contract.

B. The remaining portions of the contract may only be subcontracted, assigned or otherwise disposed of with the prior written consent of the Procurement Officer.

C. Any subcontract, assignment or other disposition of all or part of this Contract without the express written consent of the Procurement Officer shall be void ab initio.

D. Consent to subcontract, assign or otherwise dispose of any portion of the Contract shall not be construed to relieve the Contractor or Surety of any responsibility for the fulfilling of all the requirements of the Contract.

E. The Contractor shall incorporate by reference or otherwise include these General Conditions and the Contract Terms in every subcontract issued pursuant to or under this Contract.

F. Further, the contractor shall furnish to the MTA, proof of insurance from the subcontractors in the same amount as the contractor is required to provide.

3.2.9 Liquidated Damages

A. Type of Vehicle – An amount equal to 200% of each one-way trip price shall be imposed as liquidated damages each time an unacceptable vehicle is used to provide service.

B. Inspection Records – Failure to produce these records within the specified time will result in liquidated damages of $100 per day, per bus.

C. Vehicle Appearance – Liquidated damages of $100 will be assessed for each one-way trip operated with a bus that is deemed unacceptable in appearance by the MTA.

D. Identification – Liquidated damages of $100 will be assessed for each day that each vehicle operates without specified decals and $100 will be assessed for each trip operated without the appropriate destination signs.

E. Non Coverage – Liquidated damages of $500 per trip shall be assessed for any service trip when the Contractor does not provide a bus in compliance with ADA requirements or when the lift-equipment is non-operational.

F. On-time Performance - Liquidated damages of $1,000 shall be assessed to the Contractor for any consecutive five operating days in which the on-time performance is less than 95%.

G. Early Departure – Liquidated damages of 200% of the per-trip cost shall be assessed for each trip which departs a scheduled stop early.

H. One-way Trip Not Operated – Liquidated damages of 200% of the per-trip cost shall be assessed for each one-way trip not operated. Liquidated damages of 400% of the per trip cost shall be assessed for each one-way trip not operated that is the last trip scheduled in either direction for either a.m. or p.m. service.

3.2.10 Fares and Pass Sales

A. FARES

1. Fares shall be established by the MTA and are subject to change at the MTA's discretion. Ample notice shall be provided to the operator and passengers prior to any fare changes. The Contractor

shall be responsible to assure that each bus rider pays the appropriate fare. Fare table will be sent to the Contractor prior to the start of the service. All fares collected shall accrue to the benefit of the MTA.

2. Riders displaying valid MARC monthly passes shall be permitted to ride without additional fare payment. The Contractor shall assure the passes are valid by type, zone and date. MTA employees who show the bus operator a valid MTA photo identification badge shall be allowed to ride free.

B. PASS SALES

1. The Contractor may be required to sell MTA Commuter Bus fare media. Such fare media shall be produced by the MTA or its contractor and distributed to operators on a consignment basis, if required. Contractor will assure that applicable fare media shall be available for sale on all buses operated under contract to the MTA. Contractor may enforce an "exact change" fare policy. Any shortages of funds shall be the sole responsibility of the Contractor.

2. If required, the MTA shall provide the Contractor with an initial supply of passes on consignment. The Contractor shall be required to purchase such passes at face value in advance. Payment in the form of cash or company check must be received by the MTA before passes are distributed to the Contractor, unless payment for passes is deducted from the current invoice. If the amount is deducted from the invoice, the Contractor shall include the consignment documentation as part of the invoice detail. At termination of the contract, the Contractor shall return all unused passes to the MTA for reimbursement.

3. The Contractor is required to participate in any regional transit benefit program as approved by the MTA. Examples include the paper transit benefit program (Commuter Choice) administered by the MTA and transit checks. Redemption of these vouchers is the responsibility of the Contractor.

4. If the MTA changes or modifies its fare collection system, the Contractor shall be responsible for allowing the installation of fare collection hardware on all its buses used to support this Contract.

5. All funds due shall be subject to MTA verification.

3.2.11 Fare Collection and Reporting

A. The Contractor shall be responsible for assuring that all riders pay the appropriate fares as noted per the "Fares" section of this agreement.

B. The Contractor shall maintain daily and monthly Trip Reports for the service. Daily Trip Reports shall be completed and signed by the driver assigned to each trip. Daily Trip Reports shall include verification of the trip operated, bus identification number, number of passengers per trip (including fare zone and type of fare paid), as well as, scheduled and actual departure and arrival times of the trip. An example of a Daily Trip Report is attached (**Attachment N**).

C. Information per the Day Trip Reports shall be summarized into Monthly Trip Reports. The Contractor shall submit Monthly Trip Reports to the MTA within seven calendar days of the close of the month. Daily Trip Reports are to be kept by the contractor and made available to MTA staff upon request through the duration of the contract period. Payments of monthly invoices shall not be processed until all required reports have been submitted. An example of a Monthly Trip Report is attached (**Attachment N**).

D. All fares collected accrue to the benefit of the MTA. A monthly summary of ridership and cash due shall be reported in accordance with **Attachment N**, and shall accompany the monthly invoice for service provided.

3.2.12 Daily Service Reports

A. Commuter Bus Daily Service Reporting (Attachment P) requires that all contractors complete and send in the appropriate forms prior to the 12 noon deadline each day Commuter Bus Service operates.

B. The reporting period for each form will cover all afternoon trips from the previous day along with all morning trips from the date of the report.

C. This information must be emailed to the Commuter Bus Deputy Director, Superintendant, and Customer Service Representative.

D. Listed below is the specific information required to complete the form. Note if no deficiencies occurred during the reporting period, the form must still be turned in indicating that there were no reportable incidents.

1. Trips missed
2. Trips that departed more than 8 minutes late from the first scheduled stop.
3. Trips that incurred a mechanical breakdown in service and did not complete trip
4. Trips that had heating air conditioning deficiencies and failed to maintain a comfortable temperature.
5. Trips that experienced wheelchair operation malfunctions including lift, doors, chairs, alarms and tie down constraints.
6. Trips that incurred delays more than 30 minutes from the scheduled time at any stops
7. Trips that are involved in any type of accident
8. Trips in which there is any type of medical or police incident that occurs on the bus or at any stop
9. Trips where any altercations occurred between passengers or passengers and operators
10. Trips that carried standing passengers

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 visual 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:

A. Acceptable to the MTA
B. 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 has been named as an additional insured.

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 change in circumstance which changes 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 will be provided MBE Monthly Reports based upon the commitment to the goal within ten (10) days of notice to proceed by an Office of Fair Practices representative.

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SECTION 4 – BID FORMAT

4.1 Two Part Submission

A. Bids shall be submitted in the following manner:

1. Step One will consist of the submission of technical proposals and price bids. This step will include the evaluation of the technical information and, if appropriate, discussion and modification of them.

2. Step Two is the opening of Sealed Price Bids. This step is limited to those bidders who have submitted acceptable technical proposals in Step One. Bids submitted are evaluated and the award is made in accordance with State Procurement Regulations, COMAR 21.05.02.

B. Bidders shall clearly outline their comprehensive approach to fulfilling all the requirements and fully describe their plans for addressing each element in the Scope of Services.

C. The Step One technical proposal will consist of a complete technical response in accordance with Section C of these Instructions to Bidders, including the Bidders qualifications and resources as specified in Attachment K labeled "Bidder's Questionnaire".

D. Each bid must be responsive to all requirements stated in these instructions, which includes the essential requirements of the Scope of Services, Insurance Requirements and Bidder's Questionnaire.

E. Proposed deviations to the specifications and scope of services shall be clearly and conspicuously identified for evaluation purposes or it will be assumed that no deviation exists.

F. Bidders shall give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon requests, should not be disclosed by the MTA under the Maryland Public Information Act, Section 10-611 of the Annotated Code of Maryland.

G. Bidders shall submit their technical proposal and their price bid at the same time.

H. One original and four (4) copies of each, the Technical Offer and one original Bid Price Form, shall be placed in separate, sealed envelopes or other appropriate packaging, with labels indicating "Technical Offer" or "Bid Price Form" as appropriate. These two separate envelopes/packages should then be placed in a singled sealed envelope or other appropriate package along with any Minimum Qualification documentation that may be required (see Section 2) and all other Required Bid Submissions (see Section 4.4). This single envelope/package shall bear the IFB title and number, name and address of the Bidder, and closing date and time for receipt of the Bids.

4.2 Technical Offer

4.2.1 Technical Offer Requirements

A. Bidders are advised to submit technical proposals which are fully and clearly acceptable without additional explanations or information. The MTA shall determine as to whether a proposal is acceptable without obtaining further information. However, if the MTA deems it necessary to obtain sufficient acceptable proposals, to assure adequate price competition in the second step, or deems it in its best interest, the MTA may request further information from bidders. Such information will be requested in

connection with proposals which the MTA considers reasonably susceptible of being made acceptable by the additional information. In this regard, such information normally will only be requested to clarify or supplement but not change any proposal as submitted and, for this purpose, the MTA may discuss any such proposal with the bidder.

B. Evaluation of the proposals will be based upon the criteria contained in this IFB. The proposals as submitted will be categorized as:

1. Acceptable;
2. Reasonably susceptible of being made acceptable by additional information clarifying or supplementing, but not changing the proposal as submitted; or
3. In all other cases, unacceptable.

C. Any proposal which fails to conform to the essential requirements of the specifications may be considered unacceptable.

D. The Procurement Officer may request bidders in category "2" as defined in Item 4.2.1B2 above to submit additional information, setting forth to the extent practicable the nature of the deficiencies in the proposal as submitted or the nature of the additional information required. The Procurement Officer may fix an appropriate time to conclude discussions, if any, submit all additional information, and to incorporate such additional information as part of their proposal as submitted. Such time may be extended at the sole discretion of the Procurement Officer. If the additional information incorporated as part of a proposal makes it acceptable, the proposal will be so categorized. Otherwise, the proposal will be categorized as unacceptable.

E. Bidders determined to have submitted an unacceptable proposal will be informed of the determination and the reasons therefore upon completion of the technical evaluations. Their price bids will be returned unopened.

4.2.2 Technical Offers will not be opened publicly, but will be opened in the presence of at least two (2) State employees. Technical Offers will then be reviewed. Prior to the Bid Price Form opening, Technical Offers will be shown only to State employees and members of the review committee with a legitimate interest in them.

4.2.3 Technical Criteria

A. The following criteria shall determine the acceptability of each item listed or provided under Section 4.2.1 "Technical Offer Requirements." All criteria are pass/fail. Technical Offers are not ranked but determined to be acceptable or not acceptable.

B. The bids received will be carefully evaluated for acceptance with the requirements of this IFB. The acceptance criteria are as follows:

1. **Timeliness –** In order to be considered, all technical proposals and price bids must be received by the Issuing Office no later than the date and time provided in Section 1.10. Bids arriving after the closing date and time shall be rejected.

2. **Completeness** – Each technical proposal will be reviewed to ascertain that the Bidder meets minimum qualifications detailed in Section 2 and all the information requested in the Specification Requirements detailed in Section 3.2 Sections has been completely furnished. Proposals determined to be incomplete may be declared unacceptable.

3. **Vehicle Requirements –** Each bidder is responsible for providing and ensuring that all coaches on the service are lifted equipped as detailed in Section 3.2.

4.2.4 After Technical Offers have been reviewed, Bidders whose Technical Offers are determined not to be acceptable, based upon the technical criteria as set forth in Section 4.2.3, will be notified in writing that their Bids are not acceptable and being rejected. Included with the rejection notice, the unopened Bid Form will also be returned. Bid Forms from only those Bidders whose Technical Offers have been found acceptable shall be publicly opened at the date, time, and place specified in the Key Information Summary Sheet and IFB Section 1.13.3.

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 1.24); 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 1.14 "Confidentiality of Bids").

4.4.2 **Minimum Qualifications Documentation:**

The Bidder shall submit any Minimum Qualifications documentation that may be required, as set forth in Section 2 "Bidder Minimum Qualifications."

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 Bidder's Questionnaire (**Attachment K**).

4.4.4 **Additional Attachments *<u>If Required</u>**: 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.**
d. Completed Veteran's Owned Small Business Enterprise Form (**Attachment O**) ***see Section 1.33**

4.4.5 **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.

4.4.6 **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.

4.4.7 **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).

4.4.8 **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 five (5) Business Days from notification by the Procurement Officer that the Bidder has been determined to be the apparent awardee.

4.4.9 **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.

4.4.10 **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, number court, 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.

4.4.11 **Fully Executed Bidders Questionnaire (Attachment K):**

All bidders shall identify the buses currently in their inventory by VIN, model, year and seating, which buses in its current inventory will be assigned to this contract. If the required buses are not in inventory, the bidder is required to furnish proof that such buses will be available in the event of contract award, this is to include a letter of availability from the vehicle vendor/lessor and commitment of financing. All buses shall be wheelchair lift equipped in compliance with ADA requirements.

4.4.12 **Inspection Certificates:**

All bidders must provide copies of all required inspection certificates as identified in Section 3.2.1D.

4.4.13 **Pre-Trip Inspection Forms:**

All bidders must provide copies of all required pre-trip inspection forms as identified in Section 3.2.1E.

4.4.14 **Accessible Service Plan:**

All bidders must provide copies of the Accessible Service Plan that supports Section 3.2.3.

4.4.15 **Extreme Weather Plan:**

All bidders must provide copies of the Extreme Weather Plan that is described in Section 3.2.4B.

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**, if applicable; ***see Section 1.32**,
d. completed MBE **Attachment D-MDOT DBE/MBE Form E** if a waiver has been requested, and if applicable; ***see Section 1.32**,
e. completed Lease Agreement, if applicable; ***see Section 3.2.**
f. completed Performance Bond, if applicable, ***see Section 1.35**.
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.**

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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-1 through D-6. Attachment D-1 must be properly completed and submitted with the Bidder's Technical Bid or the Bid will be deemed non-responsive and rejected. Within 10 Business days of receiving notification of recommendation for Contract award, the Bidder must submit Attachments D-2 and D-3 and, if the Bidder has requested a waiver of the MBE goal, usually Attachment D-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 – PERFORMANCE BOND
If required (see Section 1.35), this Attachment is to be completed and submitted within ten (10) Business days of receiving notification of recommendation for award.

ATTACHMENT J – Lease Agreement
The Lease Agreement must be completed and submitted within ten (10) Business days of receiving notification of recommendation for award.

ATTACHMENT K – Bidder's Questionnaire
The Bidder's Questionnaire must be completed and submitted with the Bid.

ATTACHMENT L – Contractor's Safety Requirements

ATTACHMENT M – Contractor's Substance Abuse Program

ATTACHMENT N – Daily and Monthly Trip Report

ATTACHMENT O – Veteran's Owned Small Business Enterprise Forms
If required (see Section 1.33), these Attachments include the VSBE Attachments O-1 through O-2. Attachment O-1 must be completed and submitted with the Technical Proposal. Attachment O-2 is required to be submitted within ten (10) Business Days of receiving notification of recommendation for award.

ATTACHMENT P – Daily Service Report

ATTACHMENT Q – Daily Service Schedule

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ATTACHMENT A – CONTRACT

(CONTRACT TITLE)

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 "Contract Monitor" means the Department employee identified in Section 1.6 of the IFB as the Contract Monitor.

1.4 "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).

1.5 "Department" means the Maryland Transit Administration.

1.6 "IFB" means the Invitation for Bids for (solicitation title) Solicitation # (solicitation number), and any addenda thereto issued in writing by the State.

1.7 "Procurement Officer" means the Department employee identified in Section 1.5 of the IFB as the Procurement Officer.

1.8 "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 Invitation for Bid (IFB) with addenda(s)
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 Go-Live date contained in the written Notice to Proceed. From this Go-Live date, the Contract shall be for a period of approximately (number of years of base term of Contract) years (change to months if necessary) beginning (anticipated Contract start date) and ending on (anticipated end date of base term of Contract).

3.2 Further, this Contract may be extended for (number of Option Years) periods of one year each at the sole discretion of the Department and at the prices quoted in the Bid for Option Years. (Delete this section if there are no Option Years, and change the numbering of the next section to 3.2).

3.3 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.

4.5 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: (name of Procurement Officer)
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)
_____	Or designee:
Date	
	_____
	_____
	Date

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

_____
Assistant Attorney General

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

Rev. 08/01/2013

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):

_____

_____

_____

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)

Rev. 07/01/2013

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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)

Rev. 3/11/2013

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 __% (enter MBE goal percentage and MBE subgoal percentages if any) 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-MDOT MBE Form A**) 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/Offeror 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, using the Good Faith Efforts Guidance and Documentation **Attachment D – MDOT MBE/DBE Form E, Parts 2 through 5.**

  d) Any other documentation required by the Procurement Officer to ascertain Bidder/Offeror 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.

Rev. 08/01/2013

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. Good Faith Efforts Guidance and Documentation – **Attachment D – MDOT MBE/DBE Form E, Parts 2 through 5** (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)

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. **MTA-1432**, I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)

☐ I have met the overall certified Minority Business Enterprise (MBE) participation goal of **five** percent (**5%**) 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

MDOT-OP 012-2 (9/11)

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.

*** 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.

MDOT-OP 013-2 (9/11)

MDOT MBE FORM B

STATE-FUNDED CONTRACTS

MBE PARTICIPATION SCHEDULE

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

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.	

MDOT-OP 013-2 (9/11)

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.

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 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.
☐ 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:** _____ **(If dually certified, check only one box.)** ☐ African American-Owned ☐ Hispanic American- Owned ☐ Asian American-Owned ☐ Women-Owned ☐ Other MBE Classification _____	3.1. **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). **_____% (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)** 3.2 **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). _____% Total percentage of Supplies/Products **x _____60% (60% Rule)** **_____% (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)**

☐Please check if Continuation Sheets are attached.

MDOT-OP 013-2 (9/11)

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 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.
☐ 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:** _____ **(If dually certified, check only one box.)** ☐ African American-Owned ☐ Hispanic American- Owned ☐ Asian American-Owned ☐ Women-Owned ☐ Other MBE Classification _____	3.1. **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). **_____% (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)** 3.2 **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). _____% Total percentage of Supplies/Products **x _____60% (60% Rule)** **_____% (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)**

☐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)

MDOT MBE/DBE FORM E
GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

PART 1 – GUIDANCE FOR DEMONSTRATING GOOD FAITH EFFORTS TO MEET MBE/DBE PARTICIPATION GOALS

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE)/Disadvantaged Business Enterprise (DBE) participation goal (including any MBE subgoals) on a contract, the bidder/offeror must either (1) meet the MBE/DBE Goal(s) and document its commitments for participation of MBE/DBE Firms, or (2) when it does not meet the MBE/DBE Goal(s), document its Good Faith Efforts to meet the goal(s).

I. Definitions

MBE/DBE Goal(s) – "MBE/DBE Goal(s)" refers to the MBE participation goal and MBE participation subgoal(s) on a State-funded procurement and the DBE participation goal on a federally-funded procurement.

Good Faith Efforts – The "Good Faith Efforts" requirement means that when requesting a waiver, the bidder/offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE/DBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE/DBE participation, even if those steps were not fully successful. Whether a bidder/offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the bidder/offeror has made. The efforts employed by the bidder/offeror should be those that one could reasonably expect a bidder/offeror to take if the bidder/offeror were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements. The determination concerning the sufficiency of the bidder's/offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

Identified Firms – "Identified Firms" means a list of the DBEs identified by the procuring agency during the goal setting process and listed in the federally-funded procurement as available to perform the Identified Items of Work. It also may include additional DBEs identified by the bidder/offeror as available to perform the Identified Items of Work, such as DBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms or is a State-funded procurement, this term refers to all of the MBE Firms (if State-funded) or DBE Firms (if federally-funded) the bidder/offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

Identified Items of Work – "Identified Items of Work" means the bid items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE/DBE Firms. It also may include additional portions of items of work the bidder/offeror identified for performance by MBE/DBE Firms to increase the likelihood that the MBE/DBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the bidder/offeror identified as possible items of work for performance by MBE/DBE Firms and should include all reasonably identifiable work opportunities.

MBE/DBE Firms – For State-funded contracts, "MBE/DBE Firms" refers to certified **MBE** Firms. Certified MBE Firms can participate in the State's MBE Program. For federally-funded contracts, "MBE/DBE Firms" refers to certified **DBE** Firms. Certified DBE Firms can participate in the federal DBE Program.

GFE Guidance (07/12/12)

II. Types of Actions MDOT will Consider

The bidder/offeror is responsible for making relevant portions of the work available to MBE/DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/DBE subcontractors and suppliers, so as to facilitate MBE/DBE participation. The following is a list of types of actions MDOT will consider as part of the bidder's/offeror's Good Faith Efforts when the bidder/offeror fails to meet the MBE/DBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Bid Items as Work for MBE/DBE Firms

1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE/DBE Firms. If the procurement provides a list of Identified Items of Work, the bidder/offeror shall make all reasonable efforts to solicit quotes from MBE Firms or DBE Firms, whichever is appropriate, to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE/DBE Firms to increase the likelihood that the MBEDBE Goal(s) will be achieved.

2. Identified Items of Work by Bidders/Offerors

(a) When the procurement does not include a list of Identified Items of Work, bidders/offerors should reasonably identify sufficient items of work to be performed by MBE/DBE Firms.

(b) Where appropriate, bidders/offerors should break out contract work items into economically feasible units to facilitate MBE/DBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder/offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms or DBE Firms to Solicit

1. DBE Firms Identified in Procurements

(a) Certain procurements will include a list of the DBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified DBE Firms, the bidder/offeror shall make all reasonable efforts to solicit those DBE firms.

(b) Bidders/offerors may, and are encouraged to, search the MBE/DBE Directory to identify additional DBEs who may be available to perform the items of work, such as DBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE/DBE Firms Identified by Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE/DBE Firms, bidders/offerors should reasonably identify the MBE Firms or DBE Firms, whichever is appropriate, that are available to perform the Identified Items of Work.

(b) Any MBE/DBE Firms identified as available by the bidder/offeror should be certified in the appropriate program (MBE for State-funded procurements or DBE for federally-funded procurements)

(c) Any MBE/DBE Firms identified as available by the bidder/offeror should be certified to perform the Identified Items of Work.

C. Solicit MBE/DBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:

(a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE/DBE Firms to respond;

(b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE/DBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and

(c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE/DBE, and other requirements of the contract to assist MBE/DBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. "All" Identified Firms includes the DBEs listed in the procurement and any MBE/DBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE/DBE Firms who are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.

3. "Electronic Means" includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE/DBE cannot access the information provided by electronic means, the bidder/offeror must make the information available in a manner that is accessible by the interested MBE/DBE.

4. Follow up on initial written solicitations by contacting DBEs to determine if they are interested. The follow up contact may be made:

(a) by telephone using the contact information in the MBE/DBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or

(b) in writing *via* a method that differs from the method used for the initial written solicitation.

5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE/DBE Firms certified to perform the work of the contract. Examples of other means include:

(a) attending any pre-bid meetings at which MBE/DBE Firms could be informed of contracting and subcontracting opportunities;

(b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website; and

(c) effectively using the services of other organizations, as allowed on a case-by-case basis and authorized in the procurement, to provide assistance in the recruitment and placement of MBE/DBE Firms.

D. Negotiate With Interested MBE/DBE Firms

Bidders/Offerors must negotiate in good faith with interested MBE/DBE Firms.

1. Evidence of negotiation includes, without limitation, the following:

(a) the names, addresses, and telephone numbers of MBE/DBE Firms that were considered;

(b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

(c) evidence as to why additional agreements could not be reached for MBE/DBE Firms to perform the work.

2. A bidder/offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.

3. The fact that there may be some additional costs involved in finding and using MBE/DBE Firms is not in itself sufficient reason for a bidder's/offeror's failure to meet the contract DBE goal, as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE/DBE Firm's quote is excessive or unreasonable include, without limitation, the following:

(a) the dollar difference between the MBE/DBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;

(b) the percentage difference between the MBE/DBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;

(c) the percentage that the DBE subcontractor's quote represents of the overall contract amount;

(d) the number of MBE/DBE firms that the bidder/offeror solicited for that portion of the work;

(e) whether the work described in the MBE/DBE and Non-MBE/DBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and

(f) the number of quotes received by the bidder/offeror for that portion of the work.

4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.

5. The bidder/offeror may not use its price for self-performing work as a basis for rejecting a MBE/DBE Firm's quote as excessive or unreasonable.

6. The "average of the other subcontractors' quotes received by the" bidder/offeror refers to the average of the quotes received from all subcontractors, except that there should be quotes from at least three subcontractors, and there must be at least one quote from a MBE/DBE and one quote from a Non-MBE/DBE.

7. A bidder/offeror shall not reject a MBE/DBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE/DBE that is rejected as unqualified or that placed a subcontract quotation or offer that the bidder/offeror concludes is not acceptable, the bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The bidder/offeror also must document the steps taken to verify the capabilities of the MBE/DBE and Non-MBE/DBE Firms quoting similar work.

(a) The factors to take into consideration when assessing the capabilities of a MBE/DBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

(b) The MBE/DBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

E. Assisting Interested MBE/DBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the bidder/offeror:

1. made reasonable efforts to assist interested MBE/DBE Firms in obtaining the bonding, lines of credit, or insurance required by MDOT or the bidder/offeror; and

2. made reasonable efforts to assist interested MBE/DBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE/DBE Firms in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE/DBE and Non-MBE/DBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether a bidder/offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other bidders/offerors in meeting the contract. For example, when the apparent successful bidder/offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful bidder/offeror could have met the goal. If the apparent successful bidder/offeror fails to meet the goal, but meets or exceeds the average MBE/DBE participation obtained by other bidders/offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful bidder/offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, a bidder/offeror seeking a waiver of the MBE/DBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

A. Items of Work (Complete Good Faith Efforts Documentation Form E, Part 2)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE/DBE Firms in order to increase the likelihood of achieving the stated MBE/DBE Goal(s).

B. Outreach/Solicitation/Negotiation

1. The record of the bidder's/offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a) through (e) and 49 C.F.R. Part 26, Appendix A. **(Complete Outreach Efforts Compliance Statement)**

2. A detailed statement of the efforts made to contact and negotiate with MBE/DBE Firms including:

(a) the names, addresses, and telephone numbers of the MBE/DBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) **(Complete Good Faith Efforts Form E, Part 3, and submit letters, fax cover sheets, emails, etc. documenting solicitations)**; and

(b) a description of the information provided to MBE/DBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE/DBE Firms (Complete Good Faith Efforts Form E, Part 4)

1. For each MBE/DBE Firm that the bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the steps taken to verify the capabilities of the MBE/DBE and Non-MBE/DBE Firms quoting similar work.

2. For each certified MBE/DBE Firm that the bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the quotes received from all MBE/DBE and Non-MBE/DBE firms bidding on the same or comparable work. **(Include copies of all quotes received.)**

3. A list of MBE/DBE Firms contacted but found to be unavailable. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE/DBE contractor or a statement from the bidder/offeror that the MBE/DBE contractor refused to sign the Minority Contractor Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the bidder's/offeror's Good Faith Efforts.

2. Submit any other documentation the bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

GFE Guidance (07/12/12)

MDOT MBE/DBE FORM E

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

PART 2 – CERTIFICATION REGARDING GOOD FAITH EFFORTS DOCUMENTATION

PAGE __ OF ___

Prime Contractor	Project Description	SOLICITATION NUMBER

PARTS 3, 4, AND 5 MUST BE INCLUDED WITH THIS CERTIFICATE ALONG WITH ALL DOCUMENTS SUPPORTING YOUR WAIVER REQUEST.

I hereby request a waiver of (1) the Minority Business Enterprise (MBE) participation goal and/or subgoal(s), (2) the Disadvantaged Business Enterprise (DBE) participation goal, or (3) a portion of the pertinent MBE/DBE participation goal and/or MBE subgoal(s) for this procurement.[1] I affirm that I have reviewed the Good Faith Efforts Guidance MBE/DBE Form E. I further affirm under penalties of perjury that the contents of Parts 3, 4, and 5 of MDOT MBE/DBE Form E 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

GFE Form E (7/12/12)

[1] MBE participation goals and subgoals apply to State-funded procurements. DBE participation goals apply to federally-funded procurements. Federally-funded contracts do not have subgoals.

MDOT MBE/DBE FORM E

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

PART 3 – IDENTIFIED ITEMS OF WORK BIDDER/OFFEROR MADE AVAILABLE TO MBE/DBE FIRMS

PAGE __ OF ___

Prime Contractor	Project Description	SOLICITATION NUMBER

Identify those items of work that the bidder/offeror made available to MBE/DBE Firms. This includes, where appropriate, those items the bidder/offeror identified and determined to subdivide into economically feasible units to facilitate the MBE/DBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the bidder's/offeror's responsibility to demonstrate that sufficient work to meet the goal was made available to MBE/DBE Firms, and the total percentage of the items of work identified for MBE/DBE participation equals or exceeds the percentage MBE/DBE goal set for the procurement. Note: If the procurement includes a list of bid items identified during the goal setting process as possible items of work for performance by MBE/DBE Firms, the bidder/offeror should make all of those items of work available to MBE/DBE Firms or explain why that item was not made available. If the bidder/offeror selects additional items of work to make available to MBE/DBE Firms, those additional items should also be included below.

Identified Items of Work	Was this work listed in the procurement?	Does bidder/offeror normally self-perform this work?	Was this work made available to MBE/DBE Firms? If no, explain why?
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No

☐Please check if Additional Sheets are attached.

GFE Form E (7/12/12)

MDOT MBE/DBE FORM E

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

PART 4 – IDENTIFIED MBE/DBE FIRMS AND RECORD OF SOLICITATIONS

PAGE __ OF ___

Prime Contractor	Project Description	SOLICITATION NUMBER

Identify the MBE/DBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE/DBE participation. Include the name of the MBE/DBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE/DBE provided a quote, and whether the MBE/DBE is being used to meet the MBE/DBE participation goal. MBE/DBE Firms used to meet the participation goal must be included on the MBE/DBE Participation Schedule, Form B. Note: If the procurement includes a list of the MBE/DBE Firms identified during the goal setting process as potentially available to perform the items of work, the bidder/offeror should solicit all of those MBE/DBE Firms or explain why a specific MBE/DBE was not solicited. If the bidder/offeror identifies additional MBE/DBE Firms who may be available to perform Identified Items of Work, those additional MBE/DBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE/DBE Firms must be attached to this form. If the bidder/offeror used a Non-MBE/DBE or is self-performing the identified items of work, Part 4 must be completed.

Name of Identified MBE/DBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
Firm Name: _____ **MBE Classification (Check only if requesting waiver of MBE subgoal.)** ☐ African American-Owned ☐ Hispanic American-Owned ☐ Asian American-Owned ☐ Women-Owned ☐ Other MBE Classification _____		Date: □ Mail □ Facsimile □ Email	Date: □ Phone □ Mail □ Facsimile □ Email	Time of Call: Spoke With: □ Left Message	□ Yes □ No	□ Yes □ No	□ Used Other MBE/DBE □ Used Non-MBE/DBE □ Self-performing
Firm Name: _____ **MBE Classification (Check only if requesting waiver of MBE subgoal.)** ☐ African American-Owned ☐ Hispanic American-Owned ☐ Asian American-Owned ☐ Women-Owned ☐ Other MBE Classification _____		Date: □ Mail □ Facsimile □ Email	Date: □ Phone □ Mail □ Facsimile □ Email	Time of Call: Spoke With: □ Left Message	□ Yes □ No	□ Yes □ No	□ Used Other MBE/DBE □ Used Non-MBE/DBE □ Self-performing

☐Please check if Additional Sheets are attached.

GFE Form E (7/12/12)

MDOT MBE/DBE FORM E

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

PART 5 – ADDITIONAL INFORMATION REGARDING REJECTED MBE/DBE QUOTES

PAGE __ OF ___

Prime Contractor	Project Description	SOLICITATION NUMBER

This form must be completed if Part 3 indicates that a MBE/DBE quote was rejected because the bidder/offeror is using a Non-MBE/DBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE/DBE, and if applicable, state the name of the Non-MBE/DBE. Also include the names of all MBE/DBE and Non-MBE/DBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE/DBE (Include spec/section number from bid)	Self-performing or Using Non-MBE/DBE (Provide name)	Amount of Non-MBE/DBE Quote	Name of Other Firms who Provided Quotes & Whether MBE/DBE or Non-MBE/DBE	Amount Quoted	Indicate Reason Why MBE/DBE Quote Rejected & Briefly Explain
	□ Self-performing □ Using Non-MBE/DBE _____	$_____	_____ □ MBE/DBE □ Non-MBE/DBE	$_____	□ Price □ Capabilities □ Other
	□ Self-performing □ Using Non-MBE/DBE _____	$_____	_____ □ MBE/DBE □ Non- MBE/DBE	$_____	□ Price □ Capabilities □ Other
	□ Self-performing □ Using Non-MBE/DBE _____	$_____	_____ □ MBE/DBE □ Non- MBE/DBE	$_____	□ Price □ Capabilities □ Other
	□ Self-performing □ Using Non- MBE/DBE _____	$_____	_____ □ MBE/DBE □ Non- MBE/DBE	$_____	□ Price □ Capabilities □ Other
	□ Self-performing □ Using Non- MBE/DBE _____	$_____	_____ □ MBE/DBE □ Non- MBE/DBE	$_____	□ Price □ Capabilities □ Other
	□ Self-performing □ Using Non- MBE/DBE _____	$_____	_____ □ MBE/DBE □ Non- MBE/DBE	$_____	□ Price □ Capabilities □ Other

☐Please check if Additional Sheets are attached.

GFE Form E (7/12/12)

ATTACHMENT E – PRE-BID CONFERENCE RESPONSE FORM

Solicitation Number MTA-1432
COMMUTER BUS ROUTES 310 AND 320

A Pre-Bid Conference will be held at 10:00am Local Time on March 18, 2014 at 6 St. Paul Street, 7th Floor, Rooms 731-732, Baltimore, Maryland 21202. Please return this form by March 14, 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.

Rev. 3/11/2013

ATTACHMENT F – BID FORM

STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION

MARYLAND TRANSIT ADMINISTRATION

BID FORM
FOR
CONTRACT NO. MTA-1432

LINES #310 and 320, COMMUTER BUS SERVICE BETWEEN
Columbia, Jessup and Elkridge, and Baltimore, Maryland.

TO: MARYLAND TRANSIT ADMINISTRATION
ATTN: CONTRACT ADMINISTRATION DEPARTMENT

6 SAINT PAUL STREET
BALTIMORE, MD 21202-1614

BID DUE DATE:
April 14, 2014

BID DUE TIME:
2:00 PM, Local Time

BID OF: _____
(Bidder's Name)

PROJECT DESCRIPTION:

Contractor shall furnish commuter bus service between Columbia, Jessup and Elkridge and Baltimore, Maryland as described in the Scope of Services, for a period of three (3) years.

Gentlemen:

1. This bid is hereby submitted to the Maryland Transit Administration (hereinafter sometimes called the "Administration") in response to SOLICITATION INSTRUCTIONS dated.

2. The UNDERSIGNED has thoroughly examined, acknowledges receipt of, and is familiar with the Contract Documents as well as the various instructions, information, and requirements covering the same, all as mentioned herein and in said SOLICITATION INSTRUCTIONS.

3. In compliance with said SOLICITATION INSTRUCTIONS the undersigned hereby proposes to furnish all labor, equipment, materials and perform all work described in and in strict accordance with the provisions of the Contract Documents for the consideration of the amounts, lump sum and unit prices listed in the attached Unit Price Schedule, and agrees that, upon Notice of Award, within ninety (90) calendar days after the date of opening of bids, unless mutually extended, he will within 10 calendar days after receipt of the prescribed forms, execute the Contract.
4. The UNDERSIGNED hereby certifies that the _____ (Bidder's Name) / /is, / / is not (CHECK ONE) included on the U.S. Comptroller General's list of ineligible contractors.

   PARENT COMPANY

   a. UNDERSIGNED represents that it / /is, / /is not, (CHECK ONE) owned or controlled by a parent

company. For this purpose a parent company is defined as one, which either owns or controls the activities and basic business policies of the UNDERSIGNED. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company such ownership is not required; if another company is able to formulate, determine or veto basic business policy decisions of the bidder, such other company is considered the parent of the bidder. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.

b. If UNDERSIGNED is owned or controlled by a parent company, insert in the space below the name and main office address of the parent company.

_____

Name

_____

Address

5. CERTIFICATION OF NON-MARYLANBD CORPORATION (FOREIGN CORPORATION)

a. A corporation not incorporated in the State of Maryland is considered t be a foreign corporation and, therefore, is required to be registered with the Maryland State Department of Assessments and Taxation if awarded this contract.

b. Where a foreign corporation is currently registered with the Department of Assessments and Taxation, such a bidder shall submit with his bid a copy of the department's certification of his registration or qualification acknowledgement.

c. If a foreign corporation is not currently registered, such a bidder shall submit with his bid his certification that, if notified of his apparent award of the contract, he will register with the Maryland State Department of assessments and Taxation and provide a copy of the department's certification of his registration or qualification acknowledgement along with the executed contract.

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

Addendum No. _____ Dated_____

Addendum No. _____ Dated_____

Addendum No. _____ Dated_____

Addendum No. _____ Dated_____

Addendum No. _____ dated_____

Addendum No. _____ dated_____

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

7. Enclosed are the following documents and forms:

1) Bid Form including Price Schedules

SCHEDULE OF PRICES

The bid award for all required commuter bus services will be based on the price for three (3) years of service. The bidder with the lowest three (3) year bid price, and who is also judged responsive and responsible shall be the successful bidder.

The yearly cost shall be determined by the following formula:

Contractor shall be paid on a scheduled revenue mile basis for trips actually run.

There are six (6) one-way weekday trips of 18.6 revenue miles each and seven (7) one-way weekday trips of 24.0 revenue miles each on the #310 line. Daily one-way trips of thirteen (13) per day and a total annual mileage of 70,460.

There are twelve (12) one-way weekday trips of 26.0 revenue miles each on the #320 line. Daily one-way trips of twelve (12) per day and a total annual mileage of 78,624.

A total of six (6) buses are required daily.

The trip price is defined as the price for a one-way trip.

Annual Operating Days: 252

Up to six (6) vehicles will be MTA Leased Vehicles.

The MTA will provide up to three (3) buses to operate on the 310 line and three (3) buses to operate the 320 line. Each of these coaches has EZ pass transponders where the bidder is not obligated to reimburse the State for toll fees. Toll charges associated with using non State-owned buses used for replacement or back-up operations is the responsibility of the bidders and will not be charged to the MTA.

NOTE: Actual annual trips and/or annual revenue miles may vary at the discretion of the MTA

LINE #310

YEAR ONE

Cost per scheduled revenue mile: (Per revenue mile)

(a) Contractor's Bus (If needed & approved by MTA) (a) _____
(b) MTA Leased Equipment (b) _____

YEAR TWO

Cost per scheduled revenue mile: (Per revenue mile)

(a) Contractor's Bus (If needed & approved by MTA) (a) _____
(b) MTA Leased Equipment (b) _____

YEAR THREE

Cost per scheduled revenue mile: (Per revenue mile)

(a) Contractor's Bus (If needed & approved by MTA) (a) _____
(b) MTA Leased Equipment (b) _____

YEAR FOUR – 1st OPTION RENEWAL

Cost per scheduled revenue mile: (Per revenue mile)

(a) Contractor's Bus (If needed & approved by MTA) (a) _____
(b) MTA Leased Equipment (b) _____

YEAR FIVE – 2nd OPTIONAL RENEWAL

Cost per scheduled revenue mile: (Per revenue mile)

(a) Contractor's Bus (If needed & approved by MTA) (a) _____
(b) MTA Leased Equipment (b) _____

LINE #320

YEAR ONE

Cost per scheduled revenue mile: (Per revenue mile)

(a) Contractor's Bus (If needed & approved by MTA) (a) _____
(b) MTA Leased Equipment (b) _____

YEAR TWO

Cost per scheduled revenue mile: (Per revenue mile)

(a) Contractor's Bus (If needed & approved by MTA) (a) _____
(b) MTA Leased Equipment (b) _____

YEAR THREE

Cost per scheduled revenue mile: (Per revenue mile)

(a) Contractor's Bus (If needed & approved by MTA) (a) _____
(b) MTA Leased Equipment (b) _____

YEAR FOUR – 1st OPTION RENEWAL

Cost per scheduled revenue mile: (Per revenue mile)

(a) Contractor's Bus (If needed & approved by MTA) (a) _____
(b) MTA Leased Equipment (b) _____

YEAR FIVE – 2nd OPTIONAL RENEWAL

Cost per scheduled revenue mile: (Per revenue mile)

(a) Contractor's Bus (If needed & approved by MTA) (a) _____
(b) MTA Leased Equipment (b) _____

LINE #310

TOTAL
PRICES: Commuter Bus Service between Columbia, Jessup and Elkridge and Baltimore, Maryland.

The amount of annual miles is estimated and is provided for Bid Purposes.

	Price per Revenue Mile	Total Yearly Price
First – Year:		
$_____	x 70,460 / Bus Annual Miles =	$_____(MTA Leased)
	Year One Total	$_____
Second – Year:		
$_____	x 70,460 / Bus Annual Miles =	$_____(MTA Leased)
	Year Two Total	$_____
Third – Year:		
$_____	x 70,460 / Bus Annual Miles =	$_____(MTA Leased)
	Year Three Total	$_____

***TOTAL THREE YEAR BID PRICE** $_____
***Basis of Award**

Fourth – Year: - 1st Option Renewal Year

$_____	x 70,460 / Bus Annual Miles =	$_____
	Year Three Total	$_____

Fifth – Year: - 2nd Option Renewal Year

$_____	x 70,460 / Bus Annual Miles =	$_____
	Year Three Total	$_____

BID SUMMARY

LINE #310 THREE YEAR BID PRICE $_____

GRAND TOTAL FIVE YEAR BID PRICE **$_____**

A. CORPORATION BID:

_____
Name of Corporation

_____
State in which Incorporated

_____
Business Address

_____
Telephone

Attest:

_____
Secretary

_____
Print Name

By:

_____
President or Vice President

_____
Print Name

B. PARTNERSHIP BID:

_____
Name of Partnership

_____
Business Address

_____
Telephone

Names of each Partner:

_____

_____

_____

Witness:

_____

By:

_____
Signature

_____
Print Name

C. INDIVIDUAL BID

_____
Name

_____
Business Address

_____
Telephone

Witness:

_____
Print Name

By:

_____
Signature

_____
Print Name

LINE #320

TOTAL
PRICES: Commuter Bus Service between Columbia, Jessup and Elkridge and Baltimore, Maryland.

The amount of annual miles is estimated and is provided for Bid Purposes.

	Price per Revenue Mile	Total Yearly Price
First – Year:		
$_____	x 78,624 / Bus Annual Miles =	$_____(MTA Leased)
	Year One Total	$_____
Second – Year:		
$_____	x 78,624 / Bus Annual Miles =	$_____(MTA Leased)
	Year Two Total	$_____
Third – Year:		
$_____	x 78,624 / Bus Annual Miles =	$_____(MTA Leased)
	Year Three Total	$_____

***TOTAL THREE YEAR BID PRICE** $_____
***Basis of Award**

Fourth – Year: - 1st Option Renewal Year

$_____	x 78,624 / Bus Annual Miles =	$_____
	Year Three Total	$_____

Fifth – Year: - 2nd Option Renewal Year

$_____	x 78,624 / Bus Annual Miles =	$_____
	Year Three Total	$_____

BID SUMMARY

LINE #310 THREE YEAR BID PRICE $_____

GRAND TOTAL FIVE YEAR BID PRICE **$_____**

A. CORPORATION BID:

_____
Name of Corporation

_____
State in which Incorporated

_____
Business Address

_____
Telephone

Attest:

_____
Secretary

_____
Print Name

By:

_____
President or Vice President

_____
Print Name

B. PARTNERSHIP BID:

_____
Name of Partnership

_____
Business Address

_____
Telephone

Names of each Partner:

_____

_____

_____

Witness:

_____

By:

_____
Signature

_____
Print Name

C. INDIVIDUAL BID

_____
Name

_____
Business Address

_____
Telephone

Witness:

_____
Print Name

By:

_____
Signature

_____
Print 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.

Rev. 3/11/2013

ATTACHMENT G-1

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

☐ The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or

☐ The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____

_____

Signature of Authorized Representative Date

_____

Title

_____

Witness Name (Typed or Printed)

_____

Witness Signature Date

Rev. 08/01/2013

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)

STATE OF MARYLAND

MARYLAND DEPARTMENT OF TRANSPORTATION

PERFORMANCE BOND

Principal	Business Address of Principal
Name of Surety: A corporation of the State of _____ and authorized to do business in the State of Maryland	
PENAL SUM OF THIS PERFORMANCE BOND	**DESCRIPTION OF CONTRACT**
	Contract Number: MTA-1432 Contract Name or Description: Commuter Bus Services Route 310 and 320
DATE OF BOND	**DATE OF CONTRACT**
(Shall be no later than Date on Contract)	(To be filled in by the Adm.)
OBLIGEE	
State of Maryland by and through the following Administration acting for the Maryland Department of Transportation: MARYLAND TRANSIT ADMINISTRATION	

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

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

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

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

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

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

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

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

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

In Presence of:

Witness:

_____ as to

Individual Principal

_____(SEAL)

In Presence of:

Witness:

_____ as to

_____ as to

_____ as to

Co-Partnership Principal

_____(SEAL)

(Name of Co-Partnership)

By:_____(SEAL)

_____(SEAL)

_____(SEAL)

Attest:

_____ as to

Corporate Secretary

Corporate Principal

_____

(Name of Corporation)

By: _____

President

AFFIX CORPORATE SEAL

_____

(Surety)

Attest:
(SEAL)

By: _____

AFFIX CORPORATE SEAL

_____

Signature

Title _____

Bonding Agent's Name: _____

_____

Agent's Address

_____

(Business Address of Surety)

Approved as to legal form and sufficiency this
_____ day of _____ 20 ____

_____

Assistant Attorney General

ATTACHMENT J – LEASE AGREEMENT

VEHICLE LEASE AND MAINTENANCE AGREEMENT

This Lease Agreement made as of the _____ day of _____, 2014 between the Maryland Transit Administration (MTA), a modal agency of the Maryland Department of Transportation, doing business for and on behalf of the State of Maryland (hereinafter referred to as the "LESSOR"), and _____ _____ (hereinafter referred to as the "LESSEE").

WHEREAS, the MTA has determined that leasing the following vehicles offers economic and service advantages and that development and maintenance of such services is in the best interest of the State and the public it serves;

WHEREAS, pursuant to applicable law, MTA is authorized to contract with any person for any transportation-related purpose; and

WHEREAS, the LESSOR desires to lease vehicles to the LESSEE to perform the transportation services set forth in MTA Contract MTA-1432 (Commuter Bus Routes 310 and 320) between the parties hereto;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the adequacy and sufficiency of which are hereby acknowledged, the LESSOR and the LESSEE hereby mutually covenant and agree as follows:

1. **LEASE.** LESSOR leases to LESSEE the property (Commuter Multiplex) hereinafter referred to as the "vehicles", and described as follows:

Vehicle	Year	Vehicle Description	VIN No.
Motor Coach	2003	MCI D4500	Assigned at time of Award
Motor Coach	2003	MCI D4500	Assigned at time of Award
Motor Coach	2003	MCI D4500	Assigned at time of Award
Motor Coach	2004	MCI D4500	Assigned at time of Award
Motor Coach	2004	MCI D4500	Assigned at time of Award
Motor Coach	2004	MCI D4500	Assigned at time of Award

2. **OWNERSHIP**

   a. It is expressly understood that the LESSEE acquires no ownership, title, property rights or interests in the property described in this Agreement.

   b. LESSEE shall not remove or otherwise alter any logos, or information placed on the vehicle by the LESSOR.

   c. LESSEE shall not place its name or logo on the vehicle(s).

3. **DISCLAIMER OF WARRANTIES**

   a. LESSOR has made no representation or warranty of any kind, nature or description, express or implied, with respect to the vehicle(s) described herein, including without limitation, the condition of the vehicle(s), their merchantability, or their fitness for any particular purpose. The LESSEE leases the vehicle(s) from the LESSOR "AS IS". In no event shall any defect in, or unfitness of any vehicle

or vehicular equipment relieve the LESSEE of any obligations hereunder or as specified in the Commuter Bus Contract.

4. TERM

a. This Lease shall commence on the above-stated date of this agreement and terminate at the latest on the date the Commuter Bus Service Contract terminates or earlier should either the Commuter Bus Service Contract or this lease be terminated for the convenience of the State of Maryland, MDOT and/or the MTA.

5. PERMITTED USE.

a. The LESSEE shall utilize the leased vehicle(s) solely to provide MTA contracted Commuter Bus services as specified by the Commuter Bus Services Contract. Only MTA Commuter Bus Services customers shall be permitted to be serviced by these vehicles.

b. The LESSEE agrees to use the vehicle(s) to provide transportation services in a careful and proper manner, and in compliance with all applicable federal, state and municipal laws and regulations relating to the possession or use of the vehicles.

c. The LESSEE shall permit the vehicle(s) to be operated only by qualified employees.

d. The LESSEE shall not utilize the leased vehicle(s) in charter service. No employee, agent, representative or contractor of the MTA is authorized to modify this provision and grant the right to use the leased vehicles for Charter service.

e. The LESSEE shall not place or cause to be placed any advertising on the vehicle(s).

f. Failure to comply will result in the loss of the leased vehicles. LESSEE shall be liable for the cost of removal of advertising and restoration of the leased vehicle(s). Monthly inspections will be conducted by the MTA Maintenance Coordinator to insure compliance.

6. ASSIGNMENT, SUBLEASE

a. The LESSEE shall not assign, transfer or encumber this lease or enter into any sublease, management contract or other agreement relating to the vehicle(s), or any portion thereof, or enter any agreement or participate in any transaction (including but not limited to mergers, consolidations, acquisitions or other transactions resulting in the existence of new "related persons") except on such terms and conditions approved in writing by the LESSOR.

7. **RENT**

a. The LESSEE shall pay the LESSOR a rent of $1.00 per month per vehicle for the full term of the lease.

8. MONTHLY REPORTS

a. LESSEE shall supply the following information for the lease vehicle(s) by the fifth business day each month as detailed below:

1) Mileage Report: Total vehicle miles accrued during the prior month as registered on the hub odometer.

2) The completed service log for the prior month as specified in the Service Agreement. All mileage reports, inspection reports, maintenance reports, etc. must be forwarded to the MTA Maintenance Coordinator.

b. The LESSEE shall advise the LESSOR of the status of the vehicles at such times and such manner as the LESSOR may require.

c. The LESSEE shall collect and submit to the LESSOR such financial statements, data, records, contracts and other documents relating to each vehicle or the use thereof, as may be deemed reasonably necessary by the LESSOR.

d. LESSEE shall perform oil sample analysis at each engine oil change. Cost of this analysis shall be the responsibility of the LESSEE. Analysis reports shall be provided to the MTA Maintenance Coordinator within five (5) days of report completion.

e. The FTA requires all lift failures be reported. The LESSEE shall only notify the MTA Maintenance Coordinator within twenty-four hours of the occurrence of a lift failure. Repairs, at the LESSEE's expense, shall be performed as mutually agreed upon with the LESSOR.

f. Reports of all warranty claims must be forwarded to the MTA Maintenance Coordinator within five (5) business days of the occurrence.

g. Physical damage to the vehicle(s) shall be reported to the MTA Maintenance Coordinator within five (5) business days of the occurrence.

h. LESSEE shall maintain pre-trip cards for the vehicle(s). Cards shall be readily available for the MTA Maintenance Coordinator to review when announced/unannounced inspections are conducted.

9. **MAINTENANCE**

a. The LESSEE shall maintain the leased equipment in good order and repair, and in accordance with the manufacturer's and MTA's written maintenance procedures and specifications. Any failure of the LESSEE to comply with these requirements constitutes a default. A service log shall be maintained documenting all maintenance and repairs.

b. The MTA must pre-approve all preventative maintenance programs and intervals the contractor will follow for the leased vehicles. This includes, but is not limited to: oil changes, brake inspections, vehicle major inspections, wheel chair, climate control inspections, etc. The MTA reserves the right to standardize all preventative maintenance programs used for the leased vehicles.

c. The LESSEE shall provide the LESSOR with a bi-weekly report, in a form and manner prescribed by LESSOR, on maintenance activities associated with each leased vehicle.

d. Upon the expiration of this lease, vehicles will be returned to the LESSOR in the same condition that they were in when initially leased, discounting normal wear and tear. If vehicles require repairs other than for normal wear and tear or for unperformed maintenance as detailed in the maintenance specifications, final payment that may be due and owing to the LESSEE will be withheld up to the cost of the estimated repairs. LESSOR will retain from the final payment, and LESSEE will not be due such payment, all finalized costs of repairs as required in this section.

e. The MTA reserves the right to inspect vehicles and vehicle maintenance records at any time and at any location.

10. REPAIRS

a. LESSEE shall maintain the vehicles in good operating condition without interruption of accessible service.

b. Replacement parts for the leased vehicle(s) shall meet or exceed original equipment specifications of the manufacturer, and conform to all applicable laws and regulations.

c. Replacement parts will be provided by LESSEE. In those cases where MTA furnishes those parts to LESSEE for the repair of MTA leased vehicles, the LESSEE will be charged at the MTA's cost for these parts.

11. **LESSEE PROVIDED EQUIPMENT**

a. The LESSEE shall equip the vehicle(s) with tires and batteries conforming to the manufacturer's specifications at LESSEE's cost and expense.

b. The LESSEE shall have the right to install and, upon termination of this Agreement, remove all LESSEE owned equipment such as tires and tubes, radio, fareboxes and batteries.

c. If LESSEE originally accepted vehicle(s) with LESSOR's tires and batteries, then the vehicle(s) must contain these items in the same condition at the conclusion of the lease as they were at the beginning of the lease. Removal of equipment, return of rented equipment and filling of holes from attachment screws or rivets shall be at the LESSEE's expense.

d. LESSOR shall inspect vehicle(s) at the conclusion of the lease. LESSEE shall return vehicles to LESSOR in as good condition as at the time of delivery, normal wear and tear excepted. Costs associated with repairs shall be deducted from LESSEE's final invoice.

12. **CHARGES, FEES AND EXPENSES**

a. The LESSEE shall pay any and all expenses, taxes, charges, assessments, permit fees, inspection fees, traffic fines or other costs, including but not limited to highway use taxes and vehicle excise taxes, imposed upon the vehicle(s) or the operation thereof, whether such taxes, charges, fees or other costs are levied against the LESSEE or the LESSOR.

13. **MANUFACTURER'S WARRANTIES**

a. The LESSEE shall not infringe or impair the warranty on the vehicle(s), and shall make the vehicle(s) available to the LESSOR and the sales or service representatives of the manufacturer upon request for warranty service or warranty inspection.

b. The LESSOR shall be responsible for submitting, in a timely manner, all warranty claims directly to the manufacturer for processing in accordance with MTA's Warranty Claim Procedure. LESSOR shall send LESSEE a copy and inform the LESSEE of the status of each warranty claim made.

c. All credits, proceeds, parts or adjustments obtained by the LESSOR to the extent of the warranty claim shall accrue to the LESSOR. LESSEE agrees to furnish documentation as required. All amounts in excess of warranty claims or proceeds from other settlements shall be paid to the LESSOR.

d. LESSEE will be responsible for sending vehicles to the Dealer or the Dealer's representative for warranty work.

14. INSPECTIONS

a. LESSEE shall make available each vehicle to the Motor Vehicle Administration for periodic inspection. The LESSEE shall pay for all costs of inspection. LESSOR reserves the right to inspect the vehicle(s) from time to time.

b. LESSOR reserves the right to perform off-site inspections of the vehicle(s) to insure proper maintenance. LESSOR will make reasonable effort to provide twenty-four (24) hours notice as these inspections will require the vehicle(s) to be away from the LESSEE for up to twenty-four (24) hours. Any deficiencies will be reported to the LESSEE and necessary repairs will be completed within a mutually agreed upon time at the LESSEE's sole expense.

c. LESSOR reserves the right to conduct unannounced inspections at LESSEE's facility.

15. INSURANCE

a. The LESSEE shall, at LESSEE's sole cost, carry for the term of this Agreement and the term of the renewal thereof, all insurance coverage in the amounts and in the manner described in the Commuter Bus Contract, which is incorporated herein by reference.

b. In addition to the insurance required in the Commuter Bus Contract, LESSEE shall, at LESSEE's sole cost, procure and maintain for the duration of this Lease, property insurance covering the Leased vehicles and any property owned by the LESSOR against all risks of physical damage. The LESSEE's property insurance shall carry limits sufficient to cover the scheduled value of all LESSOR's vehicles and/or property in LESSEE's care, custody and control. LESSOR shall be named as an additional insured. LESSEE shall cause its property insurer to waive all rights of subrogation against LESSOR.

16. ACCIDENT REPORTING AND INVESTIGATION

a. The LESSEE must report any accident involving personal injury or any mechanical related failure in which the service does not operate or where passengers are forced to move from one vehicle to another within 30 minutes of the accident.

17. INDEMNIFICATION

a. LESSEE shall indemnify, defend, and hold harmless the LESSOR, MDOT and the State of Maryland, their officers, agents, representatives and employees, from any and all liabilities that result from LESSEE's use of the vehicles herein described. Liabilities shall include any and all losses, claims, demands, payments, suits, actions, recoveries, and judgments (including without limitation reasonable attorney fees and costs of any proceeding) brought, recovered, or exacted against LESSOR, MDOT and the State or LESSEE for or on account of death, personal injury or property damage (including Workmen's Compensation) arising out of any act or omission or which arise:

1) out of injury to any person;
2) out of destruction to the environment, including without limitation, land, air, water, wildlife or vegetation and including but not limited to, costs, expenses incident to monitoring remedial actions, proceedings or investigations or the defense of any claim; or
3) out of or occasioned by any breach or default by the LESSEE, its agents, servants, employees, visitors, guests, subcontractors or any and all persons or corporations dealing with the LESSEE in any way in the rendering of services under the Commuter Bus Contract, in the use of the leased vehicle(s) or obligations arising under any applicable law, regardless of cause.

18. RECORDS AND REPORTS

a. The LESSEE shall advise the LESSOR of the status of the vehicles at such times and in such manner as the LESSOR may require. The LESSEE shall collect and submit to the LESSOR such data, records, contracts and other documents relating to each vehicle or the use thereof, as may be deemed reasonably necessary by the LESSOR and at a minimum, those reports required by Paragraph 8.

19. AUDIT

a. The LESSEE shall permit the authorized representatives of the LESSOR to inspect and audit on a periodic basis all data and records of the LESSEE relating to its performance and the use of the vehicles under the Agreement.

20. EMERGENCY DECLARATION

a. In the event of a declaration of emergency by the Governor of the State of Maryland, the LESSEE shall make said vehicle(s) available for the provision of such service as shall be designated by the MTA Administrator, with or without notice, whichever is in the convenience of the State.

21. USE DURING STRIKES

a. In the event of a strike by the employees of the LESSEE, the LESSOR shall have the right to take possession and use the vehicle(s). During this period, the LESSOR will reasonably compensate the LESSEE if the LESSOR uses any of the LESSEE's equipment, such as fareboxes. If the LESSOR leaves the vehicle(s) with the LESSEE during a strike, the LESSEE is responsible for the safety of the vehicle(s) in its possession during the strike period.

22. REPAIRS AND MAINTENANCE DURING EMERGENCY OR STRIKE

a. The LESSEE shall not be responsible for repairs, costs, or damages incurred during use by LESSOR or another carrier of leased vehicle(s) pursuant to the provisions of Section 16 and 17, and such vehicle(s) shall be returned to the LESSEE in the same or similar condition.

23. **TERMINATION - DEFAULT**.

a. This Lease Agreement may be terminated by the LESSOR for default. Upon default and notification by the LESSOR, the LESSEE shall assemble the vehicle(s) and deliver same at a place and time designated. The vehicle(s) shall be delivered in as good condition as at the time of original receipt by the Contractor from MTA, normal wear and tear excepted.

b. Any failure by the LESSEE to fulfill its obligations under this lease or any violation of any provisions of this contract may, upon notice by the LESSOR, constitute a default.

c. The following are additional events (not an all inclusive list) of default hereunder:

1) LESSEE's bankruptcy, receivership, insolvency, assignment for the benefit of creditors or similar action or condition relating to LESSEE or LESSEE's property which causes LESSOR in good faith to deem itself insecure with respect to the collection of the total rent for the unexpired term of the lease; and

2) Without LESSOR's prior written consent, LESSEE attempts to remove, sell, transfer, encumber or otherwise part with possession of said equipment or infringe on LESSOR’s ownership rights.

24. **TERMINATION - COMPLETION OF LEASE**

a. At the end of the Lease term and/or the termination or end of the Commuter Bus Contract, unless this Lease is renewed, the LESSEE shall assemble the vehicle(s) and deliver same at a place and time designated by the LESSOR. The vehicle(s) shall be delivered in as good condition as at the time of delivery, normal wear and tear excepted, including but not limited to the tires and batteries, as outlined in Paragraph 11 of this Agreement.

b. In the event that the LESSEE fails to so deliver the vehicle(s), or delivers the vehicles in less than as good condition, the LESSEE shall be responsible to reimburse to the LESSOR, LESSOR's expenses in repossessing the vehicles, including but not limited to transaction costs, attorney fees, court costs/fees, and any other costs and expenses incurred to restore the vehicles to as good condition.

25. TERMINATION FOR CONVENIENCE

a. This Lease may be terminated by the State of Maryland in conformance 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.

26. LEASE RENEWAL

a. This Lease may be renewed in whole or in part and at the sole discretion of the LESSOR under like terms and conditions in the event LESSEE continues to operate contracted Commuter Bus services under the Commuter Bus Contract. LESSOR reserves the right to inspect the vehicle(s) prior to a decision to renew the Lease.

27. ENTIRE AGREEMENT

a. This Lease represents the entire Agreement between the Parties as relating solely to the lease of vehicles as listed in Paragraph 1, and no provisions of this lease may be waived or modified, except by an instrument in writing signed by both parties. The Lease Agreement, however, does not waive or modify any provision in the Commuter Bus Contract. The intent of this Lease is to supplement the Commuter Bus Contract. The provisions of the Commuter Bus Contract, and any amendment thereto, are incorporated herein by reference. To the extent that there is any conflict between this Lease and the Commuter Bus Contract, the Commuter Bus Contract takes precedence.

28. WAIVER

a. The LESSOR's failure to insist upon the strict performance of any condition of this Agreement shall not be deemed a waiver on the part of the LESSOR of the future performance by the LESSEE of the terms and conditions of the Agreement.

29. NOTICE

a. All notices to be given under this Lease shall be done in accordance with the notice provision in the Commuter Bus Contract.

30. SEVERABILITY

a. If any provision of this Lease is contrary to, prohibited by, or deemed invalid under applicable laws and regulations, then such provision shall be deemed omitted but shall not invalidate the remaining provisions of this Lease.
b. IN WITNESS WHEREOF, this Lease has been executed by the State of Maryland acting by and through MTA and/or MDOT, who has caused the seal of this office to be affixed hereto, and the

LESSEE by and through a duly authorized representative who has executed this Lease effective the date and year first above written.

Attest: CONTRACTOR:

By:_____ By:_____

Attest: MARYLAND DEPARTMENT
OF TRANSPORTATION AND/OR
MARYLAND TRANSIT ADMINISTRATION

By:_____ By:_____
Heidi J. Tarleton
Acting Director, Procurement

Approved as to Form and Legal Sufficiency:

_____
Assistant Attorney General

Approved by Board of Public Works:

ITEM NUMBER: _____
DATE APPROVED: _____

ATTACHMENT K – BIDDER'S QUESTIONNAIRE

IMPORTANT

This questionnaire will be used as a basis for establishing the Bidder's qualifications to provide Commuter Bus Service under contract and the Maryland Transit Administration. Each bidder must answer these questions. **Attach additional paper as required**.

I. GENERAL

A. Legal Title and Address of Company:

_____

_____

B. Person who legally represents the Company:

Name: _____

Title: _____

Address: _____

C. Pick One:

Corporation ☐; proceed to letter D

Partnership ☐; proceed to letter E

Individual ☐; proceed to letter F

D. Date of Incorporation:

_____

State in which Incorporated:

_____

Principal Officers:

Name: _____

Title: _____

Date of Position: _____

Name: _____

Title: _____

Date of Position: _____

Name: _____

Title: _____

Date of Position: _____

Name: _____

Title: _____

Date of Position: _____

Name: _____

Title: _____

Date of Position: _____

E: Date of Organization:

_____

Nature of Partnership:

General: ☐;

Limited: ☐;

Partners:

Name: _____

Address: _____

Name: _____

Address: _____

F. Full Name and Address of Owner:

Name: _____

Address: _____

_____

G. Insurance; fill in all that apply:

Worker's Compensation

Limits: _____

Policy No.: _____

Company Name: _____

Agent: _____

General Liability

Limits: _____

Policy No.: _____

Company Name: _____

Automobile Liability

Limits: _____

Policy No.: _____

Company Name: _____

Agent: _____

Excess Liability

Limits: _____

Policy No.: _____

Company Name: _____

Agent: _____

II. EXPIRENCE

A. Describe the general nature of your Company's business:

_____

_____

_____

B. How many years of experience does your company have in providing passenger transportation services?

_____

_____

_____

C. Describe, if any, the Company's experience with sub-contracting services to disadvantaged or minority businesses:

_____

_____

_____

_____

_____

D. List all passenger transportation services (excluding charter) provided in the past three years:

Contract: _____

Service Description: _____

Effective Date: _____

Termination Date: _____

No. and type of Busses: _____

No. of daily passengers: _____

Contact: _____

Phone No.: _____

Contract: _____

Service Description: _____

Effective Date: _____

Termination Date: _____

No. and type of Busses: _____

No. of daily passengers: _____

Contact: _____

Phone No.: _____

Contract: _____

Service Description: _____

Effective Date: _____

Termination Date: _____

No. and type of Busses: _____

No. of daily passengers: _____

Contact: _____

Phone No.: _____

Contract: _____

Service Description: _____

Effective Date: _____

_____

Termination Date: _____

No. and type of Busses: _____

No. of daily passengers: _____

Contact: _____

Phone No.: _____

Contract: _____

Service Description: _____

Effective Date: _____

Termination Date: _____

No. and type of Busses: _____

No. of daily passengers: _____

Contact: _____

Phone No.: _____

III. EQUIPTMENT

A. List vehicles owned or leased by your company in the following order:

1. qualified vehicles assigned to this commuter service
2. qualified back-up vehicles to this commuter service

Type: _____

Model: _____

Year: _____

Manufacturer: _____

Lift Equipped: _____

No. of Seats: _____

Type: _____

Model: _____

Year: _____

Manufacturer: _____

Lift Equipped: _____

No. of Seats: _____

Type: _____

Model: _____

Year: _____

Manufacturer: _____

Lift Equipped: _____

No. of Seats: _____

Type: _____

Model: _____

Year: _____

Manufacturer: _____

Lift Equipped: _____

No. of Seats: _____

Type: _____

Model: _____

Year: _____

Manufacturer: _____

Lift Equipped: _____

No. of Seats: _____

Type: _____

Model: _____

Year: _____

Manufacturer: _____

Lift Equipped: _____

No. of Seats: _____

B. List location(s) of the facilities to be used to garage and maintain vehicles for this contract:

_____

_____

_____

_____

_____

C. Describe your routine vehicle maintenance program. Provide a copy of your preventative maintenance schedule and work order forms.

_____

_____

_____

_____

_____

_____

How often is routine and preventative maintenance performed?

_____

_____

_____

_____

D. Attach a copy of your most recent Maryland-Driver Vehicle Inspection Reports provided by the Maryland Motor Carrier Safety Program for each vehicle assigned to this contract, including back up vehicles.

E. Indicate your ability to respond to in-service vehicle breakdowns. Explain what procedures are followed and estimate the response time required to resume service if a trip is missed or a breakdown occurs.

_____

_____

_____

_____

F. What communications devices are used onboard to provide connection to a central contact/dispatcher?

_____

_____

_____

Where is central dispatch located and what are dispatch hours of operation?

_____

_____

What GPS tracking system is used and which staff members have access to this program?

_____

_____

_____

IV. MANAGEMENT

A. List key management staff to be assigned to this project:

Position: _____

Name: _____

Responsibility: _____

Position: _____

Name: _____

Responsibility: _____

Position: _____

Name: _____

_____

Responsibility: _____

Position: _____

Name: _____

Responsibility: _____

Position: _____

Name: _____

Responsibility: _____

B. How often do you check your driving records?

_____

_____

Specify the number of points and type, and the time frame of violations used as a determinant for hiring, suspension, and termination.

_____

_____

_____

_____

C. Explain your company's driver training program:

_____

_____

_____

_____

_____

_____

D. Describe your company's ADA training for drivers:

_____

_____

_____

E. Provide the company's USDOT Number and the current safety rating:

F. Describe your company's safety procedures and safety training provided to personnel:

G. Attach a Drivers Manual.

H. Describe your company's efforts to establish and maintain a drug free workplace:

I. List accidents (any passenger incident and/or vehicle accident causing injury or damage) were recorded during the past twelve months:

J. List any customer complaints filed with the PSC and any resulting hearings:

K. What are your procedures for operating during inclement weather (e.g. ice and snow)?

What procedures are used to transport drivers from your garage location to begin work?

L. Explain your company's procedures to clean vehicles:

Inside the Bus:

Outside the Bus:

_____

_____

_____

The above statements are certified to be true and accurate.

Date at _____ this _____ day of_____, 2013.

By_____

_____
(TITLE OF PERSON SIGNING)

_____
(NAME OF ORGANIZATION)

State of_____

County (City) of _____:

On this _____ day of _____, 20_____, before me, _____

_____, the undersigned officer

personally appeared _____, known to me to be the person described in the foregoing Bidder's Questionnaire and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

_____ **(SEAL)**
(NOTARY PUBLIC)

My Commission Expires_____

ATTACHMENT L – CONTRACTOR'S SAFETY REQUIREMENTS

Safety oversight of contractor operations is a very important element of the MTA's System Safety Program Plan. Ensuring that our system is operated safely, the system includes, people, equipment, facilities and environment the in which we operate. Therefore Safety oversight of contractor operations includes but may not be limited to:

1. Scheduled and non-scheduled audits and inspections of work policies, procedures, and practices (including those related to maintenance activities performed under the contract). Records and signatures verifying work orders and practices will be reviewed for accuracy. The MTA may also request at any time an investigation of accidents/incidents related to or affecting MTA operation and services. Submittal of accident/incident reports forwarded to the MTA Office of Safety and Risk Management. Notification of accidents within a 24 hour period. Fatalities, multiple injuries, or in excess of $ 100,000 in property damage should be reported within a 2-hour period. The dispatcher/ company designee is responsible for coordinating and monitoring emergency efforts. The contractor shall provide the MTA with all applicable information the MTA deems necessary to conduct an accident/incident investigation (if necessary) and to ensure similar events do not occur.

2. Audits of employee and qualifications, training and present and past operating records of personnel directly involved with MTA operations and services. It is the responsibility of the contract provider to randomly review employee records and inform MTA of these reviews and to investigate any irregularities or disparities found.

3. Development and implementation of training agendas for employees. Training may address a variety of topics, but as a minimum will pertain to the correct use of emergency equipment, emergency preparedness, response and recovery procedures (including those related to hazardous material situations), and communications. Regulatory requirements for testing and certification (CDL & Substance Abuse Policies) will be maintained.

4. Participation in implementing MTA's EPPs, SOPs, and EOPs. Training and updates will be developed and provided as necessary to ensure all personnel remain cognizant of the most accurate and up to date information.

5. Contractor shall submit a safety, maintenance (both vehicle and facility maintenance programs), training, QA/QC, and operations management plans for MTA approval that effectively addresses all SSPP safety elements.

6. Minutes of Contractor employee safety meetings shall be sent to the MTA Safety Department for review. The MTA Safety Department should periodically attend contractor safety meetings to support MTA safety priorities.

CONTRACTOR MUST PROVIDE EMPLOYEES WITH:

a. Training related to passenger safety awareness, and passenger security.

b. Training involving the System Safety Program Plan that includes security

c. Participation in emergency response management drills with MTA and local emergency response providers such as local police and fire departments.

d. Periodic audits and inspections of equipment, maintenance facilities, and other properties deemed necessary by the MTA. Periodic ride conducted on service to assess employees' performance and equipment condition checks may also be made.

ATTACHMENT M – CONTRACTOR'S SUBSTANCE ABUSE PROGRAM

MTA'S CONTRACTORS SUBSTANCE ABUSE PREVENTION COMPLIANCE REQUIREMENTS

A. The Federal Transit Administration requires that any contractors employed to "STAND IN THE SHOES" of MTA Safety Sensitive employees must be in compliance with 49 CFR Part 40, (Procedures for Transportation Workplace Drug and Alcohol Testing Programs) and 49 CFR Part 655 (Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations) at the risk of cancellation of the contract. The contractor must also comply with any amendments or revisions to 49 CFR Parts 40 and/or 655 which could become effective during the contract period. MTA is responsible to assure such compliance and will do so via on-site audits of personnel, facilities, record keeping and reporting requirements as well as monitoring various monthly and quarterly reports. The definition of FTA Safety Sensitive function and covered employee is set forth in 49 CFR Part 655.4, definitions.

B. Any MTA Senior Manager responsible for administering a contract which meets the quoted criteria of "A", above, or who is responsible for the procurement of such a contract after 01/01/95 is responsible for:

1. Notifying in writing all contract service and maintenance providers of applicable regulatory requirements and the need for compliance.

2. Providing each contractor with a copy of the regulatory requirements.

3. Requiring each contractor to sign a "Confirmation of Receipt" form acknowledging receipt of the regulations.

4. Informing contractors of their record keeping and reporting requirements to the MTA, including retention of records, quarterly Management Information System (MIS) reporting on drug and alcohol results, quarterly certification of compliance, and monthly completion of the MTA date and time analysis report. Other reporting requirements may be directed by the MTA at any time.

4a. Retention of record requirements as listed in subpart H-Administrative Requirements of 49 CFR Part 655.71.

4b. Management Information System (MIS) requirements as listed in subpart H-Administrative Requirements of 49 CFR 655.72. Contractors shall complete and submit this calendar year report in quarterly increments.

4c. Certification of Compliance requirements as listed in subpart I-Certifying Compliance of 49 CFR Parts 655.81 and 655.83. Contractors shall certify their compliance each quarter with submission of their quarterly MIS reports to the MTA. The certification must be authorized by the organizations governing board or other authorizing official.

4d. The Monthly Date and Time Analysis report requires that each contractor update and maintain a Microsoft Office Excel spreadsheet on FTA drug and alcohol testing based upon random, post accident and reasonable suspicion directed testing. This report shall be submitted to the MTA by the 15th of the month following the month of record. This spreadsheet shall capture the name, date of hire, type of testing, date & time the testing appointment form was issued by a supervisor, time of arrival & departure at the collection center, specimen collection time, and work schedule of the employee tested.

C. The contractor shall establish and maintain a "Stand in the Shoes" policy in accordance with 49 CFR Parts 40 and 655 which shall contain:

1. A policy statement regarding drug use and alcohol misuse. The policy must contain the required elements of an anti-drug use and alcohol misuse program as outlined in 49 CFR Parts 655.12, 655.15, and 655.16

2. An employee training and education program which meets the requirements of 49 CFR 655.14.

3. A testing program for covered employees as described in 49 CFR 655 Subparts C and D which meets the requirements of this part and 49 CFR Part 40.

4. Procedures for referring a covered employee who has a verified positive drug test result or an alcohol concentration of 0.04 or greater to a Substance Abuse Professional consistent with 49 CFR Part 40.

This policy must comply with requirements of the MTA Medical Services Section in determining FTA compliance. Contractors shall comply with modification and policy revision requests as deemed appropriate by MTA Medical Services.

D. The MTA designee responsible for contractor administration shall register contractors required to establish and maintain the above FTA drug and alcohol compliance policy. Contractor shall provide names, addresses and telephone numbers for the persons responsible for monitoring and maintaining daily compliance.

E. MTA contractors, which fall under FTA Authority, shall comply with all sections of 49 CFR Parts 40 and 655. MTA shall monitor compliance through on-site audits of personnel, facilities, record keeping and reporting requirements. Corrective action may be directed by the MTA at any time to ensure policy compliance or as otherwise required. Failure on the part of any contractor to comply with the requirements as outlined in this Exhibit, denying on-site access of MTA personnel to records, reports, and supporting documentation, or failing to implement and maintain corrective action determined necessary by MTA, may result in the suspension of payment(s) until such time corrective action complies with MTA requirements. Further, failure to comply with the requirements in this Exhibit, may result in the loss or suspension of the contract.

F. Contractors who outsource all or any portion of their drug and alcohol prevention program responsibilities to consultants, consortiums, third party administrator's (TPA) or others shall ensure that those parties will cooperate and comply with the requirements applicable to MTA contractors as contained herein.

G. Any contractor subcontracting any portion of its transit service contractual responsibilities (i.e. paratransit utilizing subcontracted vans and/or taxi cabs) shall ensure at it's own expense, that their 'subcontractors' are in full compliance with 49 CFR Parts 40 and 655. Further, all reporting, documentation, retention of records, access to records, on-site auditing by MTA, and access to any documentation to support FTA compliance as described herein Exhibit, is made available to the MTA. Any failure to comply or cooperate with the MTA may result in the suspension of payment to the contractor and may result in the loss or suspension of the contract.

H. [For the purposes of paragraph G above, and its impact on subcontracting with taxi drivers and other transportation providers, the FTA final ruling of Regulatory Information is provided for your review. Published on April 30, 2001, this ruling can be found in the notice of proposed rulemaking (NPRM) proposing changes to conform its drug and alcohol testing regulation (49 CFR Part 655) to the December 19, 2000 revision of DOT's transportation workplace testing procedures at 49 CFR Part 40.]

"The intent of FTA's regulatory scheme is not to impose federal regulations on the taxi industry; however, taxi companies that contract with transportation service providers receiving federal transit funds are subject to compliance with the drug and alcohol rules. FTA policy continues to recognize the practical difficulty of administering a drug and alcohol testing program to taxi companies that only incidentally provide transit service. Therefore, the drug and alcohol testing rules apply when the transit provider enters into a contract with one or more entities to provide taxi service. The rules do not apply when the patron (using subsidized vouchers) selects the taxi company that provides the transit service".

ATTACHMENT N – DAILY AND MONTHLY TRIP REPORT

Daily Summary of Ridership and Cash Due Report

Route(s) _____

Date _____

	Number of Riders			Total
Trip No.	Total	MTA Passes	10 - Trip	Cash Due
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
40				
Total				$

Monthly Summary of Ridership and Cash Due Report

Route(s) _____

Month/Year: _____

	Number of Riders			Total
Day	Total	MTA Passes	10 - Trip	Cash Due
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
Total				$

* Total Cash Due "should be deducted from monthly invoice.

ATTACHMENT O-1

VSBE Utilization Affidavit and Subcontractor Participation Schedule

(submit with Bid/Proposal)

This document **MUST BE** included with the Bid/Proposal. If the Bidder/Offeror fails to complete and submit this form with the Bid/Proposal, the procurement officer may determine that the Bid is non-responsive or that the Proposal is not reasonably susceptible of being selected for award.

In conjunction with the Bid/Proposal submitted in response to Solicitation No. **MTA-1432**, I affirm the following:

1. □ I acknowledge and intend to meet the overall verified VSBE participation goal of **0.5%.** Therefore, I will not be seeking a waiver.

OR

□. I conclude that I am unable to achieve the VSBE participation goal. I hereby request a waiver, in whole or in part, of the overall goal. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.13.07. If this request is for a partial waiver, I have identified the portion of the VSBE goal that I intend to meet.

2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 days of receiving notice of the apparent award or from the date of conditional award (per COMAR 21.11.13.06), whichever is earlier.

   (a) Subcontractor Project Participation Statement (**Attachment O-2**); and
   (b) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the VSBE participation goal.

   I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable**.**

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

4. Set forth below are the (i) verified VSBEs I intend to use and (ii) the percentage of the total contract amount allocated to each VSBE for this project. I hereby affirm that the VSBE firms are only providing those products and services for which they are verified.

Rev. 3/11/2013

ATTACHMENT O-1

VSBE Subcontractor Participation Schedule

Prime Contractor (Firm Name, Address, Phone):	Project Description:
Project Number: - _____	

List Information For Each Verified VSBE Subcontractor On This Project

Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:
Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:
Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:
Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:

Continue on a separate page, if needed.

SUMMARY

TOTAL VSBE Participation: _____%

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

_____
Bidder/Offeror Name
(PLEASE PRINT OR TYPE)

_____
Signature of Affiant

Name:_____
Title:_____
Date:_____

ATTACHMENT O-2

VSBE Subcontractor Participation Statement

Please complete and submit one form for each verified VSBE listed on Attachment O-1 within 10 working days of notification of apparent award

_____ (prime contractor) has entered into a contract with _____ (subcontractor) to provide services in connection with the Solicitation described below.

Prime Contractor (Firm Name, Address, Phone):	Project Description:
Project Number: _____	Total Contract Amount: $
Name of Veteran-Owned Firm:	DUNS Number:
	FEIN:
Work to Be Performed:	
Percentage of Total Contract:	Total Subcontract Amount: $

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Veteran-Owned Small Business Enterprise law, State Finance and Procurement Article, Title 14, Subtitle 6, Annotated Code of Maryland.

PRIME CONTRACTOR:

_____
Signature

_____
Printed Name

_____
Title/Date

SUBCONTRACTOR:

_____
Signature

_____
Printed Name

_____
Title/Date

Commuter Bus Daily Service Report

Contractor *Contractor* **Reported by** _____

Report Date *Current Month*

Date	Route	Trip	Bus	AM/ PM	Deficiency/Incident	Location	Explanation, Action or Resolution

Effective September 1, 2014

NO. 310 LINE NORTHBOUND FROM COLUMBIA TO BALTIMORE (A.M.)						
Trip No.	1	S 2	3	S 4	5	S 6
HOWARD COUNTY						
Columbia Mall Ring Road (at Park Square Bldg.)	--	6:52	--	7:32	--	8:12
Little Patuxent Pkwy. opp. Gov. Warfield Pkwy.	--	6:54	--	7:34	--	8:14
Little Patuxent Pkwy. & Vantage Point Rd.	--	6:55	--	7:35	--	8:15
Snowden River Park & Ride	6:50	7:10	7:30	7:50	8:10	8:30
DOWNTOWN BALTIMORE						
Baltimore St. & Pine St.	7:12	7:32	7:52	8:12	8:32	8:52
Baltimore St. & Greene St. (UMAB)	7:13	7:33	7:53	8:13	8:33	8:53
Baltimore St. & Eutaw St.	7:14	7:34	7:54	8:14	8:34	8:54
Baltimore St. & Howard St. (Baltimore Arena) **(L)**	7:15	7:35	7:55	8:15	8:35	8:55
Baltimore St. & Charles St. (M)	7:16	7:36	7:56	8:16	8:36	8:56
Baltimore St. & St. Paul St.	7:17	7:37	7:57	8:17	8:37	8:57
Baltimore St. & Calvert St.	7:18	7:38	7:58	8:18	8:38	8:58
Gay St. & Fayette	7:19	7:39	7:59	8:19	8:39	8:59
Gay St. & Saratoga St. (City Hall)	7:20	7:40	8:00	8:20	8:40	9:00
Monument St. & Broadway	7:25	7:45	8:05	8:25	8:45	9:05
Wolfe St. & Monument St. (Johns Hopkins Hosp.) **(M)**	7:27	7:47	8:07	8:27	8:47	9:07

Effective September 1, 2014

NO. 310 LINE SOUTHBOUND FROM BALTIMORE TO COLUMBIA (P.M.)							
Trip No.	S 7	8	S 9	10	S 11	12	S 13
DOWNTOWN BALTIMORE							
Wolfe St. & Monument St. (Johns Hopkins Hosp.) **(M)**	1:10	3:25	3:55	4:15	4:35	4:55	5:35
Fayette St. & Gay St. (City Hall)	1:16	3:31	4:01	4:21	4:41	5:02	5:42
St. Paul St. & Fayette St. (M)	1:20	3:35	4:05	4:25	4:45	5:07	5:47
Light St. & Redwood St.	1:22	3:37	4:07	4:27	4:47	5:09	5:49
Lombard St. & Charles St.	1:24	3:39	4:09	4:29	4:49	5:11	5:51
Lombard St. & Hopkins Pl.	1:25	3:40	4:10	4:30	4:50	5:12	5:52
Lombard St. & Howard St. (L)	1:27	3:42	4:12	4:32	4:52	5:14	5:54
Lombard St. & Eutaw St.	1:28	3:43	4:13	4:33	4:53	5:15	5:55
Lombard St. & Greene St. (UMAB)	1:29	3:44	4:14	4:34	4:54	5:16	5:56
HOWARD COUNTY							
Snowden River Park & Ride	1:50	4:05	4:35	4:55	5:15	5:37	6:07
Little Patuxent Pkwy. opp. Vantage Point Rd.	2:02	--	4:47	--	5:27	--	6:19
Little Patuxent Pkwy. & Gov. Warfield Pkwy.	2:03	--	4:48	--	5:28	--	6:20
Columbia Mall Ring Road (at Park Square Bldg.)	2:05	--	4:50	--	5:30	--	6:22

Effective September 1, 2014

NO. 320 LINE SOUTHBOUND FROM BALTIMORE TO JESSUP / COLUMBIA (A.M.)						
		S		S		S
Trip No.	1	2	3	4	5	6
DOWNTOWN BALTIMORE						
Wolfe St. & Monument St. (Johns Hopkins Hosp.) **(M)**	5:25	5:45	6:05	6:25	6:55	7:35
Cathedral St. & Mulberry St.	5:31	5:51	6:11	6:31	7:01	7:41
Cathedral St. & Saratoga St.	5:32	5:52	6:12	6:32	7:02	7:42
Liberty St. & Lexington St.	5:33	5:53	6:13	6:33	7:03	7:43
Hopkins Pl. & Baltimore St. (Arena) **(M) (L)**	5:35	5:55	6:15	6:35	7:05	7:45
Howard St. & Camden St. (Convention Center)	5:37	5:57	6:17	6:37	7:07	7:47
HOWARD COUNTY						
U.S. 1 & Levering Ave.	5:52	6:12	6:32	6:52	7:22	8:02
U.S. 1 & Montgomery Rd.	5:54	6:14	6:34	6:54	7:24	8:04
U.S. 1 & Hunt Club Rd.	5:55	6:15	6:35	6:55	7:25	8:05
U.S. 1 & Troy Hill Dr. (Troy Hill Corporate Ctr.)	5:56	6:16	6:36	6:56	7:26	8:06
U.S. 1 opp. Amberton Dr. (Route 100 Ind. Park)	5:57	6:17	6:37	6:57	7:27	8:07
U.S. 1 & Meadowridge Rd. (Meadowridge Bus. Pk.)	5:59	6:19	6:39	6:59	7:29	8:09
U.S. 1 & Port Capital Dr.	6:01	6:21	6:41	7:01	7:31	8:11
Assateague Dr. & U.S. 1	6:04	6:24	6:44	7:04	7:34	8:14
Assateague Dr. & Conowingo Ave. (Food Center)	6:06	6:26	6:46	7:06	7:36	8:16
Assateague Dr. & Oceano Ave.	6:07	6:27	6:47	7:07	7:37	8:17
Patuxent Range Rd. & Dorsey Run Rd.	6:10	6:30	6:50	7:10	--	--
Patuxent Range Rd. opp. Stayton Dr.	6:11	6:31	6:51	7:11	--	--
Dorsey Run Rd. & Montevideo Rd.	--	--	--	--	7:40	8:20
Gateway Dr. & Eli Whitney Dr.	6:18	6:38	6:58	7:18	7:46	8:26
Gateway Dr. opp. John McAdams Dr.	6:19	6:39	6:59	7:19	7:47	8:27
Gateway Dr. opp. Ben Franklin Dr.	6:20	6:40	7:00	7:20	7:48	8:28
Gateway Dr. & Albert Einstein Dr.	6:21	6:41	7:01	7:21	7:49	8:29
Gateway Dr. opp. Samuel Morse Dr.	6:22	6:42	7:02	7:22	7:50	8:30
Robert Fulton Dr. & Gateway Dr.	6:23	6:43	7:03	7:23	7:51	8:31
Robert Fulton Dr. opp. Lee Deforest Rd.	6:24	6:44	7:04	7:24	7:52	8:32
Robert Fulton Dr. opp. Solar Walk	6:25	6:45	7:05	7:25	7:53	8:33
McGaw Rd. & Stanford Blvd.	--	6:48	--	7:28	7:56	8:36
Dobbin Rd. opp. Dobbin Center Way	--	6:50	--	7:30	7:58	8:38
Snowden River Park & Ride	6:29	--	7:09	--	8:02	--
Little Patuxent Pkwy. opp. Vantage Point Rd.	--	6:58	--	7:38	--	8:46
Little Patuxent Pkwy. & Gov. Warfield Pkwy.	--	6:59	--	7:39	--	8:47
Columbia Mall Ring Road (at Park Square Bldg.)	--	7:01	--	7:41	--	8:49

Effective September 1, 2014

NO. 320 LINE NORTHBOUND FROM COLUMBIA / JESSUP TO BALTIMORE (P.M.)						
Trip No.	S 7	S 8	9	S 10	11	S 12
HOWARD COUNTY						
Columbia Mall Ring Road (at Park Square Bldg.)	--	2:30	--	3:30	--	5:10
Little Patuxent Pkwy. opp. Gov. Warfield Pkwy.	--	2:32	--	3:32	--	5:12
Little Patuxent Pkwy. & Vantage Point Rd.	--	2:33	--	3:33	--	5:13
Snowden River Park & Ride	12:00	--	3:17	--	4:17	--
Dobbin Rd. & Dobbin Center Way	--	2:41	--	3:41	4:21	5:21
McGaw Rd. opp. Stanford Blvd.	--	2:44	--	3:44	4:24	5:24
Robert Fulton Dr. & Solar Walk	12:03	2:46	3:21	3:46	4:26	5:26
Robert Fulton Dr. & Lee Deforest Rd.	12:04	2:47	3:22	3:47	4:27	5:27
Robert Fulton Dr. & Gateway Dr.	12:05	2:48	3:23	3:48	4:28	5:28
Gateway Dr. & Samuel Morse Dr.	12:06	2:49	3:24	3:49	4:29	5:29
Gateway Dr. opp. Albert Einstein Dr.	12:07	2:50	3:25	3:50	4:30	5:30
Gateway Dr. & Ben Franklin Dr.	12:08	2:51	3:26	3:51	4:31	5:31
Gateway Dr. & John McAdams Dr.	12:09	2:52	3:27	3:52	4:32	5:32
Gateway Dr. opp. Eli Whitney Dr.	12:10	2:53	3:28	3:53	4:33	5:33
Patuxent Range Rd. & Stayton Dr.	12:16	3:00	3:35	4:00	--	--
Patuxent Range Rd. & Dorsey Run Rd.	12:17	3:01	3:36	4:01	--	--
Dorsey Run Rd. & Montevideo Rd.	--	--	--	--	4:36	5:36
Oceano Ave. & Assateague Dr.	12:19	3:04	3:39	4:04	4:39	5:39
Assateague Dr. & Conowingo Ave. (Food Center)	12:21	3:06	3:41	4:06	4:41	5:41
Assateague Dr. & U.S. 1	12:22	3:07	3:42	4:07	4:42	5:42
U.S. 1 & Montevideo Rd.	12:25	3:10	3:45	4:10	4:45	5:45
U.S. 1 & Kit Kat Rd.	12:26	3:11	3:46	4:11	4:46	5:46
U.S. 1 opp. Meadowridge Rd. (Meadowridge Bus. Pk.)	12:28	3:13	3:48	4:13	4:48	5:48
U.S. 1 & Amberton Dr. (Route 100 Ind. Park)	12:30	3:15	3:50	4:15	4:50	5:50
U.S. 1 opp. Troy Hill Dr.	12:31	3:16	3:51	4:16	4:51	5:51
U.S. 1 opp. Hunt Club Rd.	12:32	3:17	3:52	4:17	4:52	5:52
U.S. 1 & Montgomery Rd.	12:33	3:18	3:53	4:18	4:53	5:53
U.S. 1 & Levering Ave.	12:35	3:20	3:55	4:20	4:55	5:55
DOWNTOWN BALTIMORE						
Howard St. & Pratt St. (Convention Center) **(L)**	12:50	3:35	4:10	4:35	5:10	6:10
Howard St. & Lombard St.	12:51	3:36	4:11	4:36	5:11	6:11
Howard St. & Redwood St. (Arena) **(L)**	12:52	3:37	4:12	4:37	5:12	6:12
Howard St. bet. Baltimore St. & Fairmount Ave.	12:53	3:38	4:13	4:38	5:13	6:13
Howard St. bet. Fayette St. & Marion St.	12:54	3:39	4:14	4:39	5:14	6:14
Howard St. bet. Lexington St. & Clay St. (L)	12:55	3:40	4:15	4:40	5:15	6:15
Howard St. bet. Saratoga St. & Mulberry St.	12:56	3:41	4:16	4:41	5:16	6:16
Wolfe St. & Monument St. (Johns Hopkins Hosp.) **(M)**	1:02	3:47	4:22	4:47	5:22	6:22