

OFFICIAL TRANSCRIPT OF THE
MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION

PRE-PROPOSAL CONFERENCE

FOR

PARATRANSIT SERVICES

RFP NO. MTA-1359

July 27, 2011

10:00 A.M.

Maryland Department of Transportation
6 St. Paul Street
Baltimore, Maryland

Agency:

Nanette Gibson, Operations/IT Services
Karen Elsey, Office of Mobility Services
Amanda Patten, Procurement
Paula Cullings, Office of Fair Practices

Participants:

Allen Taylor, Taylor Made Transportation
Bill Savidge, Hart to Heart
Joseph DeCarlo, Dream Management, Inc.
Luis Gutierrez, Dream Management, Inc.
Alex Roman, III, Veolia Transportation
Stephen Shaw, Veolia Transportation
Marlon Bates, Veolia Transportation
Yolanda White, MV
Christine DiPietro, MV
Cathy Jacobs, MV
Jerome Robinson, Jr., STAR
Jan Desper, Higher Ground Transportation Services, Inc.
Bill Francis, Saferide
Mark Buchholtz, Lifestar Response
Claire Ringham, Lifestar Response
Mike Rushin, Transcare
Patrick Smith, Transcare
Brian Nevin, Sr., Transcare

Wayne Frazier, Sr. MWMCA
Kenneth Davis, Davis Limousines & Sedans, LLC
Thomas Agbor, Just 4U Transit
Everton Latty, iDeal Decisions
Sean Fagan, Fleet Movers, Inc.
Carla Haynes, Community Bridge, Inc.
Major Asseggo, IPMS Consulting

Court Reporter:
Saundra Jackson
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Hyattsville, MD 20784
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1 MS. GIBSON: Good morning.

2 ALL BIDDERS: Good morning.

3 MS. GIBSON: And, welcome to the prebid conference for
4 RFP MTA-1359 Paratransit Services. My name is Nannette Gibson,
5 and I am the Procurement Officer for this solicitation. I would
6 like to welcome you to the conference.

7 I'd like for the MTA staff to introduce themselves,
8 and then I would like the vendors to introduce themselves, as
9 well.

10 MS. CULLINGS: I'm Paula Cullings. I'm the Director
11 of the Office of Fair Practices.

12 MS. ELSEY: I'm Karen Elsey. I'm Contract
13 Administrator for this procurement.

14 MS. PATTEN: I'm Amanda Patten. I'm a Procurement
15 Assistant with the MTA.

16 MR. TAYLOR: Good morning. I'm Allen Taylor,
17 President of Taylor Made Transportation.

18 MR. SAVIDGE: Bill Savidge, Vice President, Hart to
19 Heart Ambulance.

20 MR. DECARLO: Good morning. Joseph Decarlo with Dream
21 Management.

22 MR. MCGILLIS: Reese McGillis, President of Dream
23 Management.

24 MR. ROMAN: Alex Roman, Veolia Transportation.

25 MR. SHAW: Steve Shaw, Veolia Transportation.

1 MR. BATES: Marlon Bates, Veolia Transportation.
2 MS. WHITE: Yolanda White, MV Transportation.
3 MS. DIPIETRO: Christine DiPietro, MV Transportation.
4 MS. JACOBS: Catherine Jacobs, MV Transportation.
5 MR. ROBINSON: Jerome Robinson, Star Associates, Inc.
6 MS. DESPER: Jan Desper, Higher Ground Transportation.
7 MR. FRANCIS: Bill Francis, Safe Ride.
8 MR. BUCHHOLTZ: Mark Buchholtz, Lifestar Response.
9 MS. RINGHAM: Claire Ringham, Lifestar Response.
10 MR. RUSHIN: Mike Rushin, TransCare.
11 MR. SMITH: Pat Smith, TransCare.
12 MR. FRAZIER: Wayne Frazier, Maryland Washington

13 Minority Contractor's.

14 MR. NEVIN: Brian Nevin, TransCare.

15 MR. DAVIS: Kenneth Davis, Davis Limousines and
16 Sedans, LLC.

17 MR. VAN FOSSEN: Dave Van Fossen, First Transit.

18 MS. GIBSON: Again, welcome. If anyone has not signed
19 the sign-in sheet, please do so.

20 I will, briefly, highlight some of the contractual and
21 related and administrative information, and then I will turn the
22 meeting over to the panel.

23 As you can see, our meeting is being recorded. I ask
24 that you, please, state your name and your firm when asking a
25 question. The minutes of the meeting will be issued to everyone

1 who received a copy of the solicitation, and I have distribute
2 the Plan Holders list for your review and for your use.

3 I ask that you, please, check the Plan Holders list to
4 make sure that your e-mail address is correct, because I will
5 use this list to contact each interested parties regarding any
6 changes to the solicitation.

7 If you have any questions or concerns, please direct
8 them to me. Only answers received from the procurement officer
9 are the official position for the agency. I ask that all
10 questions, please, be in writing.

11 If it becomes necessary to revise this solicitation,
12 that includes any questions, any changes to the specifications,
13 submissions and instructions to the proposal, I will issue an
14 addendum. The addendum will be issued on the MTA's website;
15 however, I will use the Plan Holders list in order to notify you
16 of any changes.

17 The Purpose of the RFP is to award multi-contracts
18 for a period of three years with one two-year option renewal.

19 Inquiries are required. The submission deadline for
20 written inquiries is August 17th, 2011 by 4:00 p.m.

21 In order to be considered, proposals must be received
22 no later than 2:00 p.m. on September 1st, 2011, one original
23 and four copies of your technical proposals, and one
24 original and four copies of your financial proposals in a
25 separate sealed envelope, clearly, marked with your name and

1 address and the contents of the envelope.

2 An overall MBE subcontracting goal of twenty-five
3 percent (25%) has been established for this procurement.

4 Insurance Requirements. The contractor must obtain at
5 its own cost and expense and keep in force and effect during the
6 terms of this contract and including extensions specified in
7 Section I of the RFP.

8 Bid Bond Requirements. The bid bonds or
9 other suitable security in the amount of \$750,000 of the
10 proposal prices must be submitted with the offeror's technical
11 proposal.

12 Performance Bond Requirements. Successful officer
13 must submit a performance bond or a letter of credit in the
14 amount of ten percent (10%) of the total contract price for the
15 duration of the contract specified in Attachment 11.

16 Are there any questions?

17 MR. SMITH: Based on --

18 COURT REPORTER: -- Excuse me. Your name, please.

19 MR. SMITH: This is Pat Smith from Transcare. Is that
20 performance bond is on a base -- a three years base, not a two
21 year extension?

22 MS. GIBSON: Correct. That is on your three years.

23 Response to the RFP. Please adhere to the format of
24 the RFP and respond, accordingly. Also, remember to mark your
25 original technical proposals as, "Originals."

1 Evaluation and Selection Process. List in order of
2 importance the evaluation criteria for which your evaluating
3 team will evaluate your technical proposal. Officer proposals
4 will be received by evaluation committee set up by the MTA. The
5 committee will review and rate all individual proposals.

6 The Offeror's who has been deemed
7 reasonably susceptible of being recommended for an award and may
8 be contacted to make an oral presentation. The oral
9 presentation will allow the evaluation committee to ask
10 questions and/or enter into a discussion regarding the Offeror's
11 proposal.

12 Are there any questions?

13 Okay. Now I'd like to turn the meeting over to the
14 Office of Fair Practice to go over the MBE portion.

15 MS. CULLINGS: Thank you. Good morning, everyone.

16 ALL BIDDERS: Good morning.

17 MS. CULLINGS: We're going to start off letting you
18 know that the solicitation has MBE documents, and you will be
19 given an addendum for the most updated. In the lower left-hand
20 corner -- right-hand corner, I'm sorry, is 11/08 as a date.
21 That will not be. It will be '09. So just be very clear that
22 you do not submit that solicitation, today.

23 Okay. I'm just going to go over the requirements.
24 The goal is twenty-five (25%) percent. It is for MBE
25 participation. That means the firm shall be certified by MDOT

1 and MDOT only as an MBE firm.

2 Now, when you go in the directory, you will see firms
3 that are listed as MBE/DBE. That's fine. If you see a firm
4 that's only DBE, you cannot use them in this solicitation.

5 So, anyone who is not certified, I would say close to
6 today, by now, will not likely get certified by September
7 because of the process, unless someone is already in the hopper
8 and already down the road. But, it is your responsibility to
9 know it and to know it for a fact on that date.

10 If I receive something, they're not certified, you're
11 out. It's on you. So, do not take the word of the vendor
12 who's wanting the work and says, yes, I'm certified and you list
13 them and you have not verified that they are. There's no
14 pending status, so you cannot put a company down pending their
15 certification. You're out. And, I really want you all to be
16 very successful.

17 Form A is, certainly, your commitment where you have
18 agreed to the twenty-five percent (25%). There's also a space
19 to say, well, I need a waiver, so I'm agreeing to something
20 different. Maybe I have 22.5% in my calculations and I'm going
21 to ask you for a waiver for the difference or something,
22 thereof. So, you have those two choices, and you sign this
23 document on page two.

24 Form B -- and, what I'll do is -- I hope you will
25 share -- excuse me -- share these just so you can follow with

1 me. And, many of you have done this already, but I just want
2 you to be very clear. Share, please. Don't take one; share.

3 Okay. Form B are the Instructions. Keep them. Don't
4 send them back to me. And, the second page of Form B is a
5 worksheet, and it looks like this (indicating). You keep that.
6 Don't send that back to me. This is so that you are, very
7 clear, on your calculations.

8 If we calculate something different and it's less than
9 the twenty-five percent (25%) and you have not asked for the
10 waiver, you're out. So, that's why we give you the
11 Instructions, the worksheet. And, many of you sitting in this
12 room are usually not the people that do this paperwork, and
13 that's unfortunate because you don't always pass along to them
14 the importance of getting this part correct.

15 This can make and break the deal, and there is no
16 adjustments. The proposals may have adjustments and bafo's
17 [phonetic sp.] and best and finals but not your MBE package.
18 So, that needs to come in correct the first time.

19 Column 1 asks you on the third page, which is known as
20 part two of the MBE program package, it asks you for the
21 company's name. Who is the MBE contractor, subcontractor?
22 Column 2 asks you for their certification number that you would
23 have looked up in the directory yourself or they would have
24 provided to you, appropriately, because everyone certified gets
25 a letter. The letter tells you they're certified to do these

1 particular things; this is their cert. number.

2 Column 3 says give me a NAIC code or what are you
3 going to have this company do. Now, NAIC codes can be very
4 vague. They say this but none of those things of which you're
5 going to have the person do. I need to know that you're asking
6 the person to do the good or the service that they're certified
7 for.

8 So, while you're looking at a NAIC code, it's very
9 important that you also identify what will they be doing for
10 your firm. That must and shall match what they're certified for
11 through MDOT. So, don't take anything for granted. If they did
12 not list that this is what they do, then certainly, you cannot
13 take for granted that, oh, well, that's in the industry.

14 Well, they didn't update themselves, so anyone you're
15 working with now, you want them to do a certain thing, you want
16 them to bring lunch every day as a caterer; they're not a
17 caterer, then you need to have them update themselves to be a
18 caterer.

19 But, I don't think our RFP asks for lunch to be
20 provided, but if we did and you needed a subcontractor to cater,
21 then that's the kind of thing you would include.

22 Column 4 allows you to give us a percentage. Because
23 this is a proposal, you have no idea what your dollar value will
24 be one way or the other. So, therefore, we ask that you propose
25 the percentage of whatever you are to be awarded. So, if it's

1 eight percent of whatever you're going to make, then it's eight
2 percent and so on.

3 Now, 4.2 in Column 4 helps you with a little math,
4 because shall you buy -- if you will buy goods, commodities,
5 products from a minority business, you may only have sixty
6 percent (60%) of the cost of those goods to credit towards your
7 goal.

8 So, if you're going to buy fuel, if you're going to
9 buy vehicle parts, you're only going to get sixty percent (60%)
10 of the top dollar that you spend with those items towards the
11 goal. So, you spend \$5,000 on tires and batteries; you can only
12 take sixty percent (60%) of that. You show the \$5,000 you spent
13 and then you show the sixty percent (60%).

14 So, when you're out here preparing your proposal and
15 getting prices from people -- I know it's going to be very hard
16 to say, well, how much goods am I going to buy -- you're just
17 going to have to guesstimate over your past history, what do you
18 buy for vehicles and various sundry things and make that as best
19 you can.

20 Okay. After you finish Form B, which you may have as
21 many pages as you care, make as many copies for as many
22 companies as you're utilizing. The final page will be your
23 signature, company name, etcetera.

24 At the point of the award intentions, so to speak, I
25 think there's a ten-day period you shall give us Form C and D.

1 [Form] C is to tell us what was your efforts and your
2 outreach. Did you just go in the directory? And that's fine.
3 Did you put out a newspaper clipping that said, here ye, I'm
4 doing this and I need these kinds of companies? Whatever it is,
5 show evidence of it and answer Form C.

6 Form D is the form in which you will write on, not the
7 subcontractor, telling that subcontractor what it is you're
8 having them do, for what percentage, your signature, and then
9 you may fax that to the subcontractor for their signature if
10 they're not nearby. I will accept that document as a fax.

11 Excuse me. Nannette, at what point is the MBE package
12 going to be at what level of the proposal?

13 MS. GIBSON: They have to submit --

14 MS. CULLINGS: -- with the --

15 MS. GIBSON: -- A and B first.

16 MS. CULLINGS: I mean with the proposal or the
17 financial -- where is --

18 MS. GIBSON: -- With their proposal.

19 MS. CULLINGS: Okay.

20 MS. GIBSON: They are submitted with their proposal.

21 MS. CULLINGS: So, when you do the proposal, that's
22 where your MBE package will be.

23 MS. GIBSON: Correct.

24 MS. CULLINGS: And, I don't need all those copies, 11,
25 four, whatever --

1 MS. GIBSON: No.

2 MS. CULLINGS: -- Right? We only need two. So,
3 that's where you will put your MBE package. When they open it
4 up, if there's no MBE package, that whole bid is going to File
5 13. So, write something on it and submit it one way or the
6 other, and then, you would be considered responsive. Failure to
7 do it says you're not. So, don't leave that out. Don't leave
8 it blank. Write something on it so we can determine what's
9 going on.

10 Once you are notified as being the awardees, you are
11 required to submit to my office an agreement -- an executed
12 signed agreement between you and the subs that are part of this
13 twenty-five percent (25%) participation. It can be a three
14 pager, but it should not be the notebook that your solicitation
15 looks like. Keep it real simple. This is what I want you to
16 do; this is how often I need you to do it; your failure to be
17 late is a penalty and so on; this is how you invoice us; this is
18 how we pay you.

19 And, the net 20s and 30 days shall so be honored
20 whether we pay you or not because you are procuring from someone
21 of something you're using, and if you fail to send your own
22 invoices in late, it doesn't matter. That's not acceptable to
23 the minority subcontractors.

24 So, like I've said to a lot of vendors, when Macy's
25 send you the bill, it has a date on it. They don't care that

1 you didn't get your paycheck. You cannot call Macy's and say
2 I'm not honoring this payment because my check was late.

3 So, when you acquire goods and services, and you do
4 this with non-minority firms to get the best price, if you were
5 buying lumber net 20 to get the best price to get a profit at
6 the end of the deal, you're going to pay that. So, don't do
7 anything different with any other subcontractors, particularly,
8 the minority disadvantaged businesses.

9 So, push our envelope. If we fail to pay you, push
10 us, and I will be glad to advocate to make sure you do get paid,
11 timely. That is a big deal.

12 So, the executed agreement is the agreement we shall
13 use when you're having difficulty with a firm. There are times
14 over the years that this contract will be in place where firms
15 will go out of business. Of course, you can replace them or
16 things will happen along those ways or maybe they change their
17 business model and they're no longer offering this and that.

18 I will be using your agreement to defuse any other
19 issues where the company may not be living up to what you asked
20 them to do. If it's not in your agreement, we would have no way
21 of knowing that's what you asked them to do and they failed.

22 The first line will be to bring in the firm and
23 yourself, determine what can be cured and move forward, but you
24 cannot just dump somebody, pick somebody else up and say, oh,
25 well, still got a minority firm on the table. No, that's not

1 acceptable. All changes must come through my office.

2 When you send in your payment records, there's a place
3 to write comments. That's where you should write all the
4 troubles you're having, both minority and non-minority firms,
5 with each other. If we don't see that, then I can't expect that
6 you would call up and say, look, I'm getting rid of so and so
7 because they did. We don't have any record of it, so.

8 The things I'm telling you are just past experiences
9 and things that I want you to be successful at. So, that being
10 said, let me tell you a little bit about the waiver process.

11 It's very possible for this kind of contract. The
12 twenty-five (25%) percent to you might seem ambitious. We feel
13 that it's there. But, anything can happen with 4,000 certified
14 firms. Life is good; business is good; they may tell you, no,
15 thank you, don't want it. Please document all of the people
16 you've tried to reach, and it certainly, has to be a good
17 amount. And, whatever the problem is, if they're not interested
18 in doing business as to why you can't meet the goal.

19 The waivers will come through my office, and
20 therefore, we will be looking for good faith. And, we will also
21 be looking at other bidders and what they were able to achieve
22 to so determine whether you get the waiver. So, document,
23 document, document. And, a waiver turns out to be a proposal
24 when you think about all that you have to bring into it in order
25 to be approved for such.

1 But, once again, I do recognize that supplies alone --
2 when you do the sixty percent (60%) factoring, sometimes you
3 can, you know, run your calculations a bit short. So, if you
4 find that to be the case, please ask for a waiver for the
5 difference and explain that there's nothing else you can,
6 possibly, buy to work through this contract to get that twenty-
7 five percent (25%).

8 But, here again, we really feel confident that this is
9 possible, that the twenty-five percent (25%) can be met by some
10 of the various items, bus cleanings and transportation services,
11 fuel and so on, a number of things that can occur.

12 As Nannette Gibson said, all questions must come to
13 her in writing, and then she sends them my way to answer it so
14 that you all get the same answer. But, I will give you my phone
15 number in case you have a personal comment of understanding only
16 about the minority firm you're trying to utilize, maybe
17 something's not clear, maybe you want to be correct about it and
18 it's very personal and it's not global. My number is
19 (410) 767-3934, or you may reach Valerie Moore or my staff at
20 (410) 767-0546, and we'll be happy to help you.

21 Now, I'm talking about navigating your way through the
22 directory can be a little frustrating, and then I want you to
23 contact MDOT directly at (410) 865-1269 because those are
24 glitches that only they can fix.

25 There's also a letter "G" when you pull up the

1 directory for a service, and there's a little letter G in front
2 of the NAIC code for that company. So, you'll see Paula
3 Cullings company, and you'll see a letter and then a NAIC code.

4 So, a letter G says they have graduated from that
5 NAIC code, only. They're still in the directory, they're still
6 certified, but they've graduated from that portion. So,
7 therefore, know what that is so that you do not use it as part
8 of your participation.

9 But, all the other NAIC codes and all the other
10 things written about them are still current to be certified for,
11 so please be careful of that or be mindful.

12 Again, if you have any technical questions about the
13 firm, their certification, did they update something, ask MDOT.
14 If you call me, if I can be of any help regarding something
15 you're reading into as it being a commercial useful function --
16 and that's the key. What you read in the solicitation should
17 parallel with those subcontractors that are providing you a
18 useful -- commercial useful function.

19 This is, again, an MBE state-funded project, which
20 means any minority that bids as a prime is equally required to
21 bring in the same twenty-five percent (25%) participation. And,
22 you cannot use yourself as part of that twenty-five percent
23 (25%). So, the whole twenty-five percent (25%) shall be shelled
24 out just like it would for a non-minority prime.

25 If you're planning a joint venture where a minority

1 and a majority are a joint venture, you still have to do the
2 twenty-five percent (25%) goal. Your joint venture is an entity
3 and the entity is bidding and that entity shall comply with the
4 MBE goal.

5 Are there any questions? I know everyone is seasoned.
6 Wayne?

7 MS. GIBSON: Excuse me. Your name, please.

8 MS. CULLINGS: Wayne Frazier.

9 MR. FRAZIER: In regards to the overall 25 percent
10 goal, do you anticipate any sub goals on this?

11 MS. CULLINGS: No. Thank you for asking. We didn't
12 do sub goals because sub goals are a designation of how much
13 African American and how much women owned business, and we have
14 changed the model, but the contract has been out prior to the
15 model change.

16 But, the nature of transportation itself doesn't lend
17 us to do that because of the variations of needs to pinpoint how
18 many are in this area and how many are in that area because you
19 are to be as creative as you can to bring in the business. We
20 wouldn't begin to start with accounting and go all the way down
21 to shoes to say that's the wide range of things you can do and
22 then to try to count how many African American companies can do
23 all these things, how many women can do all these things, and
24 you may buy none of those things.

25 We have to leave it open because of transportation

1 itself being what it is and some of the restrictions that we
2 have in the solicitations. So, it's not as cut and dry as some
3 of our other solicitations where we do have sub goals.

4 We did waive it because we're hoping that you give us
5 twenty-five percent (25%) any way you deem fit in the model of
6 how you run your business, those standard items that you
7 subcontract. And, we also recognize you might have to
8 subcontract things you had not, historically, subcontracted in
9 the past.

10 So, to try to analyze all the things that the
11 transportation world could ever segment would be difficult to
12 try to race and gender it. So, there are no sub goals.

13 MR. FRAZIER: In reference to the -- you had mentioned
14 a bonding, a bid bond -- performance bond. Would you accept a
15 bond being written by a minority firm?

16 MS. GIBSON: Okay. That is a question you need to put
17 in writing and send to me.

18 MS. CULLINGS: You're saying in terms of the goal?

19 MR. FRAZIER: Yeah.

20 MS. CULLINGS: Uh-huh.

21 MR. FRAZIER: There's a premium that's paid.

22 MS. CULLINGS: Right. Just put that in writing.

23 MR. FRAZIER: But, that's an MBE.

24 MS. GIBSON: Yes.

25 MS. CULLINGS: Right.

1 MR. FRAZIER: All right.

2 MS. GIBSON: You need to submit in writing--

3 MR. FRAZIER: -- Same way with banking services.

4 Let's say a part of this project needed to be financed and it
5 went to one of our state-certified minority-owned banks for
6 financing. The fee, the interest rate and so forth that's paid,
7 could that be considered?

8 MS. CULLINGS: Yes, I'll take that kind of question.

9 MR. FRAZIER: Okay.

10 MS. CULLINGS: Yeah, that's good faith. That begins
11 to be good faith because these are services that are nothing to
12 do with the solicitation.

13 MS. GIBSON: Again if it is not clean please submit in
14 writing

15 MS. CULLINGS: -- But, they're services and good faith
16 that still has to be procured by the bidder -- the proposer.

17 MR. FRAZIER: Let me --

18 MS. GIBSON: -- But, you're talking about MBE,
19 correct?

20 MR. FRAZIER: Yes. Could the interest rate that's
21 paid to that financial institution that is minority owned, can
22 that be counted towards the overall 25 percent goal?

23 MS. CULLINGS: We're going to answer that in the
24 addendum so that it's, very clear.

25 MS. GIBSON: You need to submit in writing, as well.

1 MS. CULLINGS: Give us that in writing.

2 MR. FRAZIER: All right. One other question. Will
3 you take into consideration any of the companies that would be
4 bidding, the majority companies or the prime companies that
5 would be bidding, their treatment towards or their past
6 treatment towards MBEs?

7 MS. CULLINGS: When you say "take into consideration"
8 --

9 MR. FRAZIER: -- being mistreated.

10 MS. CULLINGS: -- in the evaluation process?

11 MR. FRAZIER: Yes, if they mistreated them, didn't pay
12 them, fired them, just treated them nasty.

13 MS. GIBSON: Put that question in writing as well.

14 MS. CULLINGS: Yeah, put that in writing, but that
15 would have to be part of the evaluation and would have to be
16 evidenced.

17 MR. FRAZIER: Okay.

18 MS. CULLINGS: All right. Any more questions on the
19 MBE participation? Yes, sir. Your name?

20 MR. DAVIS: Kenneth Davis, Davis Limousines. As I was
21 doing some reading of the RFP, it said MTA would provide most of
22 the equipment -- the transportation equipment.

23 MS. GIBSON: Okay. That's not an MBE question.

24 MR. DAVIS: I'm sorry.

25 MS. GIBSON: Okay.

1 MS. CULLINGS: Yeah, right now just the MBE.
2 Everything is clear. Good luck to everyone.

3 If I can be of any help to you, you know, don't
4 hesitate. And, those who are minority firms are listed on
5 there. You'll get a copy. And, do some marketing and
6 networking.

7 I just want to apprise you to say as early as you can
8 engage the MBE, the better it is. If you ask for a waiver and
9 you've only tried to reach them three days before the bid was
10 due, we probably will never accept that. So, we really want you
11 to engage your subcontractors as early as possible. And, good
12 luck.

13 UNIDENTIFIED BIDDER: Your name, again?

14 MS. CULLINGS: Paula Cullings. I'm the Director of
15 the Office of Fair Practices for MTA.

16 UNIDENTIFIED BIDDER: Spell your last name.

17 MS. CULLINGS: C-u-l-l-i-n-g-s.

18 UNIDENTIFIED BIDDER: Thank you.

19 MR. FRAZIER: Just one final question regarding the
20 waivers. Is that subjective, or is that hard and fast; meaning,
21 one company could say I reached out to 25 companies and I wasn't
22 able to find any. Another company may have three companies and
23 got the whole 25 percent but their price might be, slightly,
24 higher. So, is this a subjective, or is this a hard and fast
25 rule that you'll have on this?

1 MS. CULLINGS: You mean subjective as far as the
2 Waivers' concerned?

3 MR. FRAZIER: Yeah, granting the waivers.

4 MS. CULLINGS: To be quite honest with you, it's not
5 meant to be subjective. It's meant to give you an opportunity
6 to express your inability to do something, but by no means does
7 it mean you're going to be granted it. You know, it's a
8 provision that allows for it.

9 Now, as I said earlier, I'm going to look at
10 everyone's bid or proposal and what they submitted as an MBE. I
11 will, probably, evaluate everybody's in here and hand back to
12 Procurement as they are evaluating the technical so they may
13 discount people whose technical isn't right. And, I may be
14 discounting people whose MBE packages are not right.

15 When it comes to the waiver, you know, that's not a
16 hard and fast decision. I could say it's granted because you
17 did all the right things. You may not have done the right
18 things, and when I start to look at what other people have done,
19 there may be duplications, you know, it'll be something to weigh
20 in on in their efforts. But, here when you think of waivers,
21 also think of some good faith.

22 So, while you may not be able to garner the twenty-
23 five percent (25%) in its entirety as it aligns with the
24 solicitation -- you brought up a good point when you talk about
25 insurance premiums and banks and others. Those are good faith

1 efforts, as well.

2 It has nothing to do with the solicitation, but it's
3 your effort to say, look, I can't buy but so much, but here's
4 what I can do. These firms ordinarily would not have had my
5 business, and we do look at that in good faith.

6 And, it may come back to the caterer. It may be that
7 I reward my employees to be on time and give us quality service
8 on the street and this is what I do for them every Friday, and
9 so I need a caterer to bring in this wonderful spread because I
10 don't want them to go home; I want them to be on call. That's
11 good faith, but we didn't ask you to do that in this
12 solicitation.

13 We do want useful functions, so don't think you can do
14 all good faith and no useful function, but somewhere there is a
15 combination that can occur when you fall short.

16 Okay. Thank you very much.

17 MS. GIBSON: Do we have any more questions?

18 Okay. Now I'll turn it over to the project manager to
19 go over the Scope of Work.

20 MS. ELSEY: Hello, everybody. I'm Karen Elsey. I'm
21 going to try to keep this as brief as possible. All questions
22 will, definitely, be accepted in writing. I will try to answer,
23 if I can today, but I still, even if you ask it here, please put
24 it in writing.

25 We are a 24 hour a day, 7 day a week service. We work

1 with the disabled clients. We have door to door service where
2 it is applicable. If it's not, then it is curb to curb. We
3 have current peaks right now between 6:00 a.m. and 11:00 a.m.
4 They are our tough times. Then again it starts at 2:00 p.m. to
5 5:00 p.m.

6 We are going to have multiple bids awarded --
7 contracts awarded for this RFP. That could be two; that could
8 be more.

9 MTA has the right to develop the runs and hand out the
10 runs as they see fit. A lot of it's going to depend on what's
11 offered and what you can do per the contract. Right now, we are
12 actually doing a run cut, so I can't give you any details on
13 anything, right now. That is why your pricing tier is in three
14 tiers.

15 Okay. Let's see. Attachment 8 has our annual vehicle
16 hours of the three levels of service. So, any questions on that
17 please refer to your attachments when you're doing questions.
18 If you have something that you're looking at and saying I don't
19 know what she's talking about, please put it in writing and say
20 it's this attachment. Then we can help you a little bit easier.

21 We've added in here for this year supplemental
22 service. This would be that you would, actually, provide
23 vehicles to help us out. If that would happen, that would be
24 the director of mobility would issue a written order to the
25 awarded vendor and say we need more service; can you provide us

1 with some vehicles and the operators?

2 We will be giving you a ranger or MDC. I'm saying
3 probably ranger now because we're trying to manage our rangers
4 through an (unintelligible) system, so we will be providing
5 those. However, you will install them on whatever vehicles that
6 you're offering to us.

7 You will supply and install Drive Cam. We are not
8 going to provide the Drive Cam piece. If you're using taxicabs,
9 no hackings, no extra fares outside the contract. When you're
10 doing a manifest for MTA, that's it for that day.

11 You have to follow MTA's cell phone and electronic
12 device policy. It has to be, strictly, adhered to. You cannot
13 be in that vehicle using your cell phone. That's Attachment 16.

14 No radio or other listening devices shall be
15 permitted; can't have the radio on when you're hauling clients
16 around. We take them out of our vehicles.

17 Everybody that works for the MTA has to wear a safety
18 vest when they exit their vehicle. There will be a background
19 security check, fingerprinting, drug and alcohol test. They
20 will be put in the random pool.

21 The rates for the use of supplemental vehicles are not
22 to exceed sedan rates and subject to approval by the MTA. So,
23 you can't give us a huge price difference for us for the
24 supplemental service. And, the MTA reserves the right to
25 terminate a service at any time without cause.

1 There will be Liquidated Damages with your vehicles.
2 If something happens in the way of improper uniform -- oh, all
3 the little goodies that we do with the liquidated damages --
4 timely pullouts, closed runs, unauthorized no-shows, on time
5 performance, all this is going to play into the fact that you're
6 using your vehicles and providing service to us, and there will
7 be liquidated damages assessed.

8 The MTA has the overall right of anything, policies,
9 procedures, planning, everything. We set the service
10 parameters. We decide on the eligibility of the passengers, and
11 we set your vehicle hours.

12 Sometimes, sometimes we have to change our service and
13 we have to change it quickly. We have to add; we have to take
14 away. We would like to be able to give you 30-day notice. That
15 is stated in the RFP. However, there are times when that
16 doesn't happen.

17 There are times when we're not timely in this, and
18 it's because of situations beyond our control that we're trying
19 to get things set up. So, we are going to try to give 30 days
20 notice when we do something.

21 We have a customer service department. They work with
22 our Trapeze and PassCom. You have ten days to answer your
23 complaints. That will be a liquidated damage if they're not
24 answered in a timely fashion. Normally, that is talking to your
25 operators and asking what happened, getting their side and

1 giving a proper response, doing the proper discipline, whatever
2 is needed to be done.

3 Let's see. The MTA will transfer rides and trips
4 between the providers selected. We have a new option in this
5 RFP that allows you to pick if you want to dispatch your own
6 work. You may -- if you're accepted and we accept your
7 proposal, you may be doing your own dispatch, which means a
8 person sitting over in our MCC. They will be brought over there
9 to manage your runs, your trips.

10 You will be able to move things around in the service
11 for only your service. You will not be able to say, well, I
12 can't take that, so I'm going to give it to them. No. MTA
13 makes the final decision. There will be oversight.

14 Let's see. In case of inclement weather it is the
15 discretion of Controller, Manager, Deputy Director, Director as
16 to when we go out, what we use and what hours we work. They are
17 the bottom line on this. They call us or me; I call you.

18 We will be doing observed and unobserved field
19 observations of your operations; however, you have to have
20 somebody out there, also. You have to have somebody monitoring
21 your own operators on the street. There should be, according to
22 this -- let's see. We have -- I believe it's 30 -- probably --
23 if you have 30 operators out on the street, you should have a
24 supervisor available because of accidents, because of incidents,
25 whatever. So, you have 60 runs out there, you better have two

1 supervisors available to go out.

2 Let's see. Frank White is our Superintendent of
3 Maintenance, and he will let us know, very quickly, what's
4 wrong, what's not wrong with your vehicles. If anything's
5 called into me, I call him; he pulls the vehicle. There will be
6 liquidated damages for that. Let's see. You will be performing
7 the -- all the work on the vehicles that you rent from us, and
8 it's a dollar -- I think it's still a dollar a month that you
9 pay us for the vehicles you use for us, but you will be doing
10 all that.

11 That is a good MBE source when you have stuff that has
12 to go out if you can find an MBE firm, because there's a lot of
13 work done on those vehicles. They are always out on the road.

14 Okay. We have four management positions. Now, of
15 these, Project Manager. Project Manager has to sign a letter of
16 commitment for three years. If that person leaves or is
17 terminated, there is a \$20,000 liquidated damage. Choose
18 carefully your project manager because we want -- we want
19 stability. That's what we're looking for. It was in the other
20 contract, also. We want stability.

21 Operations Manager. The Operations Manager is busy
22 all the time; the same with the Project Manager, always busy, so
23 pick your people, very carefully. Maintenance Manager, Safety
24 and Training Manager, again, those people are your lifelines.
25 They're training their operators. They're working on the

1 vehicles.

2 Now, the communications and technology support
3 staff person, they are going to have to know how to fix the --
4 we said MDC, MDTs because we still have some in service but
5 mainly rangers, radio troubleshooting, replacement and rewiring
6 of the vehicles, keeping records.

7 When you're sending out rangers, when you can't fix
8 them, you send them out, we need to know what you sent out. You
9 have to keep the serial numbers, tag numbers, whatever, on all
10 these, and then you have a communication support person, which
11 may, actually, be the same as your technology support person,
12 but they have to know the computer system, VPN tunnel, all
13 connectivity software, all that kind of thing.

14 Let's see. Turnover is a big deal for us. We like to
15 see the stability. In an effort to minimize turnover among the
16 operators, contractors shall not have more than twenty-five
17 percent (25%) of its operator workforce at any period of time as
18 part-time operators. So, try to keep a really full-time staff.
19 It just works better for everybody.

20 Now, what I'll require at the start of the contract, I
21 have to know that everybody fits in what we've asked. So,
22 you'll have to give me background checks. You'll have to give
23 me driver's licenses. There will be a random pool of drug and
24 alcohol testing, also. So, that will have to be done at the
25 start of the contract. So, it's like starting all over again

1 with everybody. I want a clean slate on everybody.

2 We have the requirements listed in here, what you need
3 to be able to pass to drive for the MVA. You do not need a CDL.
4 Our vehicles are fixed so you do not need the CDL. We also want
5 you to ensure you have an adequate number of backup drivers or
6 extra board so that you don't have your closed runs.

7 Starters should be added in the lot making sure that
8 everybody is ready to go with their uniforms clean and neat,
9 have the MTA safety vest and all their necessary equipment,
10 their seat belt extensions, let's see, their maps, crank bars,
11 wheelchair lifts, all those kinds of things that they need to
12 have with them. They need to make sure everything is working.

13 Road supervisors, pretty clear. They're supposed to
14 be on the road, and, yes, it is here; one dedicated road
15 supervisor for every 30 runs.

16 Mechanics. Let's see, I think what -- they have to
17 be, legally, licensed to operate a paratransit vehicle and one
18 year experience in maintaining vehicles of similar type. We
19 will be asking that Frank White be able to look at the resumes
20 of the mechanics. He likes to make sure we have the right
21 people working on the right vehicles.

22 Now, we have two different things in here. On -- in
23 Section 2, Page 14 we have mobility control centers support
24 staff. However, we also have, on page 46, the dispatching
25 option. If you choose to dispatch, then you will follow what

1 you need per your union contracts or whatever. That is what you
2 will offer us.

3 You will explain what you need and give us your cost
4 for that as a separate option. If you do not, you will have to
5 have a person there, however you split your shifts. Either its
6 two 12-hour, three 8-hour. However you do it, there will have
7 to be somebody sitting at the desk in our control center 24/7.

8 Let's see. Operator uniforms, the uniforms we're
9 requesting, black slacks, a solid light blue long- or short
10 sleeved button up shirt, a button up polo type shirt or blouse,
11 closed toe black shoes appropriate for wear while handling and
12 loading passengers on wheelchairs, dark colored over garment for
13 weather protection and an MTA approved safety vest. This says
14 with the contractor's name to be worn at all times. Whenever
15 they're out of the vehicle, definitely, they have to have that
16 on. Jewelry and other accessories may interfere with the
17 operator's duties shall not be permitted.

18 Now, we have under employee appearance -- this is
19 something a little bit different from the last time. There's,
20 actually, personal appearance for males, females and what they
21 can and can't do on page 16. Any questions, please put those in
22 writing.

23 Conduct of the employee. Actually, all operators,
24 everybody that works for -- under the MTA contract, see
25 Attachment 23 for the policy.

1 Okay. You're all going to submit your training. It
2 has to be a minimum of 110 hours for all your operators with a
3 minimum of 40 hours behind the wheel. Ongoing and annual
4 refresher training, well, that's a yearly basis. They have to
5 have refresher and as needed for incidents, accidents, whatever.

6 They'll be -- if you start to see a name on the list
7 every month, the list that you hand me of all your incidents,
8 accidents, the person will have to be retrained on what they're
9 having problems with.

10 Okay. The Communications and Technology Requirements.
11 Since you will be fixing all your own equipment and the mentor
12 engineering for the rangers, MDTs and MBCs, the address is in
13 here. The e-mail and the phone numbers are in here.

14 Anything that you have to do with mentor for any of
15 that equipment, you contact them directly, but you have to keep
16 a running list of what's going in, when it went in and when it
17 comes back so that we know where it is.

18 If you don't have anybody knowledgeable on Motorola
19 equipment, let's see, I think any -- there's -- any Motorola
20 company can help you, but if you need something that you cannot
21 figure out, MTA will assist you in trying to find out who
22 can and help you with some of your connectivity issues.

23 Book stations, because of the MDOT VPN tunnel, you
24 have to have somebody that understands and knows how to keep the
25 connectivity up and running and follow all the rules and

1 regulations.

2 Let's see. Contractors shall provide all workstations
3 at your place to perform their dispatch base garage. You'll be
4 doing the assignment of drivers, vehicles and runs. Now, we set
5 everything up and we send them to you, but you have to do your
6 assignments -- dispatch and monitoring functions, printing
7 manifests and various reports, provide real-time run updates
8 based on actual manifest performance, vehicle maintenance and
9 service activities and other functions approved by the
10 Administration.

11 You will be using Mobility Trapeze Version 9
12 applications and servers, Citrix applications, Maximo hosted
13 applications, and we're really hopeful we're going to have this
14 up and running soon and docSTAR. I believe now that we do have
15 scanners for each of the providers, but we're not using docSTAR
16 yet. That's something we're still working on.

17 As I said, we're working on a run cut, now. The
18 assignment will come from the MTA. It's pretty standard.

19 Fare collections. You will still be required to
20 collect fares, and on a daily basis, they will be handed in or,
21 I believe, counted and they will be matched against your
22 manifest so that we have an absolute tracking of all fares
23 reported. And, if the operator has wrote on their manifest when
24 we waive it -- we waive the fair. Your operator cannot waive
25 the fair. Your dispatch people cannot waive the fair. Only MTA

1 can waive the fair, and they have their guidelines they follow.

2 Accident Procedures. TIG reports due within 24
3 hours. If this is a high level accident, we expect it much
4 sooner. We expect a faxed copy first as soon as you get it
5 done. Then get it over to us, because we have many places it
6 has to go, and there's a lot of investigation it goes through.

7 The rest of this is pretty standard. The Union
8 Negotiations, we need to be on top of that. We need to know
9 what you know, and we also have to keep agreements in place for
10 extensions. If you're at the end of your union negotiations and
11 it doesn't look like it's going to go through at that time, we
12 need to have them at least one week prior and they have to be
13 two weeks or three weeks -- what did we say here -- let's see,
14 we want a three-week valid time frame for each of the
15 extensions. So, we need to have those in place.

16 We need to have those in our possession to know
17 you're not going to not be able to provide the service to us.

18 Replacement of our vehicles. We have a schedule.
19 We're working on our schedule, now. We are getting in new
20 vehicles, right now. That is an ongoing process. You will be
21 supporting your own road supervisor vehicles, and they must be
22 fully ADA compliant with working heating and air conditioning.
23 The vehicle should be no more than two years old at the start of
24 the contract. Based on the condition of the vehicle, this
25 requirement can be waived in writing by the MTA.

1 We're going to, initially, give you first aid kits,
2 bodily fluid cleanup kits, fire extinguishers, reflectors and
3 flashlights. You're responsible for keeping them in the
4 vehicles.

5 Let's see. Surveillance cameras. MTA requires that
6 you supply and install Drive Cam surveillance cameras. The
7 information from them shall be kept for a period of no less than
8 60 days, and we have a right at any time to require recorded
9 clips from that system as needed.

10 Now, I can't remember if this was in the last one.
11 The location for your facility, page 35 in Section 2. Each
12 contractor is to provide a facility that is within Baltimore
13 Beltway I-695 or no more than a half mile outside the Beltway
14 via the road work network in order to minimize vehicle deadhead
15 time and mileage. Read that, carefully. Make sure if you're
16 going to give us another site or location or a different one
17 than we're used to, make sure that we know, exactly, where it's
18 located.

19 And, the Storage for your vehicles, you must have a
20 secured building and fenced secure parking area with adequate
21 lighting.

22 Reporting. There's always reporting, and we're always
23 going to ask for more. I'll tell you it's an ongoing basis.
24 It's daily; it's weekly; it's sometimes, hourly. So you will be
25 asked for that all the time.

1 Manifest. Original manifest must be delivered to the
2 MTA within two working days of the performance of the trip.

3 Invoices. Invoices shall be submitted by the final day
4 of the succeeding month after data has been reconciled by the
5 MTA.

6 I like to have the invoices by the 15th of the month
7 for your payment and for my being able to reconcile, because you
8 send me an invoice after that, I have to go through every page.
9 So, I prefer if we could have it by the 15th of the next month.

10 I am listed in here with a cell phone number. That
11 cell phone number on page 40 is not valid. Where I now live,
12 the cell phone goes dead. I'm in a dead zone, so it does me no
13 good. So, the cell phone listed does not work.

14 Okay. Transition out. We have a section in here that
15 if you have to transition out service, this is what we expect.
16 Please pay attention to that piece of it because you're going to
17 be asked in your proposal to show what your transition out will
18 be. And then, you have the dispatching option and we have the
19 Liquidated Damages. I'm going to go over these quickly, and
20 then I think I'm finished.

21 Closed runs, meaning the run does not go out at all,
22 \$1,000 for closing the run.

23 Timely pullouts. All right. If you have 100 percent
24 on time pullouts for any one-month billing period, you get a
25 \$2,000 incentive. However, if you're 1 to 15 minutes late, you

1 get \$50 penalty; if you're 16 to 29 minutes late, you get a \$100
2 penalty; \$200 penalty for 30 plus minutes. Pullouts over 60
3 minutes late are subject to the closed run penalty.

4 Unauthorized no-shows. That means any vehicle --
5 anytime a vehicle departs without the rider without MCC
6 authorization, each occurrence written up and handed to me will
7 be a \$200 penalty.

8 On time performance. We're looking for 92 percent of
9 the trips within 30 minute on time window. It's measured
10 monthly. Our tracking system tracks this for us. The
11 incentives, \$2,000 for each percentage point above 92 up to 95
12 percent on time, and that's also measured in a one-month billing
13 period; \$5,000 for each percentage point over 95; however,
14 liquidated damage, \$2,000 for each percentage point below 90
15 percent on time performance.

16 Maintain vehicles in proper working order as described
17 in Section 6H of the RFP and in Vehicle Lease Maintenance
18 agreement; \$500 for each instance where the preventive
19 maintenance not completed within 500 miles of the MTA required
20 schedule; \$500 fine per day that each vehicle -- where there's
21 no replacement vehicle anytime any vehicle removed from service
22 by the MTA per MTA inspections.

23 If you have a vehicle, we pull it out of service, we
24 saw something wrong. We say, okay, there you go, \$500 fine
25 every day that you can't put another vehicle in service because

1 you have a big down list on your maintenance. You're going to
2 get hit \$500.

3 Driver uniforms. All contractors, including any
4 subcontracting drivers, shall wear approved uniform while on
5 duty. Approved uniform counts with a vest. They get outside
6 the vehicle without the vest and somebody reports it, it's \$100
7 for each incident.

8 Incomplete driver manifest. When you hand in the
9 driver manifest, they should all be complete. One hundred
10 dollars (\$100) for each incomplete manifest submitted to the
11 MTA. Riders have the two-day turnaround in order to make sure
12 that the manifests are complete to get them to us. So, please
13 look over your manifest.

14 Missing driver manifest. There should never be a
15 missing manifest; however, if there is, \$100 for each missing
16 manifest.

17 All right. The accident rate. The accident rate
18 standard is 4 accidents per 100,000 miles. All right. If
19 it's -- if it's, let's see, below 3.5 accidents per 100,000
20 miles, it's a \$5,000 incentive. Otherwise, we go 4.5 to 4.99.
21 Then it's going to be a \$2,500 penalty, so that's kind of
22 prorated up.

23 Training, Pre-employment Requirements. Company shall
24 complete all pre-qualification and background checks required in
25 the RFP and Maryland law. Somebody goes into service and I

1 don't have their training and pre-employment requirements to me
2 that shows that they've done everything they're supposed to,
3 it's going to be a \$500 per incidence LD.

4 Accident, incident reports, \$250 for each late report
5 for each day. They're due within 24 hours.

6 Customer service complaints. You have ten days to
7 catch the operator, interview them and get the response in
8 PassCom. Every day past the ten days it's \$100 per complaint
9 per day. If the project manager leaves before the 3-year
10 period, \$20,000.

11 MTA vehicles. Any MTA vehicles not passing the MTA
12 announced or unannounced inspection is pulled out of service,
13 \$500 for each vehicle that -- each day that vehicle is pulled
14 out of service.

15 First Aid Kits, Bodily Fluid Kits, Cleanup kits, all
16 that. If we do an inspection of your vehicle and walk on and
17 find these items to be missing, it will be a \$500 liquidated
18 damage and must be replaced, immediately.

19 I'm done. Any questions?

20 MS. CULLINGS: I have one for you. I'm going to ask
21 the question about the maintenance -- the outside maintenance
22 that can be utilized. You said something about minority
23 subcontractors.

24 What is Frank White's position? Is he going to the
25 facilities of these places to discern that they're adequate? I

1 mean, is there some -- is there something going on that says,
2 well, I would like to use service from Bob over here, but I
3 don't think MTA would approve? Is MTA going to the sites of the
4 --

5 MS. ELSEY: -- Yes. We're familiar with just about
6 everybody in the area, Frank is.

7 MS. CULLINGS: Okay.

8 MS. ELSEY: But, if somebody is proposed that we're
9 not sure of, he will definitely go to the facility.

10 MS. CULLINGS: Okay. So, that's something that if
11 there's an MBE that provides the service, and you want to use
12 them, then obviously, you want to get them cleared, early.

13 MS. ELSEY: Yes.

14 MS. CULLINGS: So, if there are certified MBEs in the
15 directory that may provide maintenance service, brakes or what
16 have you, you should have Frank check it out in advance.

17 MS. ELSEY: I'd say send it to Nannette in the form of
18 a question.

19 MS. GIBSON: Yeah, please provide the question in
20 writing.

21 MS. CULLINGS: Well, so they list them and then they
22 find out that they can't use them. Where are we? We're in
23 a bad place.

24 MS. GIBSON: Yes, submit the question.

25 MS. CULLINGS: So, why wouldn't Frank be able to --

1 MS. GIBSON: I don't know. I can't answer that
2 question.

3 MS. CULLINGS: -- pre-qualify, here. Okay. I'll put
4 that in myself, in writing.

5 MS. GIBSON: Please submit the question.

6 MS. CULLINGS: But, you should be able to have them in
7 as pre-qualified as we want everything else pre-qualified. It
8 should not have to be on the bidder to go after these folks in
9 the directory and only to find out later they didn't qualify and
10 we don't give them a mechanism for that. That would be a
11 problem.

12 MS. ELSEY: Yeah, I've never had any problem with
13 Frank with any of the providers offer.

14 MS. CULLINGS: Well, we have one. I'll put it on the
15 table, right now. Discount Tune and Lube, obviously, their
16 facility may not be appropriate, so said. I don't know if Frank
17 went out to see it or not, but that's an example.

18 They provide products, but their shop looks adequate
19 to me. I've seen it, but apparently, that's a good example
20 where you're using a company to do a mix; buy some tires from
21 you, but if I need you to do service, oh, you're not adequate.
22 So, we need to know that because it's --

23 MS. GIBSON: Okay. Submit that question.

24 MS. CULLINGS: Yeah.

25 MS. GIBSON: Are there any other questions? Sure.

1 State your name, please, and your firm.

2 MS. WHITE: Yolanda White, MB Transportation. And
3 this is, specifically, on the dispatch option. When we submit
4 our proposal, is it just submitting a proposal for covering our
5 work, or is it covering the other providers' work, also?

6 MS. ELSEY: It's your own work. You cannot supervise
7 another company.

8 MS. WHITE: Okay. And, also, you list under - for
9 those who will be awarded that you wanted a clean slate on
10 everyone. Is there a time period? For example, we currently,
11 run this service. If we hired someone within 30 days of when
12 the new contract is to start, do we have to go back and get a
13 new license check, background? And, you didn't mention
14 fingerprints, but it's fingerprints, also.

15 MS. ELSEY: Fingerprints is in there. If you'll
16 submit that in writing to me, I will get an answer, because I've
17 been working with HR on that since this has come out.

18 MS. WHITE: Okay.

19 MS. GIBSON: Any other questions?

20 MR. TAYLOR: Yeah, I have a question. Allen Taylor,
21 Taylor Made Transportation. My question is, what is the
22 determining factor that you will utilize more than two vendors?
23 I know you said you look for multiple vendors. So, what is the
24 determining factor if you might use three, four, or is there a
25 determining factor?

1 MS. GIBSON: After the evaluation the decision will be
2 made on how many vendors will be awarded the contract.

3 MR. TAYLOR: Okay. I, also, have another question.

4 MS. GIBSON: Sure.

5 MR. TAYLOR: My next question is, to deal with the
6 supplemental service, can a vendor just bid on that portion,
7 only?

8 MS. ELSEY: Supplemental service is one of the
9 providers that we've chosen to do the contract. They would
10 provide supplemental service if we requested, if they could.
11 So, that would be a partnership --

12 MS. GIBSON: No.

13 MS. ELSEY: -- with that contractor that won.

14 MS. GIBSON: Any other questions? Yes, state your
15 name.

16 MR. ROMAN: Alex Roman with Veolia Transportation.
17 Is -- can you give us some information on how you'll allocate
18 vehicles among the contractors by vehicle type, whether it's a
19 van or sedan, the age?

20 Because depending on the mix, you could have a wide
21 disparity among the bidders as to how they're going to price the
22 maintenance on those vehicles.

23 MS. ELSEY: Please put that one in writing, because I
24 have to get direction on that.

25 MR. ROMAN: I understand, but you understand where I'm

1 coming from?

2 MS. ELSEY: Oh, yes. No, I understand.

3 MR. ROMAN: Okay. I thought so.

4 MS. ELSEY: And, we're trying to replace -- right now
5 we're trying to replace the older vehicles.

6 MR. ROMAN: Right.

7 MS. ELSEY: But, I want direction on that one.

8 MR. ROMAN: I understand.

9 MS. GIBSON: Question? State your name.

10 MR. DAVIS: Yes, Kenneth Davis, Davis Limousines and
11 Sedans. Is there signage that the MBE would have to provide, or
12 would MTA provide signage for the vehicles?

13 MS. GIBSON: Karen --

14 MS. ELSEY: -- That was discussed, and I do not know
15 the outcome of what that was. It's not in the RFP. I know it
16 was discussed. So, if you will put that in writing --

17 MR. DAVIS: -- put it in writing?

18 MS. ELSEY: -- I can find out.

19 MS. GIBSON: State your name.

20 MR. BATES: Marlon Bates, Veolia Transportation. On
21 the supplemental service, since it's something that may or may
22 not happen, if you said the director of mobility would be the
23 deciding factor in whether to ask for supplemental service, how
24 much time would the provider then have to prepare for that
25 because it's required that we have our own vehicles for that,

1 but it may not be something that we use.

2 MS. ELSEY: I'll be honest, Marlon. I didn't put that
3 piece in there. That was above me. But, if you put that in
4 writing, I'll find out.

5 MR. BATES: Okay. Okay.

6 MS. GIBSON: Yes?

7 MR. FRANCIS: Bill Francis with Safe Ride. All these
8 questions and minutes and everything will be disbursed?

9 MS. GIBSON: Yes, Everyone will get a copy of all the
10 questions and the answers, as well.

11 MR. FRANCIS: All right.

12 MS. GIBSON: I will issue an addendum.

13 Has everyone signed the sign-in sheet? Okay. And,
14 business cards as well, I need business cards. Thank you.

15 And, has everyone received a Plan Holders list? I need
16 you to check this to make sure that your e-mail address is
17 correct. This is how we get in touch with you. Yes?

18 MR. ROMAN: Alex Roman with Veolia Transportation,
19 again. Do you anticipate a change in the starting date that's
20 specified in the RFP? This says February 1st.

21 MS. GIBSON: My goal is to get it to the board by
22 February 1st. If it changes, I will send out an addendum to let
23 you know.

24 MR. ROMAN: Okay.

25 MS. GIBSON: Okay.

1 MS. ELSEY: That's all we know right now, seriously.

2 MR. ROMAN: I'm just trying to reconcile it
3 with the current contracts.

4 MS. GIBSON: Yeah.

5 MR. ROMAN: Okay.

6 MS. GIBSON: Well, we're not discussing the
7 current contracts.

8 MS. ELSEY: Yeah, that's -- this is a new contract,
9 so.

10 MR. ROMAN: Right. Okay.

11 MS. GIBSON: Any other questions? So, what do you
12 need, a Plan Holders list?

13 UNIDENTIFIED BIDDER: Thank you very much.

14 MS. GIBSON: Okay. Please remember to submit all
15 questions in writing by August 17th by 4:00 p.m., and if you're
16 not on the Plan Holders list, please give me all the information
17 that I need to get in contact with you.

18 Your Technical and Financial proposals are due
19 September 1st, no later than 2:00 p.m., and it's due on this
20 floor, the 7th floor, to my attention.

21 Is there any questions? If not, thank you for coming,
22 and have a great day.

23 (Whereupon, the prebid meeting was concluded.)
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CERTIFICATE OF TRANSCRIBER

I hereby certify that the Maryland Department of

Transportation, Maryland Transit Administration pre-bid meeting for Contract No. MTA-1359 on July 27, 2011 was recorded by means of electronic sound recording.

I further certify that, to the best of my knowledge, that the foregoing pages represent a complete and accurate transcript of the duplicated electronic sound recording of the proceedings as transcribed by me.

I further certify that I am neither a relative to nor an employee of any attorney or party, herein, and that I have no interest in the outcome of this solicitation.

In witness whereof, I have affixed my signature this 10th day of August, 2011.



By:

Lisa P. Campbell
Transcriber