



MARYLAND TRANSIT ADMINISTRATION

MARYLAND DEPARTMENT OF TRANSPORTATION

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

TO: All Planholders

FROM: Maryland Transit Administration
Procurement Division, 7th Floor
6 Saint Paul Street
Baltimore, Maryland 21202-1614

SUBJECT: **Addendum No. 1**
Contract No. MTA-1389
Environmental Compliance, Engineering and Technical Services Consulting Support

DATE: September 6, 2013

Enclosed and effective this date is Addendum No.1 to the subject Contract. This Addendum reflects changes made to the solicitation as mentioned on the attached list and includes responses to Planholder's written questions in Addendum No. 1 - Attachment A.

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 J. Tarleton
Procurement Officer
Procurement Division

Acknowledgement of receipt of ADDENDUM #1 to Solicitation #MTA-1389

Vendor Name: _____

Authorized Representative's Signature

Date

A list of the changes made to this solicitation follows:

The following additions, deletions, and modifications are hereby made a part of the Contract Documents of Environmental Compliance, Engineering and Technical Services Consulting Support, Contract No. MTA-1389.

Contract Specifications		
Item No. (Referenced #)	Page or Section	Modification
One	Section III Proposal Format Item II6b(4) Page 42	<p>Item II6b(4) <u>Service Plan</u>, shall now read:</p> <p>4) Service Plan - Offerors shall provide a detailed description and discussion of how it plans to provide the services. This description will demonstrate the understanding of the program as detailed in this RFP and clearly demonstrate capabilities to provide the requested services. Offerors shall address each component of Section II Scope of Service. Attention must be given to the timeline needed for hiring and training staff, with care taken not to adversely affect the current operations should any staff from the current operation be hired. Describe in detail the technology to be used and how it will be implemented. Address how Offeror will maintain quality control during the term of the contract assuring the MTA performance standards are consistently met. Additionally, any minimum requirements, which Offeror proposes to exceed, or any proposed cost reductions should be described.</p> <p>4) Service Plan - Offerors shall provide a detailed description and discussion of how it plans to provide the services. This description will demonstrate the understanding of the program as detailed in this RFP and clearly demonstrate capabilities to provide the requested services. Offerors shall address each component of Section II Scope of Service. Address how Offeror will maintain quality control during the term of the contract assuring the MTA performance standards are consistently met. Additionally, any minimum requirements, which Offeror proposes to exceed, or any proposed cost reductions should be described.</p>

STATE OF MARYLAND

MARYLAND DEPARTMENT OF TRANSPORTATION

MARYLAND TRANSIT ADMINISTRATION (MTA)



REQUEST FOR PROPOSALS (RFP)

FOR

**Environmental Compliance, Engineering and Technical Services
Consulting Support**

CONTRACT NO. MTA - 1389

ISSUE DATE: August 12, 2013

NOTICE: PROSPECTIVE OFFERORS WHO HAVE RECEIVED THIS DOCUMENT FROM A SOURCE OTHER THAN THE ISSUING OFFICE SHOULD IMMEDIATELY CONTACT THE ISSUING OFFICE TO PROVIDE THEIR NAME AND ADDRESS SO THAT AMENDMENTS OR OTHER COMMUNICATIONS MAY BE SENT TO THEM. ANY PROSPECTIVE OFFEROR WHO FAILS TO PROVIDE THIS INFORMATION TO THE ISSUING OFFICE ASSUMES COMPLETE RESPONSIBILITY IN THE EVENT THEY DO NOT RECEIVE COMMUNICATIONS PRIOR TO THE CLOSING DATE.

Minority Business Enterprises are Encouraged to Respond to this Solicitation.

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Request for Proposal (RFP)

**ENVIRONMENTAL COMPLIANCE, ENGINEERING AND TECHNICAL SERVICES
CONSULTING SUPPORT**

CONTRACT NO. MTA-1389

RFP Issue Date: August 12, 2013

RFP Issuing Office: MD Department of Transportation
Maryland Transit Administration

Procurement Officer: Heidi J. Tarleton
Office Phone: (410) 767-3763
Facsimile: (410) 333-4810
E-mail: htarleton@mta.maryland.gov

Proposals are to be sent to: MD Department of Transportation
Maryland Transit Administration
6 St. Paul Street, 7th Floor
Baltimore, MD 21202
Attention: Heidi J. Tarleton

Pre-Proposal Conference: August 20, 2013 – 10:00 A.M. Local Time
Maryland Transit Administration
6 St. Paul Street, 7th Floor
Rooms 731-732
Baltimore, MD 21202

Closing Date and Time: September 17, 2013 – 2:00 P.M. Local Time

NOTICE:

Prospective Offerors who have received this document from a source other than the Procurement Officer's authorized agency and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately visit MTA's website (www.mta.maryland.gov) to download this RFP. Follow links "Business", "Procurements", "Bids/Solicitations" to view the specifications and/or addenda.

Minority Business Enterprises are Encouraged to Respond to this Solicitation

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SECTION I - INTRODUCTION

I. BACKGROUND

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

II. PROCUREMENT SCHEDULE

August 12, 2013	Advertisement of the Request for Proposals in e-Maryland marketplace
August 12, 2013	Issuance of Request for Proposals
August 20, 2013	Pre-proposal Conference at 10:00 a.m. Maryland Transit Administration Contract Administration Division Rooms 731 - 732 6 St. Paul Street Baltimore, MD 21201
September 3, 2013	Submission deadline for inquiries
September 17, 2013	Closing date for submission of proposals. Proposals must be received by the Procurement Officer on or before 2:00 p.m. EST.
October, 2013	Proposed date for selection of the Offeror proposed for contract award
November 6, 2013	Projected date contract with the successful Offeror will be presented to the Maryland Board of Public Works
November 11, 2013	Commencement date of the contract

III. PURPOSE

The Maryland Transit Administration (MTA) requires the service of a consultant to provide expertise and experience in the areas of environmental compliance support and environmental engineering services.

IV. ABBREVIATIONS AND DEFINITIONS

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

Administration – Maryland Department of Transportation

Americans with Disabilities Act of 1990 (ADA) – Federal civil rights legislation that mandates accessibility for people with disabilities.

CIH – Certified Industrial Hygienist.

Consultant/Contractor – Offeror selected through this request for proposals to provide the services specified in this RFP.

CSO – Chief Safety Officer

Day – For purposes of this RFP, unless otherwise specified a day refers to calendar day.

EPA – Environmental Protection Agency.

HVAC – Heating, Ventilation, Air Conditioning.

MDE – Maryland Department of Environment.

MDOT – Maryland Department of Transportation.

MTA – Maryland Transit Administration.

O&M – Operations and Maintenance.

OSHA – Occupational Safety and Health Administration.

OSQARM – Office of Safety, Quality Assurance and Risk Management.

Procurement Officer – The State representative for the resulting contract. The Procurement Officer is responsible for the contract, issuing notices to proceed, determining scope issues, and is the only State representative that can authorize changes to the contract. MTA may change the Procurement Officer at any time by written notice to the Contractor.

PE – Professional Engineer.

Project Manager/Coordinator – The State representative responsible for managing the daily activities of the Contract and providing guidance to the Contractor concerning Contract compliance.

RFP – Request for Proposals.

SWPPP – Stormwater Pollution Prevention Plans.

V. ADMINISTRATIVE/CONTRACTUAL INFORMATION

A. Issuing Office

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

Heidi J. Tarleton, Procurement Division
Maryland Transit Administration
Procurement Division
6 St. Paul, 7th Floor
Baltimore, MD 21202
Telephone 410-454-3763 Fax 410-333-4810
E-mail address: htarleton@mta.maryland.gov

B. Pre-Proposal Conference

A pre-proposal conference will be held on **August 20, 2013** at the MTA's office located in Rooms 731 – 732 at 6 St. Paul Street, Baltimore, Maryland, 21202 beginning at 10:00 a.m. Attendance should be limited to no more than two (2) representatives per proposing team.

The conference will be transcribed. A copy of the transcript and all known questions and answers at the time will be available, free of charge, to potential Offerors on the MTA's website (www.mta.maryland.gov).

C. Inquiries

Written questions from prospective Offerors will be accepted by the Procurement Officer prior to the pre-proposal conference. As reasonably possible and appropriate, such questions will be answered at the pre-proposal conference. (No substantive question will be answered prior to the pre-proposal conference). Questions may be submitted by mail, facsimile, or by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Offerors attending the Pre-Proposal Conference. As reasonably possible and appropriate, these questions will be answered at the pre-proposal conference.

Questions will also be accepted subsequent to the pre-proposal conference. All post-conference questions should be submitted in a timely manner to the Procurement Officer only. **The submission deadline for written inquiries is September 3, 2013 by 4:00 p.m.** In case of questions not received in a timely manner, the Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions that

have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of the RFP.

D. Submission Deadline

In order to be considered, proposals must be delivered, **no later than 2:00 p.m. (Eastern Time) on September 17, 2013, to the Procurement Officer at the address listed in Section 1.V.A. Offerors submitting proposals by mail should allow sufficient mailing and delivery time to ensure timely receipt by the Procurement Officer. Proposals arriving after the closing date and time are late and shall be rejected in accordance with applicable regulations. Electronic and fax proposals will not be accepted.**

One (1) original and four (4) copies of the Technical Proposal and one (1) original and four (4) copies of the Price Proposal, each in a separate sealed envelope, clearly marked with the full name and address of the Offeror and the contents of the envelopes or packages, e.g., **“Technical Proposal, Contract No. MTA-1389”** or **“Financial Proposal, Contract No. MTA-1389”**.

The identity of an Offeror and the Register of Proposals may not be disclosed before the Procurement Officer makes a determination recommending the award of the Contract in accordance with applicable regulations.

E. Signatures

Each proposal shall be signed by an officer authorized to make a binding commitment for the firm(s) making the proposals.

F. Procurement Method

This procurement is being conducted in accordance with the Code of Maryland Regulation (COMAR), Title 21, State Procurement Regulations, COMAR 21.05.03, Procurement by Competitive Sealed Proposals. In accordance with COMAR 21.05.03.03F, the State intends to award a contract to the selected responsible Offeror whose proposal is determined to be the most advantageous to the state, considering price and the evaluation factors set forth herein. A responsible Offeror is one who has the capability in all respects to perform fully all contract requirements and who has the integrity and reliability which will assure good performance.

G. Contract Duration

The term of this Contract is for a period of three (3) years with two (2) one-year renewal options, which is anticipated to commence on **November 11, 2013 to November 10, 2016.**

H. Incurred Expenses

The State will not be responsible for any costs incurred by Offerors in preparing and submitting a response to this RFP, attending oral presentation(s), providing demonstrations, or for any other associated costs.

I. Addenda and Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for Proposals, the Department shall endeavor to provide addenda to all prospective Offerors that were sent this RFP or which are otherwise known by the Procurement Officer to have obtained this RFP. In addition, addenda to the RFP will be posted on the Department's procurement web page and through eMM. It remains the responsibility of all prospective Offerors to check all applicable websites for any addenda issued prior to the submission of Proposals. Addenda made after the due date for Proposals will be sent only to those Offerors that submitted a timely Proposal and that remain under award consideration as of the issuance date of the addenda.

Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal. Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum.

J. Acceptance of Proposals

The MTA intends to award one (1) contract to the Offeror that best satisfy the needs of the MTA, price and other factors considered. This request does not commit the MTA to award a contract. Contents of the Offeror's proposal shall become contractual obligations if a contract ensues.

K. Cancellation and Rejection of Proposals

The State reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State of Maryland. The State reserves the right to cancel this RFP in accordance with COMAR Regulation 21.06.02.

L. Duration of Offer

Proposals submitted in response to this RFP are irrevocable for one hundred eighty (180) days following the closing date of proposals or of Best and Final Offers (BAFO's), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

M. Contract Type

Contract to be awarded, as a result of this RFP, will be an indefinite quantity with fixed labor rates as defined in COMAR 21.06.03.06.

N. Discussions

MTA may enter into discussions with all qualified Offerors. The term “qualified Offeror” includes only those responsible Offerors who submitted proposals initially judged by the Procurement Officer to be reasonably susceptible of being selected for award. Discussions shall be led by the Offeror’s Team/Project Manager and will consist of an oral presentation by the Offeror to the MDOT Evaluation Committee, including questions from and discussions with the Committee and Procurement Officer. Offerors shall be notified of the time, date and location of the discussions. A submission of a proposal does not guarantee an Offeror the opportunity to be invited in for discussions.

The MTA retains the right, at its discretion, not to hold discussions with Offerors and may award a contract on the basis of Technical and Financial Proposals as submitted if, in the judgment of the Procurement Officer, the Offeror response demonstrates sufficient competition so that acceptance of an initial offer without discussion or negotiation would result in a fair and reasonable price.

O. Oral Presentations

Offerors may be required to make one or more oral presentations in order to clarify their proposals and to respond to the questions of the Evaluation Committee. Only those Offerors whose proposals have been judged to be reasonably susceptible of being selected for award, or potentially so, will be invited to make oral presentations. If required, these oral presentations will be scheduled at the convenience of the State after the initial review and as part of the overall evaluation of the proposals. Representations made during an oral presentation must be reduced to writing and shall become part of the Offeror’s proposal and are binding if the contract is awarded.

P. Best and Final Offers

When in the best interest of the State, the procurement officer may permit qualified Offerors to revise their initial proposals by submitting best and final Offerors. This action is in accordance with COMAR 21.05.03.03.D.

Q. Proposal Form

Offerors shall complete and submit the proposals as defined in Section IV of this RFP. Proposals shall be prepared simply and economically, providing a straightforward and clear description of the Offeror’s proposal for meeting the requirements of the procurement. Oral, fax, telegraphic, e-mailed or electronic submissions shall not be accepted. The

Proposal and all proposal forms of each Offeror shall be signed by a corporate officer, partner, proprietor or individual authorized to legally bind the Offeror.

R. Compliance with Law

By submitting an offer in response to this RFP, the Offeror(s) selected for award agrees that it shall comply with all Federal, Maryland State and local law applicable to its activities and obligations under the Contract.

S. Arrearages

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

T. Acceptance of Terms and Conditions

By submitting an offer in response to this RFP, Offerors shall be deemed to have accepted all the terms and conditions, set forth in this RFP and in the attached General Conditions for Service Contracts.

In the event of a conflict between provisions of the Contract, the RFP, the General Conditions, or any other document incorporated by reference into the Contract, the following order of precedence shall determine the prevailing provisions:

1. The Contract (Attachment 1)
2. The Request for Proposals, including any addenda.
3. The MDOT General Conditions for Service Contracts (2002) as amended. (Attachment 2)
 - a. Section 33, Disputes of the MDOT General Conditions for Service Contracts (2002) is amended to incorporate the following language:
“Unless a lesser period is provided by applicable statute, regulation, or this Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier.
Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.”
4. The Contractor’s Proposal (technical and financial), including any amendments.

U. Procurement Regulations

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

V. Conflict of Interest

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

W. Incorporation by Reference

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

X. Debriefing of Unsuccessful Offerors

Unsuccessful Offerors shall be debriefed upon their written request (submitted to the Procurement Officer), provided the request is made within a reasonable period of time after receiving notice of not being recommended for award from the Procurement Officer.

Requests for debriefings shall be honored by the MTA at the earliest feasible time after the request is received. Debriefings shall be held in accordance with COMAR 21.05.03.06.

Y. Protests

Any Offeror or other interested person who is aggrieved by the award of the contract resulting from this solicitation or proposed award may protest that decision. If a protest is made, it shall be in accordance with Code of Maryland Regulations (COMAR) Section 21.10.

Z. Verification of Registration and Tax Payments

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation (DAT), State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. DAT can be reached at 410-767-1330, or online at www.dat.state.md.us. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommending for contract award.

AA. Use of “e-Maryland Marketplace”

“E-Maryland Marketplace” is an electronic commerce system administered by the Maryland Department of General Services.

Registration is free and will provide a means for your business to receive e-mail notifications of upcoming contracting opportunities in specified areas of interest and expertise. This means that all such information is immediately available to subscribers to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, it is recommended that all Offerors interested in doing business with Maryland State agencies subscribe to e-Maryland Marketplace. For more eMM registration information, visit the website: <http://ebidmarketplace.com>.

A Contractor must be registered on eMM in order to receive a Contract award. Registration on eMM is free.

BB. Electronic Funds Transfer (EFT)

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller’s Office grants an exemption. The selected Bidder/Offeror shall register using the attached form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form (Attachment 9). Any request for exemption must be submitted to the State Comptroller’s Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

CC. False Statements

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

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.
2. A person may not aid or conspire with another person to commit an act under subsection a) of this section.
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 5 years or both.

DD. Minority Business Enterprise

It is the goal of MTA that Minority Business Enterprises participate in all projects. The MTA hereby notifies all Offerors that in regard to any contract entered into pursuant to this RFP, Minority Business Enterprises will not be subject to discrimination on the basis of race, color, sex or national origin in consideration for an award.

An overall MBE subcontract participation of **twenty percent (20%)** of the total contract dollar amount has been established for this procurement.

EE. Contract Price Adjustments

Not applicable.

FF. Alternate Proposals and Multiple Proposals

Alternate or multiple proposals will not be accepted.

GG. Resident Business Reciprocal Preferences

A "resident business" is a business whose principal office or principal base of operations is located in the State.

A resident business preference is any preference that favors a resident business over a non-resident business. Such preferences include percentage preferences, discounts, point allowances, and employee residence requirements. Such preferences can be established by statute, regulation, executive or administrative order, directive, policy or practice.

Maryland law does not authorize procurement officers to favor a resident business over a non-resident business when awarding procurement contracts, unless the resident business is competing against a non-resident business whose home state grants resident business preferences. In the event that a non-resident business' home state grants resident business preferences, the procurement officer will give the resident business a reciprocal preference, i.e. the same preference as is offered by the out-of-state vendor's home state, unless the application of the reciprocal preference conflicts with a federal law or a grant affecting the procurement contracts.

HH. Public Information Act Notice

An Offeror shall give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, Part III of the State Government Article of the Annotated Code of Maryland.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed (see COMAR 21.05.08.01). Information which is claimed to be confidential is to be placed *after* the Title Page and *before* the Table of Contents in the Technical proposal and, if applicable, in the Financial proposal.

II. Bid/Proposal Affidavit

A proposal submitted by an Offeror shall be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment 6 of this RFP.

JJ. Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment 3 of this RFP. For purposes of Section B of the Affidavit, please note that any company incorporated outside of Maryland is considered a “foreign” company. This Affidavit shall be provided within five (5) business days of notification of proposed Contracts award.

KK. Living Wage Requirement

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement Article, Annotated Code of Maryland. Additional information regarding the State’s Living Wage requirement is contained in the following section entitled *Living Wage Requirements for Service Contracts*. If the Offeror fails to complete and submit the required Living Wage documentation, the State may determine an Offeror to be not responsible.

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; currently **\$12.91** per hour in the Tier 1 Area and **\$9.70** per hour in the Tier 2 Area (**effective September 28, 2012**) but subject to an annual adjustment [*increase or decrease*]. 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. If the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation has been 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.

A proposal submitted by an Offeror shall be accompanied by a completed Living Wage Requirement Affidavit. A copy of this Affidavit is included as Attachment 11 of this RFP.

LL. Electronic Procurements Authorized

Under COMAR 21.03.05, unless otherwise prohibited by law, the Maryland Transit Administration (MTA) may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in the Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21, Annotated Code of Maryland.

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 RFP or the Contract.

“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, electronic mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g. eMarylandMarketplace.com), and electronic data interchange.

In addition to specific electronic transactions specifically authorized in other sections of this RFP (e.g. §30 related to EFT) and subject to the exclusions noted in section 5 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 eMarylandMarketplace, e-mail or facsimile to issue:
 - a. the solicitation (e.g. the RFP);
 - b. any amendments;
 - c. pre-proposal conference documents;
 - d. questions and responses;
 - e. communications regarding the solicitation or proposal to any Offeror or potential Offeror including requests for clarification, explanation, or removal of elements of an Offeror's proposal deemed not acceptable;
 - f. notices of award selection or non-selection; and
 - g. the Procurement Officer’s decision on any protest or Contract claim.

2. An Offeror or potential 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. request a debriefing; or,
 - d. submit a "No Bid Response" to the solicitation.

3. The Procurement Officer, the State's Contract Manager and the Contractor may conduct day-to-day Contract administration, except as outlined in section 42.5 of this subsection utilizing e-mail, facsimile or other electronic means if authorized by the Procurement Officer or Contract Manager.

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 protests;
3. filing of Contract claims;
4. submission of documents determined by MTA 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, Bidder or Offeror be provided in writing or hard copy.

Any facsimile or electronic mail transmission is only authorized to the facsimile numbers or electronic mail addresses for the identified person as provided in the RFP, the Contract, or, as directed in writing by the Procurement Officer or Contract Manager.

MM. Basis of Compensation/Method of Payment

The basis of compensation for services performed under the contract awarded as a result of this RFP will be fully loaded labor rates on an hourly basis for each of the staff classifications requested.

Fully Loaded - The inclusion in labor category billing rates of all profit, direct and indirect costs associated with performing the direct task. The indirect costs shall include all costs that would normally be considered General and Administrative costs including Routine Travel costs.

Travel Cost Definitions:

1. **Routine Travel** is travel within a 50-mile radius of 6 St. Paul Street, Baltimore, Md., or the Contractor's facility, whichever is closer to the consultant service site. There will be no payment for labor hours for travel time or reimbursement for any travel expenses for work performed within these radiuses or at the contractor's facility.
2. **Non-routine Travel** is travel beyond the 50-mile radius of 6 St. Paul Street, Baltimore, Md. 21202, or the Contractor's facility, whichever is closer to the consultant service site. Non-routine travel will be identified within a TOA, if appropriate, and will be reimbursed according to the State's travel regulations and reimbursement rates. (see Exhibit 2, and the Department's Web Site at:

<http://www.dbm.maryland.gov/communities/community.asp?UserID=2&CommunityID=221&Folder=2712|2714>). If non-routine travel is conducted by automobile, the first 50 miles of such travel will be treated as routine travel and as described in Part 1 of this definition, will not be reimbursed. The Contractor may bill for labor hours expended in traveling by automobile beyond the identified 50 mile radius for routine travel.

NN. Location of the Performance of Services Disclosure

The Offeror is required to complete the Location of the Performance of Services Disclosure. A copy of this Disclosure is included as **Attachment 18**. The Disclosure must be provided with the Proposal.

OO. Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. All subcontractors must be identified and a complete description of their role relative to the Proposal must be included in the Offeror's Proposal. 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 RFP (see Section I.V.DD "Minority Business Enterprise" and Section I.V.PP "Veteran-Owned Small Business Enterprise.").

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, minimum qualifications, and 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 Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience and/or qualifications of

the parent under any evaluation criteria pertaining to the Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualification of the parent are transferred to and shared with the Offeror, the parent is directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

PP. Conflict Minerals

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

- (a) (1) In this section the following words have the meanings indicated.
- (2) (i) "Conflict mineral" means a mineral or mineral derivative determined under federal law to be financing human conflict.
- (ii) "Conflict mineral" includes columbite-tantalite (coltan), cassiterite, gold, wolframite, or derivatives of these minerals.
- (3) "Noncompliant person" means a person:
 - (i) that is required to disclose under federal law information relating to conflict minerals that originated in the Democratic Republic of the Congo or its neighboring countries; and
 - (ii) for which the disclosure is not filed, is considered under federal law to be an unreliable determination, or contains false information.
- (b) A unit may not knowingly procure supplies or services from a noncompliant person.

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

QQ. Investment Activities in Iran

The Bidder/Offeror is required to complete the Investment Activities in Iran Certification. A copy of this Certification is included as **Attachment 18**. The Certification must be provided with the Bid/Proposal.

RR. 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 **Attachment 13**. Additional information is available on GOMA's website at:

http://www.mdivoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf.

SS. Veteran-Owned Small Business Enterprise

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.

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 19**, 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 19**.

VSBE GOALS

A VSBE subcontract participation goal of **.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.

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 20-A**) 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 M-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 20-B**);
- (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.

1.41.5 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. (**Attachment 20-3**)
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. (**Attachment 20-4**)
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. 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.

END SECTION I

SECTION II – SCOPE OF SERVICES

I. JUSTIFICATION

It is the intent of the MTA to establish and maintain comprehensive Environmental Management and Compliance Programs as they apply to our day-to-day operations. The MTA intends to implement environmental systems, training programs, and an Environmental Management System (EMS) to support compliance with all applicable Federal, State of Maryland, and local environmental laws and regulations.

This contract is intended to allow MTA access to the technical experience and expertise to support compliance with Federal, State, local environmental regulations and Maryland Department of Transportation (MDOT) guidelines and directives. MTA may be required to research and apply the following (a partial list only intended for reference) environmental requirements and regulations:

FEDERAL:

Environmental Protection Agency 40 Code of Federal Regulations

- Air Emissions Control
- Water Pollution Control
- Application of Pesticides
- Solid and Hazardous Waste Management
- Underground Storage Tanks
- Planning, Emergency Response and Reporting
- Control of Toxic Substances

Transportation – Department of Transportation

- 49 Code of Federal Regulations

Labor

- 29 OSHA Code of Federal Regulations

STATE AND LOCAL:

State of Maryland Statutes, Regulations and Codes Description

- Solid and Hazardous Waste Management
- Underground Storage Tanks
- Water Pollution Control
- Air Emissions Control
- Control of Toxic Substances
- Planning, Emergency Response and Reporting
- Application of Pesticides

PERMITS:

Permit/Order

NPDES Permit General - Permit for Stormwater Discharge Associated with Industrial Activity

OTHER REQUIREMENTS:

Requirements Description Standard Exceptions

Fire codes for hazardous materials

Any additional federal, state or local environmental laws or MDOT guidelines/reference documents identified as impacted by MTA projects or operations.

II. BACKGROUND

The MTA requires the service of a consultant to provide expertise and experience in the areas of environmental compliance support and environmental engineering services. This contract is intended to allow the MTA an avenue for resources to the professional experience and expertise to conduct our day-to-day operations consistent with our environmental policy. See attachment 8c for a list of MTA property sites.

- The MTA provides vital transportation services to the State of Maryland. In conducting our mission, we must manage daily processes and handle products that may impact the environment. In addition, the MTA must plan future transportation services and facilities that reflect the growing role of transit in the region. The protection of the environment is one of the MTA's most important responsibilities as we seek to accomplish our mission.
- It is MTA's policy to conduct our mission in a manner that is protective to human health and the environment. Thus it is incumbent on each employee to perform his or her duties in a manner that protects the environment, prevents pollution, and supports conservation of our natural and cultural resources.
- Through this policy MTA commits to:
 - Comprehensive environmental protection and continual environmental process improvement.
 - Early introduction of environmental protection and pollution prevention in the planning stages of new programs, transit facilities and in all work conducted on MTA properties.
 - Compliance with applicable federal, state and local environmental regulations and policies supported by regularly scheduled internal assessments.

- Evaluation of the effectiveness of the MTA’s environmental management program through application and review of the Environmental Management System (EMS) to ensure that established objectives and targets are met.
- Promotion of a spirit of collaboration, cooperation and responsiveness both internally and with federal, state and local regulators.
- Establishment, implementation, and maintenance of MTA’s environmental policy to support effective communication to all employees and interested parties.
- Proactive and sound environmental stewardship.

III. SCOPE OF WORK

A. General

As described in the following, the consultant shall assist the MTA by providing certain tasks associated with the MTA’s environmental compliance program, policies and procedures. The performance of these tasks shall culminate in deliverables which may include: preparation of documents, audits, final reports, design specifications, planning studies, cost estimates, computer databases, environmental surveys and assessments.

The consultant may be called upon to provide professional consulting to support the agency’s environmental programs. Services may include, but not limited to:

1. Regulatory expertise (EPA, MDE and local environmental regulations).
2. On-site personnel as department or project staff supplements.
3. Environmental training for MTA on-site personnel (training program development, implementation, and instruction).
4. Administrative support such as tracking, environmental record-keeping, database development and data entry.
5. Hazardous materials identification surveys, sampling, reporting, Operations and Maintenance (O&M) Plan development and implementation. Hazardous materials may include:
 - a) Asbestos
 - b) Lead
 - c) Mercury
 - d) Mold
 - e) PCBs

The consultant may be assigned other environmental specific duties as necessary by the Chief Safety Officer to support environmental compliance, awareness and stewardship.

B. General Documents

The MTA shall furnish the consultant with applicable documents as guidelines for work to be performed under the contract if available. These documents present information relative to the work to be performed by the consultant. It is the responsibility of the consultant to gather all data necessary for the performance of this contract and to develop complete and final documentation.

C. Technical Scope of Services

1. General

The consultant shall provide the professional and technical staff, in the quantities and at the time requested by the MTA, to accomplish the service as described in this action. Professional and technical staff shall have appropriate and current training and licensing for their specific task. Expired licensing or training will warrant removal from a task.

Professional and technical staff will be subject to approval by the OSQARM. The consultant shall submit resumes, billing rates, and solicit approval for all staff assigned to offer supports services to the MTA.

Professional licensing/training required:

- All OSHA, EPA and MDE mandated training shall be current.
- Final submittals or reports may (as driven by the needs of the project) require signature of a Certified Industrial Hygienist (CIH) or Certified Safety Professional (CSP) subject to request by the OSQARM.
- Professional Engineers (PE) may be required to sign Stormwater Pollution Prevention Plans (SWPPP) or stormwater design projects.
- PEs may be required to sign HVAC designs in response to IAQ investigations / assessments.

2. Technical Direction

The OSQARM shall provide direction for all activities performed under this contract.

During the execution of the work under each task order, the consultant shall maintain close relations with the Chief Safety Officer, OSQARM or his/her designated representative.

The Chief Safety Officer or his designated representative will coordinate the work with other MTA Offices/locations as necessary.

3. Task to Be Performed

Prior to initiating any work, the consultant shall, as appropriate:

- Investigate, visit the site (if applicable), and evaluate the scope of services.
- Review as-built drawings and other existing documents as necessary.
- Submit to the MTA:
 - Proposed scope of work
 - Proposed budget cost estimate
 - Fee proposal (breakdown of individual labor hours)
 - Proposed schedule

Upon approval of funding, the MTA will provide a task order and the consultant shall proceed with implementation of the activity or project.

The consultant shall respond to a wide variety of regulatory compliance and engineering tasks that may require environmental, civil, geotechnical, industrial hygiene and/or safety expertise.

The consultant shall provide environmental engineering assistance in the review of plans for the construction of new facilities, modification of existing facilities, and the abandonment and/or closure of facilities no longer used by the MTA. Abandonment and/or closure may include project related demolition of buildings or structures.

In the event a task order(s) is issued but not completed prior to the expiration date of the contract, the Contractor will continue with completion of the task order at no additional cost to the State. All terms, conditions and pricing shall remain the same and in full effect. The extension period may not exceed six months past the expiration date of the contract.

4. General Areas of Service

a. Development of the MTA's Environmental Management Program

The consultant shall assist the MTA in the preparation/implementation of the agency's Environmental Management Programs. The consultant shall assess the agency wide programs and produce an updated document(s) or section(s) for review and comment.

The consultant shall be responsible for comparing the updated sections or documents to existing MTA policies and procedures including the System Safety Program Plan (SSPP).

The consultant may be requested to participate in the environmental compliance committee meetings coordinated by the OSQARM. The consultant may be requested to participate in the meetings and:

- Provide the committee a report of environment findings upon completion of inspections and research.
- Make recommendations for corrective action as necessary.
- Provide cost estimates for consulting services and remediation costs.
- Identify training needs for MTA departments and personnel as dictated by job requirements:
 - Present training requirements per the EPA and MDE.
 - Present costs for training.
 - Submit proposals to conduct environmental training as determined by the MTA.
 - General class rosters and training certificates to document the training and maintain records.
- Support efforts in prioritizing the environmental needs of the MTA.
- Act as a technical advisor in the environmental compliance committee meetings on behalf of the OSQARM.

b. Conduct an Environmental Audit of Existing MTA Facilities

Consultant may be requested to conduct an environmental audit of existing MTA facilities to identify areas of concern as the primary objective. The environmental audit would:

- Identify areas of deficiency or non-compliance with EPA/MDE regulations.
- Identify areas that are compliant.
- Identify corrective actions to address deficiencies or non-compliance with EPA/MDE regulations.
- Include cost estimates for environmental services/remediation.
- An outline presenting priorities for EPA/MDE compliance including dates for meeting goals for compliance.

c. Site Assessment and Remediation

The consultant shall assist the MTA in preparation of site assessment and site characterization reports required by various federal, state and local environmental enforcement agencies when there has been discharge of hazardous or non-hazardous substances into the environment. Coordination with other MTA departments and consultants may be required, as directed by the OSQARM. Assistance will include:

- Development of plan(s) for investigating the discharge.
- Physical inspection and investigation at the site of the discharge. Inspection and investigation services shall include a written report including color photos.
- Installation of monitoring and observation equipment and wells.
- Sampling and analysis of soils, groundwater and water for contamination in compliance with regulatory sampling protocols.
- Conducting geophysical and hydro-geological surveys, and other tests appropriate to the development of data to complete the assessments in accordance with regulatory direction.
- Development and implementation of groundwater and surface water monitoring plans.
- Preparation of assessment reports and supporting documentation including background analytical results, identification and evaluation of hazardous contaminants, migration pathways and the cost of remediation. Reports shall include photos to document findings and existing conditions on site.
- Providing engineering and technical assistance in the planning, design, installation, construction oversight, and startup of groundwater and soil remediation systems.
- Conducting operation and maintenance of all groundwater and soil remediation systems, upgrade for efficiency and provide closure documents at the completion of remediation.
- Upgrading and improving remediation systems to complete remediation activities and obtain final site closure.
- Services will also include assistance in negotiations with federal, state and local environmental regulatory agencies throughout assessment and remediation projects.

d. Permitting Assistance

Consultant may be required to develop and gather technical data; conduct investigations, inventories, audits and surveys; prepare documentation and provide technical assistance to the MTA in the preparation and filing of permits with various federal, state and local environmental enforcement authorities for:

- Facility stormwater discharges.
- Facility sanitary sewer discharges.
- Hazardous materials use and storage including tank permits.
- Hazardous waste disposal activities.
- Non-hazardous waste disposal activities.
- Building permits.
- Operations with air emissions.
- New permits that may be required by the implementation of regulations or changes in the MTA's operations and maintenance activities.

Services in support of stormwater compliance may require coordination and communication with other MTA departments and consultants.

e. Pollution Control Systems

The consultant will provide engineering and technical expertise for the design of new systems or the upgrade of existing pollution control systems. Using the design, the consultant will either complete the installation or provide construction oversight. When the installation is complete, the consultant will provide startup, testing, and evaluation of the new or upgraded pollution control system. The anticipated systems include:

- Industrial wastewater pretreatment systems.
- Stormwater management systems.
- Air emission control systems.
- Groundwater discharge control systems.
- Other pollution control systems.

f. Assistance with Aboveground and Underground Storage Tanks and Supporting System Fuel Management Systems.

The consultant shall provide engineering and technical assistance to the MTA regarding the compliance of its above and underground storage tanks (AST and UST) and supporting systems with regulatory requirements. Assistance will include:

- Preparation of reports and notices regarding the installation and removal of USTs.

- Design and engineering assistance and supervision of upgrading, removing and replacing AST/UST systems.
- Sampling, data analysis, and other technical assistance in determining presence of contamination in the area of excavated USTs.
- Inspections of installations for regulatory compliance.
- Assistance in developing Standard Operating Procedures (SOP) and policies to ensure MTA compliance.

g. Asbestos, Lead-Based Paint, Abatement or Management

The consultant shall provide engineering and technical assistance for the identification and management of asbestos-containing materials and lead-based paint at the MTA facilities. Services may include:

- Asbestos Identification Surveys in compliance with the Asbestos School Hazard Abatement Reauthorization Act (ASHARA).
- Development of asbestos abatement design specifications or contractor work plans as the need arises.
- Development of asbestos abatement cost estimates for the purposes of supporting MTA budgeting efforts.
- Asbestos abatement monitoring and air sampling in compliance with MDE regulations.
- Preparation of Asbestos Management Plans (which may require submittals to MDE).
- Site inspections and evaluations.
- Development of MTA policies and procedures for Asbestos compliance.
- Lead-based paint identification surveys in compliance with MDE regulations.
- Development of lead-based paint abatement design specifications.
- Development of lead-based paint abatement cost estimates for the purposes of supporting MTA budgeting efforts.
- Preparation of lead-based paint management plans.

- Site inspections and evaluations.
- Development of MTA policies and procedures for lead-based paint.

h. Pollution Prevention

The consultant shall provide expertise in pollution prevention and waste minimization applicable to all operations at the MTA. Tasks will include:

- Identifying alternative or substitute products and processes.
- Testing and evaluating alternative products and processes.
- Identifying recycling opportunities and preparation of recycling plans as necessary.
- Conducting audits at various MTA facilities.

i. Remedial Response Assistance

The consultant may be requested to provide engineering and technical response to environmental regulatory emergencies at MTA support facilities and accidents or spills on public roads. Activities may include:

- Review of regulatory requirements.
- Site characterizations and evaluations.
- Remediation/decontamination support.
- Waste contractor audits.
- Preparation of documentation.

j. Technical Support for Environmental Plans

The consultant may be requested to develop and gather technical data, conduct investigations, inventories, audits and surveys, prepare drawings and reports and provide technical assistance to MTA in the preparation of consolidated plans. These plans fulfill all requirements of the various federal, state and local regulations for:

- Environmental regulatory audits (including multi-media audits).
- Spill prevention, control and countermeasures plans (SPCC).
- Hazardous waste contingency plans.
- Waste minimization plans.
- Recycling plans.
- Waste management plans.
- Stormwater pollution prevention plans (SWPPP).
- Tier II Reporting.

- Biennial Reporting.
- Environmental reports as dictated by the needs of the MTA's requirements for EPA, MDE, or EMS compliance.

k. Quick Response Task

The Consultant shall provide quick response assistance to environmental problems of an emergency nature and directives requiring immediate compliance from Federal, state and local regulatory agencies for all Authority facilities.

Certain tasks shall be included in this task order, including:

- Right-of-way training (RWP Training may be required if the task potentially 'fouls' the tracks).
- Well closures.
- Sampling and analysis of groundwater, wastewater, surface water, stormwater, air, asbestos or other media.
- Soil investigations.
- Permit support.
- Site assessments.
- Design of control equipment to ensure compliance.
- Emergency preparedness and planning.
- Emergency response.
- Regulatory expertise and support

The consultant may be requested to generate a quick response form for signature by the OSQARM. The form shall describe activities to be performed, scheduled, projected completion, and estimated number of hours and costs.

l. Environmental Management System (EMS) Development/Implementation Support

The consultant will provide technical and engineering support for the ongoing development and implementation of the MTA's Environment Management Systems (EMS) and supporting databases. Work would include supporting the development, upgrading, programming and documenting expanding geographic information systems. EMS development and implementation activities require guidance from and compliance with the International Organization for Standardization (ISO) 14001 Environmental Management Systems – Requirements with Guidance for use.

The consultant shall assess the existing computer resources at the MTA and make recommendations regarding implementing an environmental databases base on MTA priorities.

Certain tasks will be requested in the task order, including:

- Participation in EMS development / implementation process, meetings, training programs.
- Supporting preparation for EMS gap analysis or certification audits.
- Participation in developing environmental awareness programs.
- Participation and supporting any executive level management reviews (including developing meeting minutes).
- Other duties assigned as directed by the Chief Safety Officer in support of the EMS development, implementation, and compliance.

In developing/implementing an EMS, the consultant will provide support in the following areas (17 EMS Elements):

- Environmental Policy
- Environmental Aspects
- Legal and Other Requirements
- Objectives, Targets and Programs
- Resources, Roles, Responsibility and Authority
- Competence, Training, and Awareness (may include poster / brochure development and other means of promoting MTA's environmental awareness).
- Communication (may include meetings and presentations for agency representatives from MDOT or EPA).
- Documentation
- Control of Documents
- Operational Control
- Emergency Preparedness and Response (may include Table Top Exercise participation).
- Monitoring and Measurement
- Evaluation of Compliance (may include auditing)
- Nonconformity, Corrective & Preventive Action
- Control of Records
- Internal Audit
- Management Review

Support includes expertise in document development (products and procedures), document review, weekly meetings, and ongoing monitoring.

m. On-Sight Staff Supplement and Augmentation

The consultant shall provide on-site departmental or project staff supplements and augmentation if requested by the Chief Safety Officer.

Certain tasks shall be included in this task order, including:

- Serving as an “environmental expert” on staff as a resource for regulatory compliance and industry standards.
- Staff participation in environmental meetings, design meetings, training meetings, etc.
- Supporting environmental initiatives as assigned by the Chief Safety Officer or his / her designated representative.
- The Consultant may be required to provide administrative support such as tracking training efforts, monitoring progress for reporting, environmental record-keeping, and various duties as assigned by the OSQARM.

n. Total Maximum Daily Load (TMDL) Support

The MTA requires technical expertise in monitoring, developing, and implementing a program to ensure compliance with the TMDL requirements.

EPA is in the process of establishing federal Total Maximum Daily Load (TMDL) requirements for the tidal segments of the Bay and its tidal tributaries for excess nutrients (nitrogen and phosphorus) and sediments.

Stormwater runoff from both new and existing facilities is regulated by means of permits issued by MDE under the federal NPDES program. These permits will be the primary mechanism used to enforce any load reductions allocated to urban stormwater sources. MDE has already adopted regulations changing and increasing requirements for stormwater management on new construction and has issued a new more stringent “General Permit for Stormwater Associated with Construction Activity”. MDE has also already proposed as a contingency measure adding a new requirement to that permit that each acre of new development be offset by retrofitting two acres of pre-1985 land for stormwater management.

Certain tasks may be included in this task order, including:

- TMDL committee participation.
- TMDL technical expertise, regulatory support, and agency coordination.
- Stormwater design, maintenance, and retrofitting support to the OSQARM.

o. Indoor Air Quality (IAQ) Assessment

The consultant shall provide expertise in indoor air quality (IAQ) and mold assessment and abatement / remediation design. The Consultant will also be required to provide contractor oversight, monitoring, sampling and contract compliance activities.

- Identifying and assessing exposure levels of potential indoor air contaminants or irritants.

- Testing, sampling and evaluating for contaminants or irritants to identify sources and extent.
- Reporting assessment findings and making recommendations for corrective action options.
- Corrective actions may require HVAC design services.

p. Regulatory Environmental Training Support

The consultant may be required to assess, develop and implement, provide instructors for, revise and update environmental training programs for the MTA. The consultant may be required to assess, update, implement and provide instructors for (including but not limited to):

- Underground Storage Tank (UST) Inventory Reconciliation Training (2 hours).
- Stage II Vapor Recover Training (1 hour).
- Resource Conservation and Recovery Act (RCRA) Hazardous Waste Training (1 hour).
- Stormwater Pollution Prevention Plan and Spill Prevention Control and Countermeasure (SWPPP / SPCC) Training (1 hour).
- Primary & Secondary Environmental Coordinator (PEC / SEC) Training (8 hours)*.
- Asbestos Awareness Training (2 hours).
- Environmental Awareness Training (1 hour).
- ISO Compliant Environmental Management System (EMS) Training (To Be Determined).

Additional training programs may be requested as prompted by new regulations, new policy or guidance documents mandated by DMOT/MTA, or changes in environmental programs.

NOTE: The PEC/SEC program is internal to MTA but may require updates on an annual basis.

The class durations referenced are estimates only and may change based on MTA needs, training program updates, or new environmental regulations.

5. General Areas of Service

The Chief Safety Officer or his/her designated representative will classify each task into appropriate categories. Each task shall be initiated by a request for environmental services. This request will define the scope of each task. Information included within the request includes the project title, scope of services, explanation, schedule, MTA contact

person, and any additional instructions. No task shall be undertaken without formal authorization from the Chief Safety Officer or his/her designated representative.

a. Task Deliveries

The result of a task assignment will be a completed permit application, final report, analytical-reported results, remediation specifications, procurement technical specification, facility/site map or technical drawing.

Based upon the nature of the task, the MTA will determine the proper procedure for those tasks requiring corrective action. Therefore, where applicable, the consultant task deliverables may also require:

- A description of the findings or non-conformity. A site inspection and a review of as built drawing(s) shall be conducted in preparing the analysis of the issue to be corrected.
- The source of the non-conformity.
- An evaluation or remedial alternatives or suggested solution for remedial action, to include estimated costs.
- A preferred remedial alternative, including drawings or sketches, estimated cost for implementation and schedule for completion.

6. Additional Requirements

a. For all categories of work, the following items are required:

All work shall be in accordance with applicable Federal, state, and local environmental statutes, regulations, engineering instructions, directives, specifications, drawings, technical manuals and other instructions furnished by the MTA.

The implementation of each task order activity shall be the most economical with necessary consideration being given to the most efficient utilization of all materials and resources.

Procurement technical specifications shall incorporate materials that comply with the most stringent environmental criteria as defined by EPA or MDE regulations.

Wherever possible, attention to pollution prevention techniques shall be incorporated into the scope of work. Therefore, full consideration shall be given to the use of substitute materials when performing waste stream evaluations, or operations and maintenance process modification.

All correspondence shall be referenced to the appropriate task order. Matters relating the contract, change proposals, billings, etc., shall be addressed and sent, in duplicate to the Chief Safety Officer.

b. For specific categories of consultant work, the following items may be required and will be identified when the task order is approved:

1) Representation

During the term of this agreement, the consultant may be required to attend or be represented at, meetings and conferences with officials of the MTA, governmental agencies, or other interested in the work as may be directed by the Chief Safety Officer.

2) Certification

The consultant shall furnish the MTA with a statement signed by a Professional Engineer certified in the appropriate jurisdiction, whose signature appears on the contract drawings, certifying that the drawing and specifications conform to the applicable engineering and jurisdictional regulations and ordinances.

c. Quality Control Program:

The Consultant shall develop and be responsible for executing a Quality Control (QC) Program for all engineering and technical services. This program shall require internal reviews and checks by supervisors, and independent QC checks by well qualified technical staff to confirm that acceptable quality is provided. The Consultant shall be responsible for signing and sealing each drawing (if applicable to the task) to attest the accuracy and completeness of its contents, and to show evidence of compliance with applicable jurisdictional codes.

7. Reporting Procedures

The consultant shall provide monthly reports to the MTA. The following reports are required:

a. Task Order Status Report

The Consultant shall submit a Monthly Status Report included with all invoices to the MTA. The report shall contain the following information:

- A chronological listing of all assigned task orders.
- The date the task orders were authorized.
- The project name/title.

- The project manager assigned to these tasks.
- The scheduled completion date.
- Any revised completion date.
- The task order completion date.
- The current status of the task.
- The costs expended within the reporting period, costs expended to date, and including costs remaining in the task and overall contract.

Cost Reports should include similar data as shown in Attachment 8b.

The Consultant’s monthly report will be due with each invoice. In addition to the above, the report shall also contain a brief cost and narrative summary of each staff member’s time utilization. The report shall contain the following information:

- Project title and task order number.
- Brief description of accomplishments during the past month.
- Amount of time spent by each staff member on the task during the past month.

b. Invoicing Procedure

The contractor shall submit invoices monthly with “general guidance” as follows (subject to MTA approval).

1) Overall Contract Value:

Funds Allocated	Previously Billed	Billed This Period	Total Billed to Date	Funds Remaining

2) MBE Allocation and Billing Status:

Funds Allocated	Previously Billed	Billed This Period	Total Billed to Date	Funds Remaining

8. Labor Categories

1. President or Principal (contact with authority to resolve issues and assign resources to this contract for MTA support) – 20 years environmental experience required
2. Project Manager – 10 years environmental management experience including proposal development, cost monitoring, allocating resources and scheduling for environmental

consulting services such as asbestos, stormwater management, environmental management systems and environmental training required

3. Technical Senior Support Staff (CIH/CSP) – 10 years experience required
4. Support Staff (Asbestos, EMS, Stormwater Management, Recycling, Permitting experts) – 10 years experience required
5. Administrative Support – 5 years experience required

9. Substitution of Personnel

A. Continuous Performance of Key Personnel

Unless substitution is approved per paragraphs B-D of this section, key personnel shall be the same personnel proposed in the Contractor's Technical Proposal, which will be incorporated into the Contract by reference. Such identified key personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key personnel may not be removed by the Contractor from working under this Contract, as described in the RFP or the Contractor's Technical Proposal, without the prior written approval of the Project Manager/Coordinator.

If the Contract is task order based, the provisions of this section apply to key personnel identified in each task order proposal and agreement.

B. Definitions

For the purposes of this section, the following definitions apply:

Extraordinary Personal Circumstance – means any circumstance in an individual's personal life that reasonably requires immediate and continuous attention for more than fifteen (15) days and that precludes the individual from performing his/her job duties under this Contract. Examples of such circumstances may include, but are not limited to: a sudden leave of absence to care for a family member who is injured, sick, or incapacitated; the death of a family member, including the need to attend to the estate or other affairs of the deceased or his/her dependents; substantial damage to, or destruction of, the individual's home that causes a major disruption in the individual's normal living circumstances; criminal or civil proceedings against the individual or a family member; jury duty; and military service call-up.

Incapacitating – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual's position in the RFP or the Contractor's Technical Proposal.

Sudden – means when the Contractor has less than thirty (30) days' prior notice of a circumstance beyond its control that will require the replacement of any key personnel working under the Contract.

C. Key Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of staff substitution described in paragraph D of this section.

1. The Contractor shall demonstrate to the Project Manager/Coordinator's satisfaction that the proposed substitute key personnel have qualifications at least equal to those of the key personnel for whom the replacement is requested.
2. The Contractor shall provide the Project Manager/Coordinator with a substitution request that shall include:
 - A detailed explanation of the reason(s) for the substitution request;
 - The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor;
 - The official resume of the current personnel for comparison purposes; and
 - Any evidence of any required credentials.
3. The Project Manager/Coordinator may request additional information concerning the proposed substitution. In addition, the Project Manager/Coordinator and/or other appropriate State personnel involved with the Contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
4. The Project Manager/Coordinator will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Project Manager/Coordinator will not unreasonably withhold approval of a requested key personnel replacement.

D. Replacement Circumstances

1. Voluntary Key Personnel Replacement

To voluntarily replace any key personnel, the Contractor shall submit a substitution request as described in paragraph C of this section to the Project Manager/Coordinator at least fifteen (15) days prior to the intended date of change. Except in a circumstance described in paragraph D.2 of this clause, a substitution may not occur unless and until the Project Manager/Coordinator approves the substitution in writing.

2. Key Personnel Replacement Due to Vacancy

The Contractor shall replace key personnel whenever a vacancy occurs due to the sudden termination, resignation, leave of absence due to an Extraordinary Personal Circumstance, Incapacitating injury, illness or physical condition, or death of such personnel. (A termination or resignation with thirty (30) days or more advance notice shall be treated as a Voluntary Key Personnel Replacement as per Section D.1 of this section.).

Under any of the circumstances set forth in this paragraph D.2, the Contractor shall identify a suitable replacement and provide the same information or items required under paragraph C of this section within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

3. Key Personnel Replacement Due to an Indeterminate Absence

If any key personnel has been absent from his/her job for a period of ten (10) days due to injury, illness, or other physical condition, leave of absence under a family medical leave, or an Extraordinary Personal Circumstance and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information or items to the Project Manager/Coordinator as required under paragraph C of this section.

However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Project Manager/Coordinator, at the option and sole discretion of the Project Manager/Coordinator, the original personnel may continue to work under the Contract, or the replacement personnel will be authorized to replace the original personnel, notwithstanding the original personnel's ability to return.

4. Directed Personnel Replacement

- a. The Project Manager/Coordinator may direct the Contractor to replace any personnel who are perceived as being unqualified, non-productive, unable to fully perform the job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, agency, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph 4.b. If after such remediation the Project Manager/Coordinator determines that the personnel performance has not improved to the level necessary to continue under the Contract, if at all possible at least fifteen (15) days notification of a directed replacement will be provided. However, if the Project Manager/Coordinator deems it necessary and in the State's best interests to remove the personnel with less than fifteen (15) days' notice, the Project Manager/Coordinator can direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

In circumstances of directed removal, the Contractor shall, in accordance with paragraph C of this section, provide a suitable replacement for approval within

fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

- b. If deemed appropriate in the discretion of the Project Manager/Coordinator, the Project Manager/Coordinator shall give written notice of any personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written Remediation Plan within ten (10) days of the date of the notice and shall implement the Remediation Plan immediately upon written acceptance by the Project Manager/Coordinator. If the Project Manager/Coordinator rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Project Manager/Coordinator within five (5) days, or in the timeframe set forth by the Project Manager/Coordinator in writing.

Should performance issues persist despite the approved Remediation Plan, the Project Manager/Coordinator will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the key personnel at issue.

Replacement or substitution of personnel under this section 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.

END OF SECTION II

SECTION III – PROPOSAL FORMAT

I. GENERAL

The Technical and Price Proposals will be reviewed for consistency with and response to the requirements of this RFP.

All interested Offerors must submit their proposals in a separate sealed carton or envelope and clearly labeled “**Technical Proposal, Contract No. MTA-1389**” or “**Financial Proposal, Contract No. MTA-1389**” and deliver the documents to:

Heidi J. Tarleton, Procurement Officer
MTA, Contract Administration Division
6 St. Paul, 7th Floor
Baltimore, Maryland 21202
Phone: 410-767-3763 Fax: 410-333-4810
E-mail: htarleton@mta.maryland.gov

Proposals must be delivered on or before **2:00 PM Eastern Standard Time (EST) on September 6, 2013**. Any proposals not received by the time and date shall not be accepted. If offers are mailed, it is the Offeror’s responsibility to make allowances for on-time delivery. All proposals must be typewritten.

II. PROPOSALS

A two part submittal: Volume1- Technical and Volume 2 - Financial

Volume I – Technical Proposal must be sealed separately from Volume II – Financial Proposal but submitted simultaneously to the Procurement Officer (address listed in Section III.I – General). One (1) unbound original, so identified, and four (4) copies of each volume are to be submitted. Each sealed package must bear the RFP title and number, name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of the proposals on the outside of the package.

A. Submission

All pages of both proposal volumes must be consecutively numbered from beginning (Page 1) to end (Page “x”).

B. Technical Proposal Preparation and Submittal

Technical Proposals shall be responsive and conform to all requirements in these instructions and the requirements of the Contract Documents. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the requirements of this section are neither solicited nor desired.

C. Technical Proposal Requirements

Each offeror shall submit a Technical Proposal in response to the requirements of this RFP. To facilitate, timely and efficient evaluations by the MTA's Evaluation Committee, the following submission requirements shall be followed.

1. Submission Guidelines

- a. The Technical Proposal shall be submitted in an 8½ x 11-inch binder or equivalent, with sequentially numbered pages. Provide index tabs to permit ready separation of sections during evaluation.
- b. The Technical Proposal shall be written in English.

2. Transmittal Letter

A letter of transmittal signed by an officer authorized to make a binding commitment for the firm submitting the proposal. The letter must contain the following:

- a. A statement that except as noted in the proposal Executive Summary that the Offeror has accepted, agreed to, and will comply with the “Scope of Services”, “General Provisions for Services Contracts”, and all other contract documents contained in this solicitation.
- b. A statement that the firm understands that by submitting a response to this solicitation, it represents that it is not in arrears in the payment of any obligation due to the State of Maryland, 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 a contract award.
- c. A statement that the technical and price proposal is valid for a minimum of 180 days from date of submission.

3. Title and Table of Contents

The technical proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. This should be followed by a table of contents for the technical proposal.

4. Executive Summary

The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled “Executive Summary”. The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the contract (Attachment 1), or any other attachments.

WARNING: Exceptions to terms and conditions may result in the Offeror being deemed “not reasonably susceptible of being selected for award.”

5. Administration

- a. Provide a description of the Offeror’s organization to include the type of organization (corporation, partnership, etc.), its principal business activity (ies), its principal office location and other businesses, office and facility locations, and number of employees for each. Provide a description of the major business functions, history, and organizational structure of the Offeror’s Organization. Include a profile of the location of all offices, staffing and services provided; and senior company officials' names, addresses and phone numbers. Provide information about the organization’s financial condition and financial responsibilities and capabilities to perform the requested services. Offerors shall include their specific experience with providing similar services. The experience listed should include a description of the program, the location of service provided and the contract dollar amount. Provide a minimum of three recent references for similar services, including the name of the Client and name, title, and address, phone number of person at reference who is most knowledgeable about the work performed.
- b. Provide an acknowledgement of the Offeror’s ability to comply with the insurance liability provisions of this RFP. See Attachment 9.

6. Technical Proposal Content

a. Proposed Services - Work Plan

The Offeror shall provide a detailed discussion of its service capabilities and approaches to address the requirements outlined in Section II of this RFP. Offeror must fully explain how the proposed services will satisfy the requirements of the RFP and indicate all significant capabilities or issues that will be examined to fulfill the scope of work.

In addition, the Offeror must describe its overall approach for satisfying the requirements of this RFP. Topics to be addressed include:

1. Understanding - This should demonstrate the Offeror’s understanding of the services to be provided under the Contract.
2. Project Management Methodology - The Offeror’s approach to managing the overall project. The overall Project Management approach must include the following items:
 - a) Project Organization, including identification and role of subcontractors.

b) Project Organization and Personnel

- 1) **Project Organization Chart** - An integrated organization chart must be provided containing all key personnel and their allocation to specific tasks, with a detailed management plan showing all lines of authority. The proposal must clearly set forth what work will be assigned to whom, what the lines of responsibility will be, and who will have management authority.
- 2) Resumes of key personnel should demonstrate experience providing such services as outlined in Section II Scope of Services. The minimum number of resumes that should be included in the bid package are indicated next to each discipline.
 - i. President or principal with the authority to allocate resources or resolve issues (1 Resume) – 20 years environmental experience required
 - ii. Project Manager (1 Resume) - 10 years environmental management experience including proposal development, cost monitoring, allocating resources and scheduling for environmental consulting services such as asbestos, stormwater management, environmental management systems and environmental training required
 - iii. Technical support for Environmental Plans (5 Resumes) - 10 years experience required
 - iv. Support Staff:
 - Assistance with Aboveground and Underground Storage Tanks (AST/UST) and Supporting System Fuel Management Systems (2 Resumes) – 10 years experience required
 - Asbestos and Lead-based Paint Abatement or Management (3 Resumes) – 10 years experience required
 - Environmental Management System (EMS) Development/Implementation Support (2 Resumes) – 10 years experience required
 - Total Maximum Daily Load (TMDL) Support (2 Resumes) – 10 years experience required
 - Indoor Air Quality Assessments (2 Resumes) – 10 years experience required
 - Regulatory Environmental Training (3 Resumes) – 10 years experience required

A resume must be submitted for each discipline (except President/Principal and Project Manager). If the individual resume is covering more than one discipline, a letter must be attached stating which disciplines the resume will be addressing.

- 3) **Team Composition** – This section shall address any proposed teaming or subcontract arrangements. The interrelationship of all participant firms shall be included with respect to experience, capabilities and task assignments. For subcontractors proposed, a clear statement of commitment signed by an authorized official of the subcontractor must be included. The commitment shall include a definitive statement of the services to be performed. Offerors are to include a sample subcontract agreement form with their proposal, if subcontractors are proposed. Also include any MBE agreements or subcontractor agreements in your proposal.
- 4) **Service Plan** – Offerors shall provide a detailed description and discussion of how it plans to provide the services. This description will demonstrate the understanding of the program as detailed in this RFP and clearly demonstrate capabilities to provide the requested services. Offerors shall address each component of Section II Scope of Service. Address how Offeror will maintain quality control during the term of the contract assuring the MTA performance standards are consistently met. Additionally, any minimum requirements, which Offeror proposes to exceed, or any proposed cost reductions should be described.
- 5) Respondents must provide suitable evidence of staffing, management, and resources necessary to maintain the project for the project term.

7. Respondents Technical Approach Must Address:

- A. Procedures and processes necessary to provide MTA data documenting Bus, Metro, Light Rail, and MARC operation and personnel management performance experience on an ongoing basis and at a high level of dependability and reliability.
- B. Capability and capacity to quickly establish processes and methods to adapt to MTA needs as requirements arise.
- C. Procedures and process for staffing a Project Manager.
- D. Consultant must provide quality control/quality assurance plan to demonstrate ongoing project performance quality control measures.

- E. Respondents must demonstrate adequate resource availability and flexibility to provide services as defined in the scope of work. This may include supplementation of MTA project or departmental staff.

8. Experience and Stability

- A. Respondents must document in their proposals recent and relevant project experience providing technical support services similar to those described in the above scope of services, including but not limited to, field experience at the operational level, and experience supporting a “multi-disciplinary” organization (operations, facilities maintenance, union presence, and engineering).
 - 1. An overview of experience rendering technical support services similar to those included in Section II (Scope of Services) of this RFP. This description must include a summary of the services offered, the number of years the Offeror has provided these services, the number of clients and geographic locations the Offeror currently serves, etc.
 - 2. References from customers who are capable of documenting:
 - a. The Offeror's ability to manage projects of comparable size and complexity in addition to several projects simultaneously.
 - b. The quality and breadth of services provided by the Offeror.
 - c. Each client reference is to include the following information:
 - 1) Name of client organization;
 - 2) Name, title, and telephone number of Point of Contact for client organization;
 - 3) Value, type, and duration of contract(s) supporting the client organization.
 - d. An explanation of why the Offeror is no longer providing the services to the client organization, if the Offeror is no longer serving this client.
 - 3. Legal Actions Summary
 - a. The Offeror must include the following:
 - 1) A statement as to whether there are any outstanding legal actions or potential claims against the Offeror, and a brief description of any such action.
 - 2) A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years.
 - 4. Financial Capabilities and Statements

- a. Evidence that the Offeror has financial capacity to provide the services required under this RFP such as:
 - 1) Copy of the last two (2) year end audited financial statements or best available equivalent report, and an analysis of those financial statements/reports
 - 2) Dunn and Bradstreet rating;
 - 3) Line(s) of credit;
 - 4) Successful financial track record; and
 - 5) Adequate working capital.

9. Forms Certifications and Assurances

- A. The Offeror must complete, sign and submit the following attachments with the Technical Proposal:
 1. MBE Forms (Attachment 4 – Forms A and B)
 2. Conflict of Interest Affidavit and Disclosure (Attachment 5)
 3. Bid/Proposal Affidavit (Attachment 6)
 4. Certification Regarding Lobbying (Attachment 7)
 5. Living Wage Affidavit of Agreement (Attachment 11a)
 6. Certification of Former State Employees (Attachment 16)
 7. Certification Regarding Investments in Iran (Attachment 17)
 8. Location of the Disclosure of Services (Attachment 18)
 9. Veteran-Owned Small Business Enterprise (VSBE) (Attachment 19)

10. Past State Contracts Experience

- A. Each Offeror must provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years. For each identified contract the Offeror is to provide:
 1. The State contracting entity
 2. A brief description of the services/goods provided
 3. The dollar value of the contracts
 4. The term of the contracts
 5. The State employee contact person (name, title, telephone number and if possible e-mail address)
 6. Whether the contract was terminated before the end of the term specified in the original contracts, including whether any available renewal option was not exercised.
- B. Information obtained regarding the Offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

11. Economic Benefits

- A. Offerors shall submit, with their proposals, a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of their performance of this contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered.
- B. Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than proposals that do not identify specific benefits as contractual commitments, all other factors being equal.
- C. Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the contract term.
- D. As applicable, for the full duration of the contract, including any renewal period, or until the commitment is satisfied, the contractor shall provide to the procurement officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.
- E. Please note that in responding to this section, the following do not generally constitute economic benefits to be derived from this contract:
 - 1. generic statements that the State will benefit from the Offeror's superior performance under the contract;
 - 2. descriptions of the number of offeror employees located in Maryland other than those that will be performing work under this contract; or
 - 3. tax revenues from Maryland based employees or locations, other than those that will be performing, or used to perform, work under this contract.
- F. Discussion of Maryland based employees or locations may be appropriate if the offeror makes some projection or guarantee of increased or retained presence based upon being awarded this contract.
- G. Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:
 - 1. The contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractors, suppliers and joint venture partners.

2. The number and types of jobs for Maryland residents resulting from the contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the contractor has committed, including contractual commitments at both prime and, if applicable, subcontract levels.
3. Tax revenues to be generated for Maryland and its political subdivisions as a result of the contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
4. Subcontract dollars committed to Maryland small businesses and MBEs.
5. Other benefits to the Maryland economy which the offeror promises will result from awarding the contract to the offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the contract award. Offerors may commit to benefits that are not directly attributable to the contract, but for which the contract award may serve as a catalyst or impetus.

12. Corporate Health and Safety Plan

- A. Offerors shall submit, with their proposals, a “Corporate Health and Safety Plan” to demonstrate the firm’s commitment to health and safety. The health and safety plan shall include at minimum:
 1. Includes a Safety Policy Statement signed by an Officer of the company.
 2. Environmental Policy Statement signed by an Officer of the company.
 3. Alcohol/substance abuse program.
 4. Roles and responsibilities of employees.
 5. First Aid policy.
 6. Tours and site visitor’s policy.
 7. Protection of the public and property policy.
 8. Emergency procedures policy.
 9. Media relations policy.
 10. Personal protective equipment policy.
 - a. Head Protection Meeting ANSI Z89.1
 - b. Eye Protections Meeting ANSI Z87
 - c. Foot Protection Meeting ANSI Z41, ASTM F2413-05
 - d. High Visibility Clothing Meeting Class II ANSI/ISEA
 - e. Flame Resistant Clothing for Welding and Electrical Work
 11. Respiratory protection.
 12. Hearing protection.

13. Fall protection policy.
14. Confined space policy.
15. Hazardous communication policy.

END OF SECTION III

SECTION IV – EVALUATION CRITERIA AND SELECTION PROCEDURE

I. EVALUATION OF PROPOSALS

- A. Technical Proposals received by the submission deadline, will be reviewed by the Procurement Officer after the closing date/time for submission of proposals.
- B. Technical Proposals will be evaluated by an Evaluation Committee appointed by the Procurement Officer. Offerors are advised to submit Technical Proposals that are complete (provide all information requested) and that fully describe their qualifications in a manner that does not require additional explanation or information. However, the MTA reserves the right to request clarification from offerors regarding information contained in the Technical Proposal.
- C. During the evaluation process the Committee may request Offerors to clarify data or other information presented in their Technical Proposals. The Committee and Procurement Officer may also hold discussions with Offerors in an effort to obtain enhanced proposals that will better serve the interests of the MTA.
- D. The Evaluation Committee, based on the information contained in the Technical Proposals will make a recommendation to the Procurement Officer of the acceptability or non-acceptability of any Proposal.
- E. Upon completion of the evaluation process, the Procurement Officer will classify each Technical Proposal as either; (a) reasonably susceptible of being selected for award or (b) Not reasonably susceptible of being selected for award.
- F. Offerors' whose Technical Proposals are deemed by the Procurement Officer as Not reasonably susceptible of being selected for award will be notified in writing of the decision and its financial proposals returned unopened.
- G. All Technical Proposals submitted in response to this RFP will be evaluated according to the following criteria, which are listed in order of relative importance (i.e., 1. is more important than 2. etc.):
 - 1. Experience and qualifications of key personnel assigned to this contract, including labor categories.
 - 2. Responses to "Scope of Services" Section of this RFP, which demonstrates the Offeror's understanding of the service to be provided.
 - 3. Experience and performance on similar projects.
 - a. References – minimum of three (3).
 - b. Past State or Federal Contract Experience

4. Project Organization Form
5. Financial Capabilities & Statements
6. Economic Benefits that the Offeror's proposal will provide to the Maryland economy to include:
 - a. Any intended procurements from Maryland subcontractors, suppliers, and joint venture partners; The number of jobs generated for Maryland Residents;
 - b. Tax revenues generated to Maryland and its political subdivisions; and
 - c. The amount or percentage of subcontractor dollars placed with Maryland Small Business and Maryland MBE's.

II. RECIPROCAL PREFERENCE

A "resident business" is a business whose principal office or principal base of operations is located in the State.

A resident business preference is any preference that favors a resident business over a non-resident business. Such preferences include percentage preferences, discounts, point allowances, and employee residence requirements. Such preferences can be established by statute, regulation, executive or administrative order, directive, policy or practice.

Maryland law does not authorize procurement officers to favor a resident business over a non-resident business when awarding procurement contracts, unless the resident business is competing against a non-resident business whose home state grants resident business preferences. In the event that a non-resident business' home state grants resident business preferences, the procurement officer will give the resident business a reciprocal preference, i.e. the same preference as is offered by the out-of-state vendor's home state, unless the application of the reciprocal preference conflicts with a federal law or a grant affecting the procurement contract.

III. FINANCIAL PROPOSALS

Financial Proposals will be evaluated separately from Technical Proposals. The financial evaluation will be based upon the prices submitted by the Offeror on the Financial Proposal Form (Attachment 8). Offerors will be ranked from the lowest to the highest price based upon the prices submitted to perform the services as defined in Section II – Scope of Work. When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial proposals and submit, in writing, best and final offers (BAFOs).

In making the overall award determination, technical factors will have equal weight with financial factors.

END OF SECTION IV

SECTION V – ATTACHMENTS

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Addendum No. 1

Attachment A - Responses to Planholder's Written Questions

MTA-1389 Environmental Compliance, Engineering and Technical Services Consulting Support
 Questions Submitted: 9/3/13

No.	Prospective Bidder Question	MTA Response
1	<p>The RFP requests the inclusion of several documents (such as a Corporate Health and Safety Plan, an example subcontract agreement, and a company QA/QC plan) as attachments to offerors' proposals. Many of these documents are quite lengthy (in some cases filling up 3" binders). As an alternative to including a hard copy with a proposal submission, is it permissible to include these requested attachments as electronic PDF format files on a CD-ROM and then attach the CD to the proposal?</p>	<p>With the intent of facilitating the review process, the MTA will request written copies be included in the submittal package(s).</p> <p>A comprehensive review would include printing the PDF files regardless (from several bidders) so to avoid that process multiple times, MTA is requesting hard copies be included in the submittal package(s).</p>
2	<p>RFP Page 42, Item 4: "Attention must be given to the timeline needed for hiring and training staff, with care taken not to adversely affect the current operations should any staff from the current operation be hired":</p>	<p>Delete:</p> <p>"Attention must be given to the timeline needed for hiring and training staff, with care taken not to adversely affect the current operations should any staff from the current operation be hired. Describe in detail the technology to be used and how it will be implemented".</p>
2.a.	<p>Can MTA clarify whose "current operations" are being referenced?</p>	<p>Addressed by MTA response to Question 2.</p>
2.b.	<p>Is MTA referring to a timeline for hiring and training MTA staff, or a timeline for hiring and training the offeror's staff?</p>	<p>Addressed by MTA response to Question 2.</p>
3	<p>RFP Page 42, Item 7.A.: Respondents Technical Approach must address "procedures and processes necessary to provide MTA data documenting Bus, Metro, Light Rail, and MARC operation and personnel management performance experience on an ongoing basis and at a high level of dependability and reliability". Can MTA clarify whether or not the offeror will need to develop a method to monitor and track MTA's overall operations? Or is the intent that the offeror will devise a system of tracking personnel training and performance related to environmental and compliance issues? Please clarify this statement.</p>	<p>The solicitation entitled "<i>Environmental Compliance, Engineering and Technical Services Consulting Support</i>" is for environmental support to the Office of Safety, Quality Assurance, and Risk Management.</p> <p>The intent is that the offeror may be called upon to devise a system of tracking (such as personnel training) and performance specific to environmental compliance issues.</p> <p>Requests for the consultant will not include assessing 'MTA's overall operations'.</p>

No.	Prospective Bidder Question	MTA Response
4	<p>We understand that labor rates must be fully loaded to include payroll burden and overhead, profit, and indirect costs such as mileage. Attachment 8a indicates that "Other Direct Costs for environmental support (such as lab analysis) will be billed at cost plus 10%". Do "other direct costs" also include other services typically billed at unit rates or that do not include professional labor charges (examples – drilling, field supplies)?</p>	<p>The intent will be for the offeror to invoice MTA for services rendered including 'indirect costs' and 'other direct costs'.</p> <p>Invoices must:</p> <ul style="list-style-type: none"> • Clearly present the costs incurred for a specific task or on a monthly basis as driven by the nature of the work. • Include receipts for field supplies / materials specific to the task or project. (Other Direct Costs are allowed at cost plus 10% but must be substantiated). • Unsubstantiated invoices will be rejected and returned for revisions. <p>Invoices will generally be compared against the 'order for services' or 'task order' to ensure costs are 'pre-approved' and consistent with the offeror's proposed costs.</p>
5	<p>RFP Page 41: item b)2)iii.: Is it MTA's intent that the minimum of five resumes needed for "Technical Support for Environmental Plans" specifically relate to Item j in the Scope of Services "Technical Support for Environmental Plans" (RFP Page 28), or should these be senior technical support individuals covering the full range of the Scope of Services (not just item J)?</p>	<p>These should be senior technical support individuals covering the full ranges of the Scope of Services.</p> <p>The nature of the work and volume for Solicitation 1389 will require cases whereby teams of 2 or 3 may be needed to complete an assignment. Item iii is intended for 'multi-discipline' individuals that may be called upon for various types of assignments.</p>