



**MARYLAND TRANSIT ADMINISTRATION**

**MARYLAND DEPARTMENT OF TRANSPORTATION**

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

MEMORANDUM

TO: All Planholders

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

SUBJECT: Addendum No. 14  
Contract No. MTA -1412  
BUS TIRE LEASING AND MAINTENANCE SERVICES

DATE: October 07, 2014

Enclosed and effective this date is Addendum No.14 to the subject contract. **This Addendum changes the Bid Due date to Wednesday, October 22, 2014 at 2:00pm, 6 St. Paul Street, 7th Floor, Conference Room #742, Baltimore, MD 21202.**

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

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

All other terms and conditions remain the same. If you require clarification of the information provided in this Amendment, please contact me via email at [jalozie@mta.maryland.gov](mailto:jalozie@mta.maryland.gov) or by telephone at (410) 767-0813.

Sincerely,

A handwritten signature in black ink, appearing to read "John Alozie".

John Alozie  
Procurement Officer

---

Acknowledgement of receipt of Addendum No.14 to Solicitation MTA-1412

Vendor Name:

---

Authorized Representative's Signature

---

Date



MARYLAND TRANSIT ADMINISTRATION

MARYLAND DEPARTMENT OF TRANSPORTATION

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

TO: All Planholders

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

SUBJECT: **Addendum No. 13**  
**Contract No. MTA-1412**  
Bus Tire Leasing and Maintenance Services

DATE: September 18, 2014

Enclosed and effective this date is Addendum No.13 to the subject contract. **This Addendum changes the Bid Due date to Wednesday, October 8, 2014 at 2:00pm, 6 St. Paul Street, 7<sup>th</sup> Floor, Conference Room #742, Baltimore, MD 21202.**

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

All other terms and conditions remain unchanged.

Sincerely,

*Lisa Dunlap*

Lisa Dunlap, CPPB  
Procurement Officer

---

Acknowledgement of receipt of Addendum No.13 to Solicitation MTA-1412

Vendor Name: \_\_\_\_\_

---

Authorized Representative's Signature

---

Date



MARYLAND TRANSIT ADMINISTRATION

MARYLAND DEPARTMENT OF TRANSPORTATION

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

TO: All Planholders

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

SUBJECT: **Addendum No. 12**  
**Contract No. MTA-1412**  
Bus Tire Leasing and Maintenance Services

DATE: September 4, 2014

Enclosed and effective this date is Addendum No.12 to the subject contract. **This Addendum changes the Bid Due date to Friday, September 19, 2014 at 2:00pm, 6 St. Paul Street, 7<sup>th</sup> Floor, Conference Room #742, Baltimore, MD 21202.**

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

All other terms and conditions remain unchanged.

Sincerely,

*Lisa Dunlap*

Lisa Dunlap, CPPB  
Procurement Officer

---

Acknowledgement of receipt of Addendum No.12 to Solicitation MTA-1412

Vendor Name: \_\_\_\_\_

---

Authorized Representative's Signature

---

Date



**MARYLAND TRANSIT ADMINISTRATION**

**MARYLAND DEPARTMENT OF TRANSPORTATION**

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

TO: All Planholders

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

SUBJECT: **Addendum No. 11**  
**Contract No. MTA-1412**  
Bus Tire Leasing and Maintenance Services

DATE: August 12, 2014

Enclosed and effective this date is Addendum No.11 to the subject contract. **This Addendum changes the Bid Due date to Friday, September 5, 2014 at 2:00pm, 6 St. Paul Street, 7<sup>th</sup> Floor, Conference Room #742, Baltimore, MD 21202.**

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

All other terms and conditions remain unchanged.

Sincerely,

*Lisa Dunlap*

Lisa Dunlap, CPPB  
Procurement Officer

---

Acknowledgement of receipt of Addendum No.11 to Solicitation MTA-1412

Vendor Name: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date



MARYLAND TRANSIT ADMINISTRATION

MARYLAND DEPARTMENT OF TRANSPORTATION

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

TO: All Planholders

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

SUBJECT: **Addendum No. 10**  
**Contract No. MTA-1412**  
Bus Tire Leasing and Maintenance Services

DATE: July 30, 2014

Enclosed and effective this date is Addendum No.10 to the subject contract. **This Addendum changes the Bid Due date to Friday, August 15, 2014 at 2:00pm, 6 St. Paul Street, 7<sup>th</sup> Floor, Conference Room #742, Baltimore, MD 21202.**

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

All other terms and conditions remain unchanged.

Sincerely,

*Lisa Dunlap*

Lisa Dunlap, CPPB  
Procurement Officer

---

Acknowledgement of receipt of Addendum No.10 to Solicitation MTA-1412

Vendor Name: \_\_\_\_\_

---

Authorized Representative's Signature

---

Date



MARYLAND TRANSIT ADMINISTRATION

MARYLAND DEPARTMENT OF TRANSPORTATION

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

TO: All Planholders  
  
FROM: Maryland Transit Administration  
Procurement Division, 7<sup>th</sup> Floor  
6 Saint Paul Street  
Baltimore, Maryland 21202-1614  
  
SUBJECT: **Addendum No. 9**  
**Contract No. MTA-1412**  
Bus Tire Leasing and Maintenance Services  
  
DATE: July 7, 2014

Enclosed and effective this date is Addendum No.9 to the subject contract. **This Addendum changes the Bid Due date July 31, 2014 at 2:00pm, 6 St. Paul Street, 7<sup>th</sup> Floor, Conference Rom #731, Baltimore, MD 21202.**

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

All other terms and conditions remain unchanged.

Sincerely,

Lisa Dunlap, CPPB  
Procurement Officer

---

Acknowledgement of receipt of Addendum No.9 to Solicitation MTA-1412

Vendor Name: \_\_\_\_\_

---

Authorized Representative's Signature

---

Date



**MARYLAND TRANSIT ADMINISTRATION**

**MARYLAND DEPARTMENT OF TRANSPORTATION**

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

TO: All Planholders

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

SUBJECT: **Addendum No. 8**  
**Contract No. MTA-1412**  
Bus Tire Leasing and Maintenance Services

DATE: June 16, 2014

Enclosed and effective this date is Addendum No.8 to the subject contract. **This Addendum changes the Bid Due date July 8, 2014 at 2:00pm, 6 St. Paul Street, 7<sup>th</sup> Floor, Conference Rom #731, Baltimore, MD 21202.**

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

All other terms and conditions remain unchanged.

Sincerely,

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

Lisa Dunlap, CPPB  
Procurement Officer

---

Acknowledgement of receipt of Addendum No.8 to Solicitation MTA-1412

Vendor Name: \_\_\_\_\_

---

Authorized Representative's Signature

---

Date



**MARYLAND TRANSIT ADMINISTRATION**

**MARYLAND DEPARTMENT OF TRANSPORTATION**

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

TO: All Planholders

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

SUBJECT: **Addendum No. 7**  
**Contract No. MTA-1412**  
Bus Tire Leasing and Maintenance Services

DATE: June 5, 2014

Enclosed and effective this date is Addendum No.7 to the subject contract. **This Addendum changes the Bid Due date June 19, 2014 at 2:00pm, 6 St. Paul Street, 7<sup>th</sup> Floor, Conference Rom #731, Baltimore, MD 21202.**

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

All other terms and conditions remain unchanged.

Sincerely,

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

Lisa Dunlap, CPPB  
Procurement Officer

---

Acknowledgement of receipt of Addendum No.7 to Solicitation MTA-1412

Vendor Name: \_\_\_\_\_

---

Authorized Representative's Signature

---

Date



**MARYLAND TRANSIT ADMINISTRATION**

**MARYLAND DEPARTMENT OF TRANSPORTATION**

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

TO: All Planholders

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

SUBJECT: **Addendum No. 6**  
**Contract No. MTA-1412**  
Bus Tire Leasing and Maintenance Services

DATE: May 19, 2014

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

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

All other terms and conditions remain unchanged.

Sincerely,

Lisa Dunlap, CPPB  
Procurement Officer

---

Acknowledgement of receipt of Addendum No.6 to Solicitation MTA-1412

Vendor Name: \_\_\_\_\_

---

Authorized Representative's Signature

---

Date



**MARYLAND TRANSIT ADMINISTRATION**

**MARYLAND DEPARTMENT OF TRANSPORTATION**

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

TO: All Planholders

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

SUBJECT: **Addendum No. 5**  
**Contract No. MTA-1412**  
Bus Tire Leasing and Maintenance Services

DATE: May 9, 2014

Enclosed and effective this date is Addendum No.5 to the subject contract. **This Addendum changes the Bid Due date to Wednesday, May 20, 2014 at 2:00pm, 6 St. Paul Street, 7<sup>th</sup> Floor, Conference Rom #742, Baltimore, MD 21202.**

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

All other terms and conditions remain unchanged.

Sincerely,

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

Lisa Dunlap, CPPB  
Procurement Officer

---

Acknowledgement of receipt of Addendum No.5 to Solicitation MTA-1412

Vendor Name: \_\_\_\_\_

---

Authorized Representative's Signature

---

Date



MARYLAND TRANSIT ADMINISTRATION

MARYLAND DEPARTMENT OF TRANSPORTATION

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

TO: All Planholders  
  
FROM: Maryland Transit Administration  
Procurement Division, 7<sup>th</sup> Floor  
6 Saint Paul Street  
Baltimore, Maryland 21202-1614  
  
SUBJECT: **Addendum No. 4**  
**Contract No. MTA-1412**  
Bus Tire Leasing and Maintenance Services  
  
DATE: April 24, 2014

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

**Bid Opening date changed to May 13, 2014, 2:00PM (Local Time)**  
**Maryland Transit Administration**  
**6 St. Paul Street, 7<sup>th</sup> Floor-Conference Room #731**  
**Baltimore, MD 21202**

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

All other terms and conditions remain unchanged.

Sincerely,

Lisa Dunlap, CPPB  
Procurement Officer

---

Acknowledgement of receipt of Addendum No.4 to Solicitation MTA-1412

Vendor Name: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date



**MARYLAND TRANSIT ADMINISTRATION**

**MARYLAND DEPARTMENT OF TRANSPORTATION**

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

TO: All Planholders

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

SUBJECT: **Addendum No. 3**  
**Contract No. MTA-1412**  
Bus Tire Leasing and Maintenance Services

DATE: April 16, 2014

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

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

All other terms and conditions remain unchanged.

Sincerely,

Lisa Dunlap, CPPB  
Procurement Officer

---

Acknowledgement of receipt of Addendum No.3 to Solicitation MTA-1412

Vendor Name: \_\_\_\_\_

---

Authorized Representative's Signature

---

Date



**MARYLAND TRANSIT ADMINISTRATION**

**MARYLAND DEPARTMENT OF TRANSPORTATION**

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

**TO:** All Planholders  
**FROM:** Maryland Transit Administration  
**SUBJECT:** **ADDENDUM NO. 2**  
**Contract No.: MTA-1412**  
**Bus Tire Leasing and Maintenance**  
**DATE:** April 4, 2014

Enclosed and effective this date is Addendum No. 2 to the subject Contract. This addendum reflects changes made to the solicitation as follows:

**Page iii** **IFB KEY INFORMATION SUMMARY SHEET**  
VSBE Subcontracting Goal corrected to reflect a goal of 0%

A conformed copy of the revised specification will be available on our website at [www.mta.maryland.gov/procurement](http://www.mta.maryland.gov/procurement).

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

All other terms and conditions remain unchanged.

Sincerely,

Lisa Dunlap, CPPB  
MTA Procurement Officer

---

Acknowledgement of receipt of ADDENDUM # 2 to Solicitation #MTA-1412

Vendor Name: \_\_\_\_\_

---

Authorized Representative's Signature

Date



**MARYLAND TRANSIT ADMINISTRATION**

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

**TO:** All Planholders  
**FROM:** Maryland Transit Administration  
**SUBJECT:** **ADDENDUM NO. 1**  
**Contract No.: MTA-1412**  
**Bus Tire Leasing and Maintenance Services**  
**DATE:** April 3, 2014

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

**Page iii** **Inquiries Deadline is April 8, 2014 at Noon to be consistent with Page 9.**  
**Site Visit** **Monday, April 7, 2014 at 11:00am**  
**1515 Washington Boulevard, Building 2**  
**Baltimore, MD 21230**

A conformed copy of the revised specification will be available on our website at [www.mta.maryland.gov/procurement](http://www.mta.maryland.gov/procurement).

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

All other terms and conditions remain unchanged.

Sincerely,

Lisa Dunlap  
MTA Procurement Officer

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM NO. 1 TO SOLICITATION MTA-1412

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

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

\_\_\_\_\_  
DATE



**STATE OF MARYLAND**  
**MARYLAND DEPARTMENT OF TRANSPORTATION**  
**MARYLAND TRANSIT ADMINISTRATION**

**INVITATION FOR BIDS (IFB)**

**SOLICITATION NO. MTA-1412**

**BUS TIRE LEASING AND MAINTENANCE SERVICES**

**Issue Date: March 25, 2014**

**NOTICE**

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

**Minority Business Enterprises Are Encouraged to Respond to this Solicitation**

**STATE OF MARYLAND  
NOTICE TO VENDORS**

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

**Title: BUS TIRE LEASING AND MAINTENANCE SERVICES**  
**Solicitation No: MTA-1412**

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

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

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

REMARKS: \_\_\_\_\_

\_\_\_\_\_

Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

Thank you

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

**Invitation for Bids:** Bus Tire Leasing and Maintenance Services

**Solicitation Number:** MTA-1412

**IFB Issue Date:** March 25, 2014

**IFB Issuing Office:** MD Department of Transportation  
Maryland Transit Administration

**Procurement Officer:** Lisa Dunlap  
Contracts Administration Division  
6 St. Paul, 7<sup>th</sup> Floor  
Baltimore, MD 21202  
Phone: (410) 767-3360  
Fax: (410) 333-4810  
Email: [ldunlap@mta.maryland.gov](mailto:ldunlap@mta.maryland.gov)

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

**Pre-Bid Conference:** April 1, 2014, 10:00 a.m. Local Time  
Maryland Transit Administration  
Contracts Administration Division  
6 St. Paul, 7<sup>th</sup> Floor, Rooms 731-732  
Baltimore, MD 21202

**Inquiries Deadline:** April 8, 2014, 12:00 p.m. Local Time

**Public Bid Opening:** Thursday July 31, 2014, 2:00 p.m. Local Time  
Maryland Transit Administration  
Contracts Administration Division  
6 St. Paul, 7<sup>th</sup> Floor, Room 731  
Baltimore, MD 21202

**Site Visit** April 7, 2014, 11:00 p.m. Local Time  
1515 Washington Blvd., Building #2  
Baltimore, MD 21230

**MBE Subcontracting Goal:** 0%

**VSBE Subcontracting Goal:** 0%

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## SECTION 1 - GENERAL INFORMATION

### **1.1 Summary Statement**

- 1.1.1 The Maryland Transit Administration (MTA or the Department) is issuing this Invitation for Bids (IFB) to furnish and deliver transit steel-belted radial tubeless tires for the MTA's fleet of buses and mobility vehicles for Maintenance Facilities.
- 1.1.2 It is the State's intention to obtain services, as specified in this IFB, from a Contract between the selected Bidder and the State. The anticipated duration of services to be provided under this Contract is three (3) years with 2-one year options. See Section 1.4 for more information.
- 1.1.3 The Department intends to make a single award as a result of this IFB.
- 1.1.4 Bidders, either directly or through their subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

### **1.2 Abbreviations and Definitions**

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

- a. **Bid** – A statement of price offered by a Bidder in response to an IFB.
- b. **Bidder** – An entity that submits a Bid in response to this IFB.
- c. **Business Day(s)** – The official Working Days of the week to include Monday through Friday. Official Working Days exclude State Holidays (see definition of “Normal State Business Hours” below).
- d. **COMAR** – Code of Maryland Regulations available on-line at [www.dsd.state.md.us](http://www.dsd.state.md.us).
- e. **Contract** – The Contract awarded to the successful Bidder pursuant to this IFB. The Contract will be in the form of **Attachment A**.
- f. **Contract Award Date** – The date the contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. See Section 1.4.
- g. **Contract Commencement Date** - The start date of performance.
- h. **Contract Monitor (CM)** – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope.
- i. **Contractor** – The selected Bidder that is awarded a Contract by the State.

- j. **Department or MTA** – Maryland Transit Administration.
- k. **eMM** – eMaryland Marketplace (see IFB Section 1.8).
- l. **Invitation for Bids (IFB)** – This Invitation for Bids solicitation issued by the MTA, Solicitation Number MTA-1412 dated March 25, 2014, including any addenda.
- m. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- n. **Minority Business Enterprise (MBE)** – Any legal entity certified as defined at COMAR 21.01.02.01B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- o. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) – keyword: State Holidays.
- p. **Notice to Proceed (NTP)** – A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date. The start date listed in the NTP is the Contract Commencement Date, and is the official start date of the Contract for the actual delivery of services as described in this solicitation. After Contract Commencement, additional NTPs may be issued by either the Procurement Officer or the Department Contract Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- q. **Procurement Officer** – The State representative for the resulting Contract. The Procurement Officer is responsible for the Contract and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
- r. **State** – The State of Maryland.
- s. **Total Bid Price** - The Bidder’s total price for services in response to this solicitation, included in the Bid in Attachment E – Bid Form, and used in determining the recommended awardee (see IFB Section 1.15).
- t. **Veteran-owned Small Business Enterprise (VSBE)** – a business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- u. **Working Day(s)** – Same as “Business Day(s).”

**1.3 Contract Type**

The Contract resulting from this solicitation shall be an indefinite quantity, with fixed unit price as defined in COMAR 21.06.03.

**1.4 Contract Duration**

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

- 1.4.2 During the Start-up Period the Contractor shall perform start-up activities such as are necessary to enable the Contractor to begin the successful performance of Contract activities as of the Contract Commencement Date. No compensation will be paid to the Contractor for any activities it performs during the Start-up Period.
- 1.4.3 As of the Contract Commencement Date, or a later date as contained in a Notice to Proceed (see Section 1.2 definition), the Contractor shall perform all activities required by the Contract, including the requirements of this solicitation, for the compensation described in its Bid.
- 1.4.4 The duration of the Contract will be for the period of time from Contract Commencement Date plus three (3) years. This contract may be extended for two (2) periods of one year each at the sole discretion of the Department and at the prices quoted in the Bid Price Form for Option Years.
- 1.4.5 The Contractor's obligations to pay invoices to subcontractors that provided services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract (see Attachment A) shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.

## **1.5 Procurement Officer**

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

Lisa Dunlap  
Procurement Officer  
Contracts Administration Division  
6 St. Paul, 7<sup>th</sup> Floor  
Baltimore, MD 21202  
Phone Number: 410-767-3360  
Fax Number: 410-333-4810  
E-mail: [ldunlap@mta.maryland.gov](mailto:ldunlap@mta.maryland.gov)

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

## **1.6 Pre-Bid Conference**

A Pre-Bid Conference (the Conference) will be held on **April 1, 2014**, beginning at 10:00 a.m. Local Time, at the Maryland Transit Administration, 6 St. Paul Street, Baltimore, MD 21202, Conference Room #731-732. All prospective Bidders are encouraged to attend in order to facilitate better preparation of their Bids.

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

In order to assure adequate seating and other accommodations at the Conference, please e-mail, mail, or fax to (410) 333-4810 the Pre-Bid Conference Response Form to the attention of the Procurement Officer no later than 4:00 p.m. Local Time on **March 28, 2014**. The Pre-Bid Conference Response Form is included as **Attachment D** to this IFB. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability,

please notify the Procurement Officer no later than 4:00 p.m. Local Time on **March 27, 2014** The Department will make a reasonable effort to provide such special accommodation.

### 1.7 eMaryland Marketplace

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

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

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

### 1.8 Questions

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

Questions will also be accepted subsequent to the Conference and should be submitted to the Procurement Officer (see above email address) in a timely manner prior to the Bid due date. Questions are requested to be submitted **by noon on April 8, 2014**. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Bid due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors that are known to have received a copy of the IFB in sufficient time for the answer to be taken into consideration in the Bid.

### 1.9 Procurement Method

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

### 1.10 Bids Due (Closing) Date and Time

Bids, in the number and form set forth in Section 4.4 "Required Bid Submissions," must be received by the Procurement Officer at the address listed on the Key Information Summary Sheet, **no later than 2:00 p.m. Local Time on Thursday, July 31, 2014 in order to be considered.**

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

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

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

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

**1.11 Multiple or Alternate Bids**

Multiple and/or alternate Bids will not be accepted.

**1.12 Receipt, Opening and Recording of Bids**

- 1.12.1 Receipt. Upon receipt, each Bid and any timely modification(s) to a Bid shall be stored in a secure place until the time and date set for bid opening. Before Bid opening, the State may not disclose the identity of any Bidder.
- 1.12.2 Opening and Recording. Bids and timely modifications to Bids shall be opened publicly, at the time, date and place designated in the IFB. The name of each Bidder, the total Bid price, and such other information as is deemed appropriate shall be read aloud or otherwise made available.
- 1.12.3 The Bid Opening shall be **Thursday, July 31, 2014**, 2:00 p.m. at Maryland Transit Administration, 6 St. Paul Street, Baltimore, MD 21202, Conference Room # 731.

**1.13 Confidentiality of Bids**

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

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

**1.14 Award Basis**

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

**1.15 Tie Bids**

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

**1.16 Duration of Bid**

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

### **1.17 Revisions to the IFB**

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

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

### **1.18 Cancellations**

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

### **1.19 Incurred Expenses**

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

### **1.20 Protest/Disputes**

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

### **1.21 Bidder Responsibilities**

The selected Bidder shall be responsible for rendering services for which it has been selected as required by this IFB. All subcontractors shall be identified and a complete description of their role relative to the Bid shall be included in the Bidder's Bid.

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

### **1.22 Substitution of Personnel**

If the solicitation requires that a particular individual or personnel be designated by the Bidder to work on the Contract, any substitution of personnel after the Contract has commenced must be approved in writing by the Contract Monitor prior to the substitution. If the Contractor substitutes personnel without the prior written approval of the

Contract Monitor, the Contract may be terminated for default which shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.

### **1.23 Mandatory Contractual Terms**

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

### **1.24 Bid/Proposal Affidavit**

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

### **1.25 Contract Affidavit**

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

### **1.26 Compliance with Laws/Arrearages**

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

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

### **1.27 Verification of Registration and Tax Payment**

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

It is strongly recommended that any potential Bidder complete registration prior to the due date for receipt of Bids. A Bidder's failure to complete registration with SDAT shall disqualify an otherwise successful Bidder from final consideration and recommendation for Contract award.

### **1.28 False Statements**

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

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

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

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

1.29.3 A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five years or both.

### **1.29 Payments by Electronic Funds Transfer**

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

[http://comptroller.marylandtaxes.com/Government\\_Services/State\\_Accounting\\_Information/Static\\_Files/APM/gadx-10.pdf](http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf)

### **1.30 Prompt Payment Policy**

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor must comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Payment" (see **Attachment A**). Additional information is available on GOMA's website at:

[http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs\\_000.pdf](http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf)

### **1.31 Electronic Procurements Authorized**

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

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

- D. In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.30 “Payments by Electronic Funds Transfer”) and subject to the exclusions noted in section E of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:
1. The Procurement Officer may conduct the procurement using eMM, the Department’s procurement web page, e-mail, or facsimile to issue:
    - (a) the solicitation (e.g., the IFB/RFP);
    - (b) any amendments;
    - (c) pre-Bid/Proposal conference documents;
    - (d) questions and responses;
    - (e) communications regarding the solicitation or Bid/Proposal to any Bidder/Offeror or potential Bidder/Offeror;
    - (f) notices of award selection or non-selection; and
    - (g) the Procurement Officer’s decision on any Bid protest or Contract claim.
  2. A Bidder/Offeror or potential Bidder/Offeror may use e-mail or facsimile to:
    - (a) ask questions regarding the solicitation;
    - (b) reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer’s request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
    - (c) submit a "No Bid/Proposal Response" to the solicitation.
  3. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section E of this subsection utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Monitor.
- E. The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:
1. submission of initial Bids or Proposals;
  2. filing of Bid Protests;
  3. filing of Contract Claims;
  4. submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications, etc.); or
  5. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder/Offeror be provided in writing or hard copy.
- F. Any facsimile or e-mail transmission is only authorized to the facsimile numbers or e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

<b>1.32 Minority Business Enterprise Goal and Subgoals</b>
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There is no MBE subcontractor participation goal for this procurement.

### 1.33 Veteran-Owned Small Business Enterprise Goals

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

### 1.34 Performance Guarantees

To ensure performance in accordance with the terms and conditions of the Contract and to protect the MTA and its patrons in the event of the Contractor's default on its contractual obligations, the Contractor shall be required to submit a Performance Guarantee to the MTA prior to commencement of the contract. The Guarantee shall equal 100% of the total, five-year, estimated contract price and be in *only* one of the forms specified below.

- a. A performance bond shall be in the format specified in Attachment M. The completed form shall be delivered to the MTA within ten (10) business days of receiving notification of recommendation for Contract award. The following surety bond qualifications shall apply:
  1. Bonds shall be written through surety insurers authorized to do business in the State of Maryland as surety, with a rating of at least "BV" as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company.
  2. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds," published annually. The bond amount shall not exceed the underwriting limitations as show in this circular.
  3. Surety Bonds guaranteed through the U.S. Government Small Business Administration or Contractors Training and Development, Inc. will also be acceptable.
  4. The attorney-in-fact or other officer who signs for a contract bond for a surety company must file with such bond a certified copy of their power of attorney authorizing him or her to do so. The contract bond must be countersigned by the surety's resident Maryland Agent.
- b. A pledge of U.S. Government Securities or cash held in escrow by a Maryland bank in the amount of 100% of the total, five-year estimated contract ceiling price to be held by a Maryland bank in escrow for the term of the contract and any extensions thereto. The form of the pledge must allow the MTA to direct the bank to liquidate the securities and withdraw funds from the escrow account upon presentation to the bank of a certification from the MTA Administrator that the Contractor has been issued a notice of termination for default in accordance with the terms of the contract. No countersignature or approval of the Contractor shall be required. The pledge must be signed and notarized by authorized officials of both the Contractor and the bank.
- c. An irrevocable Letter of Credit (LOC) issued by a Maryland financial institution in a form acceptable to the MTA in the amount of 100% of the total, five-year estimated contract ceiling price. The form of the LOC must allow the MTA to draw upon the funds upon presentation to the bank of a certification from the MTA Administrator that the Contractor has been issued a notice of termination for default in accordance with the terms of the contract. No countersignature or approval of the Contractor shall be required. The LOC must be signed and notarized by authorized officials of both the Contractor and the bank.
- d. Retaining of a portion of the contractor's gross billing amount until the termination of the contract or when the retainage equals 100% of the total, five-year estimated contract ceiling price, whichever occurs first. The portion retained shall be 100% of each monthly billings for all billings covering the first year

of services and five percent (5%) thereafter until the 10% ceiling is reached. If the contract is terminated for default, the retainage shall be forfeited. Forfeiture shall not be construed as a waiver of any other remedies the MTA is entitled to exercise under the contract or at law.

### **1.35 Living Wage Requirements**

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Md. Code Ann., State Finance and Procurement Article, Title 18. Additional information regarding the State's living wage requirement is contained in **Attachment F**. Bidders/Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment F-1**) with their Bid/Proposal. If a Bidder/Offeror fails to complete and submit the required documentation, the State may determine a Bidder/Offeror to be not responsible under State law.

Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located.

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

- If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
- If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.
- If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, this Contract will be determined to be a Tier 1 Contract.

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

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

### **1.36 Federal Funding Acknowledgement**

This Contract does not contain Federal funds.

### **1.37 Conflict of Interest Affidavit and Disclosure**

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

policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

### **1.38 Non-Disclosure Agreement**

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

### **1.39 Non-visual Access**

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

### **1.40 Mercury and Products that Contain Mercury**

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

### **1.41 Conflict Minerals Notice**

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

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

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

### **1.42 Investment Activities in Iran**

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

### **1.43 Location of the Performance of Services Disclosure**

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

**1.44 Department of Human Resources (DHR) Hiring Agreement**

This solicitation does not require a DHR Hiring Agreement.

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## **SECTION 2 – MINIMUM QUALIFICATIONS**

### **2.1 Bidder Minimum Qualifications**

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

- 2.1.1 The Bidder shall furnish written certification that the tires furnished under the contract shall be new and comply with all Federal, State and Local Laws, Regulations and Ordinances.
- 2.1.2 The Bidder shall furnish written certification that the radial tires furnished under this contract are appropriate for use on all wheel positions of Maryland Transit Administration's bus and paratransit fleet.
- 2.1.3 The Bidder shall state in writing any limitations on the use of radial tires on any wheel positions in the MTA's bus fleet.
- 2.1.4 The Bidder shall certify in writing that the tires provided under the terms of this Contract are sufficient to properly handle the gross vehicle weight rating of MTA's various bus models.

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## **SECTION 3 – SPECIFICATIONS**

<b>3.1 Background and Purpose</b>
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### 3.1.1 Introduction

- A. This specification is intended to provide specifically detailed technical requirements and a scope of work for a mileage-based tire lease service contract for Maryland Transit Administration (MTA). Award will be based on the lowest responsive bidder on the bases of cost per vehicle mile and monthly service charge. See Bid Form (Attachment E).
- B. The monthly service charge requested as a part of this contract is for the labor to perform the tire repairs, mounting and de-mounting of tires on wheels, balancing of the tire/wheel assembly, and other related work during the contract period. The Contractor’s employees will not be required to have a CDL license or drive buses/mobility vehicles under this contract.
- C. This specification details the minimum requirements for the contractor to provide tires and services for the Maryland Transit Administration's fleet of buses & mobility vehicles. A bidder must meet or exceed the minimum requirement of this specification. Failure to meet the requirements will result in the bid being rejected. Bids will either be accepted or rejected as a whole and partial contracts will not be awarded. Non-revenue fleet tires are not included in this contract specification.
- D. One (1) contract award will be made for the services required in this bid. Inadvertent errors or omissions by the Maryland Transit Administration in the information that follows shall not relieve the Contractor of the obligation to provide safe, efficient tires of proven warranted commercial quality that meet or exceed the objectives of this specification.

### 3.1.2 MTA Location for On-Site Contractor Employees

***Bush Maintenance***  
1515 Washington Blvd.  
Baltimore, MD 21230

***Eastern Maintenance***  
201 South Oldham Street  
Baltimore, MD 21224

***Kirk Maintenance***  
2226 Kirk Avenue  
Baltimore, MD 21217

***Northwest Maintenance***  
4401 Mount Hope Drive  
Baltimore, MD 21215

All bidders are encouraged to visit each Division to evaluate the existing space prior to the bidding process. Any moves or modifications of the work/storage space shall be approved in advance by the MTA.

### 3.1.3 Scope and Purpose

General Service Description

- A. The State is issuing this solicitation for the purposes of furnishing and delivering to the MTA’s Maintenance Facilities, transit steel-belted radial tubeless tires that are branded with unique individual serial numbers. The Contractor must also supply valve stems (including the ones with Tire Pressure Monitoring System sensor on MV1 vehicles), valve parts, caps and miscellaneous repair materials required to maintain and/or repair the tires for use by the MTA on its buses and Mobility vehicles. Note

that the MTA shall not allow the repair of tire sidewalls or leading edges. Repairs, if any, may only be made to the running tread of the tire. Furthermore, the Contractor agrees to permit the continued use of tires furnished by the previous Contractor to the MTA that are in the possession and under the control of the Maryland Transit Administration at the commencement of this contract.

## **3.2 Specification - Requirements**

### **3.2.1 General Requirements**

- A. Tires furnished shall be new and meet all Federal, State, and Local Laws, Ordinances, and Regulations.
- B. The Tires provided by the Contractor shall be fully adequate to properly handle the gross vehicle weight rating of all of MTA's buses or mobility vehicles. The Bidder shall certify in writing at the time of bid submission that the tires proposed to be provided under the terms of this Contract are sufficient to properly handle the gross vehicle weight rating of MTA's various bus models.
- C. Any tires furnished for MTA buses shall be specifically designed and constructed, capable for use by the MTA in the urban transit operating environment of Baltimore, Maryland.

#### **1. Vehicle Type**

Attached hereto and made a part of this specification is the Bus Descriptions (Exhibit A) covering pertinent information relative to the number and various sizes of tires on buses and mobility vehicles presently operated by the Maryland Transit Administration. The Maryland Transit Administration retains the right to acquire new buses and mobility vehicles for the expansion and/or replacement of older buses and mobility vehicles and to remove buses and mobility vehicles from the current fleet as necessary, for any reason; therefore the quantity and type of buses and mobility vehicles and tires covered by this contract will vary accordingly.

#### **2. Tire Type – Bus**

The tires furnished under this contract for MTA Buses must be mileage/transit bus type, steel-belted, tubeless radial tires. The bus tires size 305/85R22.5 (used on the NABI buses only) shall be rated for 55 MPH and have a "J" load range. The bus tires size 305/70R22.5 shall be rated for 68 MPH and have an "L" load range. Tire quantities per bus are as follows:

- 40' Bus: Six (6) tires per bus
- 60' Articulated Bus: Ten (10) tires per bus

All tires shall be able to be used until the remaining tread depth is 6/32". All new tire/wheel assemblies shall be balanced before being placed on any bus or MV-1 mobility vehicle.

Although the tire core may be of the type that can be recapped, the **Maryland Transit Administration uses new tires exclusively and the Contractor shall not utilize recapped or retread tires.**

*Tires must have a minimum tread depth of 23/32" and be re-groovable beyond 30/32" for additional use. Tires may only be regrooved once. Steel cords should be 5 plies on*

*the tread and single ply on the sidewall. The shoulders and sidewall shall be reinforced specifically for heavy transit duty and incorporate scuff ribs of a minimum thickness of 10/32” into the upper sidewall.*

### **3. Tire Type – Mobility**

The tires furnished under this contract for MTA Mobility vehicles must be radial tubeless style appropriate for the GVWR and GVAW. Tire size LT 225/75R16 for cutaway vans shall have an “E” load rating, be “all season” and shall have tread design suitable to drive on snowy conditions. Scuff Rib must be minimally 10/32’s of an inch. Tire size LT 235/65R17 XL for MV1 vehicles shall have an “XL” load rating, be “all season” and shall have tread design suitable to drive on snowy conditions. Scuff Rib must be minimally 10/32’s of an inch. Valve stem on MV1 vehicles includes a Tire Pressure Monitoring System (TPMS) sensor. Tire quantities per Mobility vehicle are as follows:

- E450 Cutaway Van: Six (6) tires per vehicle
- MV1 Vehicle: Four (4) tires per vehicle

All tires shall be able to be used until the remaining tread depth is 6/32”. MV-1 mobility vehicle tire/wheel assemblies shall be balanced before being placed on the vehicle. Cutaway van tire/wheel assemblies shall not be balanced.

**Maryland Transit Administration uses new tires exclusively and the Contractor shall not utilize recapped or retread tires.**

#### **3.2.2 Estimated Mileage**

The Maryland Transit Administration projects the combined mileage of all buses in the fleet will be 25,300,000 vehicle miles annually. A vehicle mile shall be defined as one mile that the vehicle actually travels. The actual mileage may be less in the first year of the contract due to the run out of tires under the prior contract. The mileage is projected to increase up to 1.5% per year but could decrease if funding is not available or service is cut. The cumulative current fleet average daily mileage is 69,315 miles.

The Maryland Transit Administration projects the combined mileage of all mobility vehicles in the fleet will be 2,500,000 vehicle miles annually. A vehicle mile shall be defined as one mile that the vehicle actually travels. The actual mileage may be less in the first year of the contract due to the run out of tires under the prior contract. The mileage is projected to increase up to 1.5% per year but could decrease if funding is not available or service is cut.

The cumulative current fleet average daily mileage is 6,849 miles.

#### **a. Tire Supply Requirements**

The contractor shall supply a sufficient number of tires to keep all vehicles owned or used by the Maryland Transit Administration operational.

#### **b. Spare Tires**

The Contractor will keep on hand at each location a sufficient number of spare tires and mounted tires for buses and mobility vehicles, so that MTA will have at all times a minimum of sixty (60) days inventory of useable tires to ensure continuous operation of its fleet.

c. Continuity of Service

In addition, the Contractor agrees to maintain, at each Maryland Transit Administration location in Section 2, a sufficient supply of all parts of the tire equipment as required under the contract to maintain continuity of service at all times.

### 3.2.3 Tire Inventory

#### A. Delivery of Tires

The Contractor shall be required to make deliveries to any Maryland Transit Administration property as specified on each order which may include a split delivery to multiple facilities. The Maryland Transit Administration shall not incur freight or other charges for the delivery of tires.

#### B. Removal of Tires

The Contractor, subject to the Maryland Transit Administration's inspection and written approval, shall remove tires from the Maryland Transit Administration's property within seven (7) days after the Maryland Transit Administration has deemed tires unserviceable. The Contractor will bear all costs associated with such disposal. The Maryland Transit Administration shall not incur freight or disposal costs related to the removal of tires from the property. Tires shall be disposed of in accordance with government rules and regulations. The Contractor will complete any manifesting and documentation as may be required by Federal, State and Local Environmental Agencies regulating the disposal of waste. A copy of such documentation must be forwarded to the MTA Project Manager for each disposal.

#### C. Replacement of Tires

The Contractor shall be required to furnish new replacement tires as specified herein for all tires that have been removed from service unless otherwise directed in writing by the Maryland Transit Administration.

### 3.2.4 New, Obsolete and Inactive Buses

#### A. New Procurement

The Maryland Transit Administration may purchase new buses/mobility vehicles that require tires different from those listed in the Bus Description (Exhibit A) during the term of this Contract. If new buses/mobility vehicles are purchased without tires, the Contractor shall agree to furnish and deliver to the Maryland Transit Administration sufficient tires and spares for the new buses/mobility vehicles. If the Contractor does not manufacture the required tires, they shall be required to obtain the required tires or provide an approved equal. If requested in writing by the Maryland Transit Administration, the Contractor shall agree to deliver tires to bus/mobility manufacturer facilities at no cost to the Maryland Transit Administration. The terms and conditions of this contract shall apply to the leasing of the tires for the new buses/mobility vehicles. The Contractor will be given sixty (60) days notice prior to the date that tires are required for vehicles being built for the Maryland Transit Administration.

#### B. Removal of Buses from Service and Disposal of Buses

The Maryland Transit Administration shall notify the Contractor a minimum of thirty (30) days prior to the date of retiring any bus equipped with the Contractor's tires. If the Maryland Transit Administration elects to sell or transfer the vehicle with the Contractor's tires, the Contractor shall provide a buyout price based on the unused/remaining tire mileage.

### **C. Scrap “No Cost” Tires**

Contractor will furnish scrap “No Cost” tires to the Maryland Transit Administration for the purpose of transporting vehicles off the property. The Maryland Transit Administration agrees to acquire each scrap “No Cost” tire as is, and the Contractor will make no warranty as to the condition or fitness for continued use of such tires. The Maryland Transit Administration further agrees to assume all liability for use of and possession of scrap “No Cost” tires furnished under this Contract.

### **D. Inactive Vehicles**

If the Maryland Transit Administration renders a vehicle inactive through discontinuance of its business or discontinues the use of any vehicles for a period of 180 days, the Contractor may request that the Maryland Transit Administration remove tires from inactive vehicles and replace with tires supplied by the Contractor with no residual value; and apply the tires removed on active vehicle wheel positions.

#### **3.2.5 Testing of Tires by MTA**

Test tires of a make other than Contractor's: The Maryland Transit Administration reserves the right to install test tires of a make other than the Contractor's, but the number of buses equipped with such test tires should not exceed ten percent (10%) of the total fleet at any one time.

#### **3.2.6 Testing of Tires by Contractor**

The Maryland Transit Administration may approve in writing a number of tires to be tested by the Contractor on the Maryland Transit Administration's buses, provided such tires are being tested for the purpose of determining their benefits to the Maryland Transit Administration's operation and provided such tests are agreeable to the Maryland Transit Administration. Tires that offer increased fuel economy due to tread design and reduced rolling resistance are of interest to the Maryland Transit Administration.

#### **3.2.7 Maryland Transit Administration's Responsibilities**

Removal of tires and wheels from vehicles is the responsibility of the MTA. Tires removed from service may be verified by the MTA garage Superintendent or Supervisor on duty.

The Contractor's employee(s) will record tire changes by Brand Number, wheel position and vehicle number. Notwithstanding, the Contractor shall be responsible for all physical inventories. The Maryland Transit Administration needs only to multiply the number of buses by six and inventory spare stock to dispute any claim for lost tires made by the Contractor. The contractor shall list new tires being delivered to MTA on a manifest and require a signature indicating the tires have been accepted by MTA. The contractor shall list all tires being removed from service on a manifest and require a MTA signature prior to removing the tires from MTA property.

Tires listed on manifest shall be either added to the Maryland Transit Administration's inventory as they are delivered or subtracted from the Maryland Transit Administration's inventory as they are taken off the property.

#### **3.2.8 Use and Care of Tire**

The Maryland Transit Administration agrees to use reasonable precaution in maintaining alignment and inflation pressure in the tires furnished by the Contractor. The Contractor shall use only Nitrogen gas provided by the MTA to inflate the tires on all buses and mobility vehicles. The Maryland Transit Administration will provide a suitable space in its maintenance facilities for the storage of spare tires.

### 3.2.9 Tools

- A. The Contractor shall furnish all tools, equipment, and other items necessary to fully equip, maintain, and repair all tires required by the MTA, at each of the MTA locations listed in Section 2. Such tools shall include (but are not limited to):
1. Tire Re-groover
  2. Tire Balancing Machines
  3. Tire Changer
  4. Inflation Cage
  5. Drive-across toe plate, for alignment procedures
- B. The Contractor shall be responsible for inspecting and maintaining all equipment to ensure that it is operable and safe for the intended use. Title to all equipment shall remain with the Contractor. The Contractor shall assume all liability for its use and shall hold harmless the Maryland Transit Administration from injury or damage.

### 3.2.10 New Contractor/Manufacturer

- A. At the present, the Maryland Transit Administration is leasing tires from Goodyear Tire and Rubber Company. The new Contractor will use all such tires to fullest extent possible during the “change over” period. It is Maryland Transit Administration’s intent to run out the unused tread for tires that are on Maryland Transit Administration’s property at the start of this contract. In order to ensure mileage reporting is accurate during the change over period, Maryland Transit Administration will not mix the tires supplied by different vendors on the same bus. The change over period will reduce the total accumulated mileage on tires provided by a new vendor. The change over period shall not exceed 9 months.

### 3.2.11 Labor

- A. The Contractor shall provide the manpower, tools and material supplies for the following bus and mobility vehicle tire maintenance services at each of the MTA locations in Section 2. This list is not intended to be all-inclusive nor exclusive.
1. Inspect and repair all tires.
  2. Mount and balance all tires.
  3. Re-groove tires designed and manufactured for re-grooving.
  4. Order necessary components as needed (such as valve stems (including the ones with TPMS sensor), high temp. grommets, cores, caps, patches, plugs, etc.) to facilitate the Maryland Transit Administration's continuity of service to the public. All the replacement parts shall be OEM approved.
  5. Administrative work related to the recording and reporting tire inventory and changes.
  6. Inspect and maintain the wheels as necessary: Contractor to follow MTA’s attached Standard Operating Procedure on Wheel Maintenance (Exhibit B).
  7. Tire/Wheel Condition Audit Reports: An electronic Tire History Record for each of the Contractor's tires shall be maintained and kept up to date by the contractor on each tire leased

to MTA. In addition, tires on all buses and MTA operated mobility vehicles at all of the Maryland Transit Administration's maintenance facilities shall be inspected every three (3) weeks (or whenever requested in writing by the MTA) for the following:

- (a) Tread depth/skid
- (b) Inflation (and TPMS as applicable)
- (c) Alignment (wear pattern)
- (d) Sidewall wear/condition

Wheels shall be visually inspected with the tires for the following:

- (a) Damage
- (b) Cracks
- (c) Loose/missing lug nuts
- (d) Rust/corrosion
- (e) Trueness/alignment

An electronic inspection report including findings on tire and wheel conditions shall be submitted to the Manager of Bus Maintenance Divisions or authorized designee at the time the audit is completed.

- B. The Contractor shall utilize experienced personnel for service requirements stated herein. The Contractor's services shall not be subcontracted without the prior written consent of the Maryland Transit Administration. The Contractor's employee(s) shall work under the Contractor's direction and under general supervision of the Maryland Transit Administration's Maintenance supervisory personnel. The Contractor's employees are required to adhere to and obey all standards of state and federal and the Maryland Transit Administration policy and procedures. The Contractor's employee(s) are required to observe the same holiday schedule as the Maryland Transit Administration's employees. The Contractor's employee(s) shall work eight (8) hour shifts as determined by the Maryland Transit Administration.
- C. If the Contractor cannot perform the required service due to absence (including vacations) of said employee(s) for any reason, the Contractor shall provide additional employee(s), to provide required service at no additional cost to the Maryland Transit Administration. If the Contractor fails to perform required service and the Maryland Transit Administration incurs expenses in order to maintain its service to the public, the Contractor shall be liable to the Maryland Transit Administration for any labor and or expenses due to such lack of performance. If the Contractor's employee(s) are absent more than two scheduled consecutive days the Contractor shall be liable for all labor that the Maryland Transit Administration has to accomplish. The rate per hour will be a fully loaded rate as determined by the Maryland Transit Administration's Finance and/or Payroll Department plus overtime if applicable.
- D. The Maryland Transit Administration will pay for tire services on an hourly basis. The Contractor will quote an hourly rate to be paid for each hour that the Contractor's service person spends accomplishing service work. The Maryland Transit Administration will pay all hours at a flat rate; any overtime wages anticipated to be paid should be built into the base rate. Hours worked at time and one half rates, although paid by the Contractor, will be billed to the Maryland Transit Administration at straight time at the quoted rate. Benefit cost and additional overhead costs are to be incorporated in the base hourly service rate. Service billings will not exceed the rate of one hour for each 2,000 vehicle miles run.
- E. In the event the Maryland Transit Administration should experience future expansion, which would increase the number of operating facilities, a new monthly service will be mutually negotiated between the Maryland Transit Administration and the Contractor in writing.

### 3.2.12 Coordinate Work

The Contractor must certify that any workers that are or may be furnished to perform any work or service hereunder shall be workers who are thoroughly familiar with the work and who can coordinate the work with all other elements of labor employed or to be employed, on this work and will give satisfactory guarantees as to the performance and completion of any work or service provided hereunder. In addition to the above mentioned provisions, contractor's employee must be able to effectively communicate in English both orally and in writing.

### 3.2.13 Labor Rate

The service rate per month shall be bid by the Contractor on an annual basis for the entire five (5) year term (three (3) years plus two (2) optional one (1) year extensions). Request for payment of tire service charges shall be submitted by the Contractor in the same invoice as the monthly mileage rate payments, but shall be listed as a separate charge.

### 3.2.14 Damage to Persons or Property

The Contractor agrees to defend, indemnify, and hold harmless the Maryland Transit Administration, its agents, members, officers, and employees from and against, any and all claims, duties, cost, judgment and/or damages directly or indirectly arising out of Contractor's tortious or other wrongful acts or omissions or the Contractor's agents, accounts and/or employees, suppliers, or sub-suppliers or out of any breach of any obligation under this contract, including, but not limited to, payment of all charges or cost including defense cost arising from any defect in material, manufacture, design or workmanship on any tire manufactured or supplied under this Contract.

### 3.2.15 Mileage Reporting and Billing Rates

#### A. Vehicle Mile & Maryland Transit Administration Records

The mileage used for billing shall be actual vehicle miles. The Maryland Transit Administration shall keep an accurate record of the number of miles traveled by each bus/mobility vehicle during the term based on mileage recorded from the bus Engine Control Unit. The Maryland Transit Administration will render a report of such mileage by the 15th of each month. All records of mileage kept by the Maryland Transit Administration shall be open for inspection, at a reasonable time, to the representatives of the Contractor.

#### B. Reimbursement for Lost Tires

Lost tires are damaged beyond repair by an accident or fire, or have been lost, sold, or purchased. The Contractor shall apply the same formula used for damaged tires to calculate the value of lost tires. The last recorded tread depth shall be used in this calculation.

#### C. Payment for Tire Lease

##### 1. Base Rate

The Maryland Transit Administration shall only pay the Contractor at the rate per vehicle mile indicated on the Bid Form Calculation. The mileage payments will be based on the number of the Contractor's tires the vehicle is equipped with and the actual miles the vehicle has traveled. The price quoted in any proposal submitted shall include all items of labor, materials, tools, equipment, and other costs necessary to fully equip and maintain all tires required by the MTA for its buses and mobility fleet, pursuant to these specifications. Any items omitted from these specifications, which are clearly necessary for the furnishing and/or maintenance of such tires, shall be considered a portion of such equipment although not directly specified or called for in these specifications.

### 3.2.16 Run-Out Option

#### A. Continued Use of Tires

Notwithstanding any provision to the contrary set forth in this Agreement, the Contractor hereby grants to the Maryland Transit Administration the following option. Upon expiration of the term of this Agreement, the Maryland Transit Administration has the right to further extend said Agreement and any Supplemental Agreement and to continue to use all tires furnished by the Contractor under such Agreements in the Maryland Transit Administration's possession on the expiration date for a period of thirty-six (36) months from said expiration date. The rate or rates per vehicle mile in effect during such 36 month period shall be the rate or rates in effect for the twelve month period immediately preceding the commencement date of such thirty-six (36) month period.

### 3.2.17 Tire Reduced Service Calculation

- A. If a tire life has been reduced due to damage to the side wall or is being sold with the vehicle, the following formula should be used to calculate the residual value of the tire.

A=new tire cost

B=original 32nds of tire tread depth

C=cost of original tire tread per 32<sup>nd</sup>

D=32nds remaining on the tire delivered from the average of (3) measurements of the remaining tread at various points, on or near the center of the tire surface, less 4/32nds, required for all four wheel positions.

Formula for tire cost

$A/B=C$

$C * (D-4) = \text{value of tire}$

- B. In the event the subject tires have 4/32 or less tread remaining, the Contractor shall remove the tire from service without additional cost to the Maryland Transit Administration.

### 3.2.18 Engineering Advice

- A. The Contractor agrees to provide the Maryland Transit Administration with engineering and technical advice regarding the tires furnished by the Contractor under the Contract, whenever such information is requested by the Maryland Transit Administration or its duly authorized designee. Advice provided by the Contractor hereunder shall be furnished without additional cost to the Maryland Transit Administration.

### 3.2.19 Records and Reports

- A. The Contractor shall provide detailed monthly reports, in electronic format, which shall include as a minimum:
1. Inventory Summary (tires delivered, tires removed and tires remaining on Maryland Transit Administration property)
  2. Tires removed from Maryland Transit Administration's property by brand number.
  3. Tire/Wheel Condition Audit reports (See Section 14)
  4. The average tire mileage for each specific type of tire in the Maryland Transit Administration's fleet.
  5. A summary of all work completed by the Contractor in the previous month.

B. The contractor shall also provide quarterly and yearly reports of average wear miles per tire.

### 3.2.20 Contract Expiration and Special Conditions

- A. The initial term of the contract to be awarded will be a period of 3 years. The contract may be extended for up to two additional years with 1 year preapproved options. This shall be in writing to the contractor for each approved extension. Options may be exercised at the sole discretion of the MTA.
- B. MTA will award the tire lease contract to one (1) supplier, and tires of the supplier shall be used on its vehicles during the Term of the Contract, except for “run out” of tires of the previous supplier. However, the Administration reserves the right to test special mileage commercial tires other than the Contractor's on not more than ten percent (10%) of its fleet. In such an instance, the Contractor shall provide for service on non-contractor's tires as described herein. This provision for tire testing is exclusive of and in addition to the run-out of previous tires.
- C. If at the time of expiration of the Contract MTA chooses not to engage the Contractor for an extension of the current Contract, or a new Contract, MTA reserves the rights at its option to run-out, per the terms in Section 3.2.16, all tires on site at the mileage rate in effect at the expiration of the Contract. The run-out provisions will only be exercised in the event of a change in suppliers.
- D. Upon receipt by CERTIFIED MAIL thirty (30) days prior to the termination date of the contract, MTA may exercise an option to continue leasing the lessee's tires, for a thirty-six (36) month period based upon the following conditions:
1. The rental rate shall be the rate in effect during the twelve month period immediately preceding the expiration date.
  2. MTA shall continually use such tires, insofar as practicable, on its highest-mileage runs, until they are rendered permanently unfit for service.
  3. No additional tires, service, equipment or supplies are to be furnished by the contractor during such extension unless agreed to by both parties.

## 3.3 Regulatory Requirements

3.3.1 Any limitations on the use of radial tires on any wheel positions in the MTA’s bus fleet shall be stated in writing.

3.3.2 Tire re-grooving and/or the disposal of tires deemed unserviceable by the Maryland Transit Administration shall comply with Federal requirements (Section 369.7 Volume 34, Number 16 of the Federal Register) and amendments or revisions thereto. Per Federal Motor Carrier Safety Regulations, Part 393.75(d), re-grooved tires shall not be allowed on the front wheels.

A. Acceptance of Tires:

The Maryland Transit Administration has the right to reject any tires, which, in its opinion, are not serviceable.

B. Title:

Title to all tires furnished or used hereunder shall be, and remain at all times, to the Contractor, but the Maryland Transit Administration shall be entitled to possession and use thereof at all times during the terms of this agreement.

## **3.4 Security Requirements**

### **3.3.1 Employee Identification**

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

## **3.5 Insurance Requirements**

### **3.5.1 Types and Values.**

#### **3.4.1.1 Comprehensive General Liability Insurance**

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

### **3.4.2 Workmen's Compensation**

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

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

#### **3.4.2.3 Professional Liability Insurance**

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

#### **3.4.2.4 Excess/Umbrella Liability Insurance**

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

### **3.4.3 Insurance Company Qualifications**

3.4.3.1 The insurance required in this Article of this contract must be issued by companies that are:

- A. Acceptable to the MTA
- B. Licensed to do business in the State of Maryland.

### **3.4.4 Insurance Policy Requirements**

- 3.4.4.1 The recommended Contractor awardee shall deliver to the MTA representative within 10 business days of notification of proposed contract award an accurate and true Certificates of Insurance that show that:
- 3.4.4.2 The Contractor has procured coverage stated in this Article of this contract.
- 3.4.4.3 The Maryland Department of Transportation, the State of Maryland and the MTA has been named as an additional insured.
- 3.4.4.4 The policies will not be canceled, terminated or modified without 60 days prior written notice to the Administration. .
- 3.4.4.5 The Contractor shall require that any subcontractors providing services under this Contract obtain and maintain similar levels of insurance and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

### **3.6 Problem Escalation Procedure**

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

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

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

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

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

## **3.7 Invoicing**

### **3.6.1 General**

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

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

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

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

### **3.6.2 Invoice Submission Schedule**

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

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## **SECTION 4 – BID FORMAT**

### **4.1 One Part Submission**

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

### **4.2 Labeling**

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

### **4.3 Bid Price Form**

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

### **4.4 Required Bid Submissions**

Bidders shall include the following with their Bid:

#### **4.4.1 Transmittal Letter:**

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

- Name and address of the Bidder;
- Name, title, e-mail address, and telephone number of primary contact for the Bidder;
- Solicitation Title and Solicitation Number that the Bid is in response to;
- Signature, typed name, and title of an individual authorized to commit the Bidder to its Bid;
- Federal Employer Identification Number (FEIN) of the Bidder, or if a single individual, that individual's Social Security Number (SSN);
- Bidder's eMM number;
- Bidder's MBE certification number (if applicable);
- Acceptance of all State IFB and Contract terms and conditions (see Section 1.24); and
- Acknowledgement of all addenda to this IFB.

Any information which is claimed to be confidential is to be noted by reference and included after the Transmittal Letter. An explanation for each claim of confidentiality shall be included (see Section 1.14 "Confidentiality of Bids").

#### **4.4.2 Minimum Qualifications Documentation:**

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

#### 4.4.2.1 Bidder Response

The Bidder shall submit a response to the requirements identified in Section 3 (Specification).

#### 4.4.3 **Completed Required Attachments:** Submit the following with original signatures:

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

#### 4.4.4 **Additional Attachments \*If Required:** Submit the following with original signatures, if required. \* See appropriate IFB Section to determine whether the Attachment is required for this procurement:

- a. Completed Conflict of Interest Affidavit and Disclosure (**Attachment G**) \*see Section 1.37.
- b. Completed Mercury Affidavit (**Attachment I**) \*see Section 1.40.
- c. Completed Location of the Performance of Services Disclosure (**Attachment K**) \*see Section 1.43.

#### 4.4.5 **References:**

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

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

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

#### 4.4.6 **List of Current or Prior State Contracts:**

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

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

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

#### 4.4.7 **Financial Capabilities:**

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

#### 4.4.8 **Certificate of Insurance:**

The Bidder shall provide a copy of the Bidder's current certificate of insurance. The recommended awardee must provide a certificate of insurance with the prescribed limits set forth in Section 3.4 "Insurance Requirements," naming the State as an additional insured if required, within five (5) Business Days from notification by the Procurement Officer that the Bidder has been determined to be the apparent awardee.

#### 4.4.9 **Subcontractors:**

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

#### 4.4.10 **Legal Action Summary:**

This summary shall include:

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

### 4.5 Reciprocal Preference

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

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

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

### 4.6 Delivery

Bidders may either mail or hand-deliver Bids.

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

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

- a. signed Contract (**Attachment A**),
- b. completed Contract Affidavit (**Attachment C**),
- e. signed Non-Disclosure Agreement (**Attachment H**), if applicable; \*see **Section 1.38**,
- f. completed DHR Hiring Agreement, **Attachment L**, if applicable \*see **Section 1.44**, and
- h. copy of a current Certificate of Insurance with the prescribed limits set forth in Section 3.4 “Insurance Requirements,” naming the State as an additional insured, if applicable; \*see **Section 3.4**.

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## **IFB ATTACHMENTS**

### **ATTACHMENT A – Contract**

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

### **ATTACHMENT B – Bid/Proposal Affidavit**

This Attachment must be completed and submitted with the Bid.

### **ATTACHMENT C – Contract Affidavit**

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

### **ATTACHMENT D – Pre-Bid Conference Response Form**

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

### **ATTACHMENT E – Bid Form Instructions and Bid Form**

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

### **ATTACHMENT F – Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement**

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

### **ATTACHMENT G – Conflict of Interest Affidavit and Disclosure**

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

### **ATTACHMENT H – Non-Disclosure Agreement**

If required (see Section 1.38), this Attachment must be completed and submitted within ten (10) Business days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Bid.

### **ATTACHMENT I – Mercury Affidavit**

If required (see Section 1.40), this Attachment must be completed and submitted with the Bid.

### **ATTACHMENT J – Certification of Investment Activities in Iran**

This Attachment must be completed and submitted with the Bid.

### **ATTACHMENT K – Location of the Performance of Services Disclosure**

If required (see Section 1.43), this Attachment must be completed and submitted with the Bid.

### **ATTACHMENT L – Department of Human Resources (DHR) Hiring Agreement**

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

### **ATTACHMENT M – Performance Bond**

If required (see Section 1.35), this Attachment is to be completed and submitted within ten (10) Business days of receiving notification of recommendation for award.

## ATTACHMENT A – CONTRACT

### MTA-1412 BUS TIRE LEASE AND MAINTENANCE SERVICES

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

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

#### 1. Definitions

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

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

#### 2. Scope of Contract

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

The Contract  
The Invitation for Bid (IFB) with addenda(s)  
The Bid

- 2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the IFB. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor

must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

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

### **3. Period of Performance.**

- 3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. The Contractor shall provide services under this Contract as of the Go-Live date contained in the written Notice to Proceed. From this Go-Live date, the Contract shall be for a period of approximately (number of years of base term of Contract) years (change to months if necessary) beginning (anticipated Contract start date) and ending on (anticipated end date of base term of Contract).
- 3.2 Further, this Contract may be extended for two (2) periods of one year each at the sole discretion of the Department and at the prices quoted in the Bid for Option Years.
- 3.3 Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration or termination of the Contract.

### **4. Consideration and Payment**

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

- 4.4 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.
- 4.5 Contractor's eMarylandMarketplace vendor ID number is (Contractor's eMM number).

## **5. Rights to Records**

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

## **6. Exclusive Use**

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

## **7. Patents, Copyrights, and Intellectual Property**

- 7.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to, or a trade secret of, another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.
- 7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs, and attorneys' fees that a court finally awards, provided the State: (a) promptly notifies the Contractor in writing of the claim; and (b) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.

- 7.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: (a) procure for the State the right to continue using the applicable item; (b) replace the product with a non-infringing product substantially complying with the item's specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

## **8. Confidentiality**

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

## **9. Loss of Data**

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

## **10. Indemnification**

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

- 10.4 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.
- 10.5 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.
- 10.6 This Section 10 shall survive termination of this Contract.

**11. Non-Hiring of Employees**

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

**12. Disputes**

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

**13. Maryland Law**

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

**14. Nondiscrimination in Employment**

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

**15. Contingent Fee Prohibition**

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

**16. Non-availability of Funding**

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

**17. Termination for Default**

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

**18. Termination for Convenience**

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

**19. Delays and Extensions of Time**

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

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor

in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

**20. Suspension of Work**

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

**21. Pre-Existing Regulations**

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

**22. Financial Disclosure**

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

**23. Political Contribution Disclosure**

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

**24. Documents Retention and Inspection Clause**

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

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

24.1 That pursuant to 42 Code of Federal Regulations (C.F.R.) Part 420, the Secretary of Health and Human Services, and the Comptroller General of the United States, or their duly-authorized representatives,

shall be granted access to the Contractor's contract, books, documents, and records necessary to verify the cost of the services provided under this contract, until the expiration of four (4) years after the services are furnished under this contract; and

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

## **25. Compliance with Laws**

The Contractor hereby represents and warrants that:

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

## **26. Cost and Price Certification**

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

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

## **27. Subcontracting; Assignment**

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

## **28. Liability**

- 28.1 For breach of this Contract, negligence, misrepresentation, or any other contract or tort claim, Contractor shall be liable as follows:
  - a. For infringement of patents, copyrights, trademarks, service marks, and/or trade secrets, as provided in Section 7 of this Contract;

- b. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
- c. For all other claims, damages, losses, costs, expenses, suits, or actions in any way related to this Contract, regardless of the form. Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

## **29. Commercial Nondiscrimination**

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

## **30. Prompt Pay Requirements**

- 30.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:
- a. Not process further payments to the contractor until payment to the subcontractor is verified;
  - b. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
  - c. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;

- d. Place a payment for an undisputed amount in an interest-bearing escrow account; or
- e. Take other or further actions as appropriate to resolve the withheld payment.

30.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation:

- a. Retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and
- b. An amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

30.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department, concerning a withheld payment between the Contractor and a subcontractor under this provision, may not:

- a. Affect the rights of the contracting parties under any other provision of law;
- b. Be used as evidence on the merits of a dispute between the Department and the contractor in any other proceeding; or
- c. Result in liability against or prejudice the rights of the Department.

30.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise (MBE) program.

**31. Contract Monitor and Procurement Officer**

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

**32. Notices**

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

If to the State: Lisa Dunlap, C.P.P.B  
 Procurement Officer  
 6 St. Paul, 7<sup>th</sup> Floor  
 Baltimore, MD 21202

If to the Contractor: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**33. Hiring Agreement**

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

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

**34. Miscellaneous**

34.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this contract and continue in full force and effect.

34.2 If any term contained in this contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

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

CONTRACTOR

STATE OF MARYLAND  
Maryland Transit Administration

\_\_\_\_\_  
By:

\_\_\_\_\_  
By: (name and title of Department Head)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Or designee:

\_\_\_\_\_  
Date

Approved for form and legal sufficiency  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

APPROVED BY BPW: \_\_\_\_\_  
(Date) (BPW Item #)

Rev. 08/01/2013

**ATTACHMENT B – BID/PROPOSAL AFFIDAVIT**

**A. AUTHORITY**

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

**B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

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

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

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

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**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

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

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

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**E. AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

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**F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

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**G. SUBCONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT:

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

**H. AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT:

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

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

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

**I. CERTIFICATION OF TAX PAYMENT**

I FURTHER AFFIRM THAT:

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

**J. CONTINGENT FEES**

I FURTHER AFFIRM THAT:

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

**K. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

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

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

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

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

I FURTHER AFFIRM THAT:

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

**M. ACKNOWLEDGEMENT**

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_ (print name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)

Rev. 07/01/2013

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

**ATTACHMENT C – CONTRACT AFFIDAVIT**

**A. AUTHORITY**

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

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

I FURTHER AFFIRM THAT:

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

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

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

Name and Department ID  
Number: \_\_\_\_\_ Address: \_\_\_\_\_

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

Name and Department ID  
Number: \_\_\_\_\_ Address: \_\_\_\_\_

**C. FINANCIAL DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

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

**D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

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

#### **E. DRUG AND ALCOHOL FREE WORKPLACE**

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

I CERTIFY THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

**F. CERTAIN AFFIRMATIONS VALID**

I FURTHER AFFIRM THAT:

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_ (printed name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)

Rev. 3/11/2013

**ATTACHMENT D – PRE-BID CONFERENCE RESPONSE FORM**

**Solicitation Number MTA-1412  
BUS TIRE LEASING AND MAINTENANCE SERVICES**

A Pre-Bid Conference will be held at 10:00 a.m. on **April 1, 2014**, at Maryland Transit Administration, 6 St. Paul Street, Baltimore, MD 21202, Conference Room #'s 731-732. Please return this form by **March 28, 2014** advising whether or not you plan to attend.

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

Lisa Dunlap  
Contracts Administration Division  
6 St. Paul Street, 7<sup>th</sup> Floor  
Baltimore, MD 21202  
Email: [ldunlap@mta.maryland.gov](mailto:ldunlap@mta.maryland.gov)  
Fax #: 410-333-3410

Please indicate:

\_\_\_\_\_ Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

\_\_\_\_\_ No, we will not be in attendance.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm (please print)

Rev. 3/11/2013

## ATTACHMENT E – BID PRICING INSTRUCTIONS

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

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

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

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**ATTACHMENT E – BID FORM**

**BID FORM**

Tire Size	Estimated Annual Tire Miles	Total Contract Years	Contract Rate Per Tire Mile	Tire Contract Lease For Five Year Period From Notice of Award
Item 001: 305/85R22.5 Radial NABI Bus	5,000,000	X 5	X\$	=\$
Item 002: 305/70R22.5 Radial Neoplan/NF Bus	20,300,000	X 5	X\$	=\$
Item 003: LT225X75R16 Radial Mobility	1,800,000	X 5	X\$	=\$
Item 004: 235/65R17XL Radial MV1 Mobility	700,000	X 5	X\$	=\$
Item 005: Sub-Total				\$

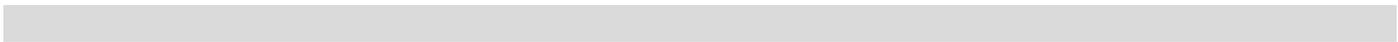
**Labor Option:**

Service Charge By Year	Monthly Service Charge	Annual Service Charge
Item :006: Year 1	\$	\$
Item: 007: Year 2	\$	\$
Item: 008: Year 3	\$	\$
Item: 009: Year 4/Option Year	\$	\$
Item: 010: Year 5/Option Year	\$	\$
Item: 011: Sub-Total	\$	\$

TOTAL CONTRACT VALUE BID ITEM 005 AND 011: \$ \_\_\_\_\_  
(FIGURES)

\_\_\_\_\_  
(WORDS)

BIDDER'S NAME: \_\_\_\_\_ DATE: \_\_\_\_\_



**Living Wage Requirements for Service Contracts**

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

the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.

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

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**Maryland Living Wage Requirements Affidavit of Agreement**

**(Submit with Bid/Proposal)**

Contract No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**If the Contract Is Exempt from the Living Wage Law**

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

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

**If the Contract Is a Living Wage Contract**

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

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

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

- The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
- The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness Name (Typed or Printed)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

Rev. 08/01/2013

**ATTACHMENT G – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

**Reference COMAR 21.05.08.08**

**(Submit with Bid/Proposal)**

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

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

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

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

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

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

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative and Affiant)

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**ATTACHMENT H – NON-DISCLOSURE AGREEMENT**

This solicitation does not require a Non-Disclosure Agreement.

**ATTACHMENT I – MERCURY AFFIDAVIT**

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

**ATTACHMENT J – CERTIFICATION REGARDING INVESTMENTS IN IRAN**

**CERTIFICATION REGARDING INVESTMENTS IN IRAN**

**(submit with Bid/Proposal)**

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

Pursuant to Md. Ann. Code, State Finance and Procurement Article, §§ 17-701 through 17-707, and in conjunction with the Bid or Proposal submitted in response to Solicitation No. MTA-1412, the following certifications are hereby made:

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

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

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

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

Date: \_\_\_\_\_

Bidder/Offeror Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**ATTACHMENT K – LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE**

**(Submit with Bid/Proposal)**

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Bid/Proposal submitted in response to Solicitation No. \_\_\_\_\_, the following disclosures are hereby made:

- 1. At the time of Bid/Proposal submission, the Bidder/Offeror and/or its proposed subcontractors:
  - \_\_\_ have plans
  - \_\_\_ have **no** plans

to perform any services required under the resulting Contract outside of the United States.

2. If services required under the contract are anticipated to be performed outside the United States by either the Bidder/Offeror or its proposed subcontractors, the Bidder/Offeror shall answer the following (attach additional pages if necessary):

- a. Location(s) services will be performed:

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- b. Reasons why it is necessary or advantageous to perform services outside the United States:

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The undersigned, being an authorized representative of the Bidder/Offeror, hereby affirms that the contents of this disclosure are true to the best of my knowledge, information, and belief.

Date: \_\_\_\_\_

Bidder/Offeror Name: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Please be advised that the Department may contract for services provided outside of the United States if: the services are not available in the United States; the price of services in the United States exceeds by an unreasonable amount the price of services provided outside the United States; or the quality of services in the United States is substantially less than the quality of comparably priced services provided outside the United States.

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**ATTACHMENT L – DHR HIRING AGREEMENT**

This solicitation does not require a DHR Hiring Agreement.

**ATTACHMENT M – PERFORMANCE BOND**

STATE OF MARYLAND  
**MARYLAND DEPARTMENT OF TRANSPORTATION**  
 PERFORMANCE BOND

Principal		Business Address of Principal	
<u>Name of Surety:</u> A corporation of the State of _____ and authorized to do business in the State of Maryland			
<b>PENAL SUM OF THIS PERFORMANCE BOND</b>		<b>DESCRIPTION OF CONTRACT</b>	
		Contract Number: MTA-1412 Contract Name or Description: Bus Tire Leasing and Maintenance Services	
<b>DATE OF BOND</b>		<b>DATE OF CONTRACT</b>	
(Shall be no later than Date on Contract)		(To be filled in by the Adm.)	
<b>OBLIGEE</b>			
State of Maryland by and through the following Administration acting for the Maryland Department of Transportation:  MARYLAND TRANSIT ADMINISTRATION			

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

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

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

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

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

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

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

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

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

In Presence of: \_\_\_\_\_ Individual Principal

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

In Presence of: \_\_\_\_\_ Co-Partnership Principal

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

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

Corporate Principal

Attest: \_\_\_\_\_  
(Name of Corporation)

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

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

Attest: \_\_\_\_\_ AFFIX  
(SEAL) By: \_\_\_\_\_ CORPORATE  
SEAL

\_\_\_\_\_  
Signature Title \_\_\_\_\_

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

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

Agent's Address

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

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

**IFB EXHIBITS**

**EXHIBIT A – Bus Descriptions**

**EXHIBIT B – MTA Wheel Maintenance Procedure**

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

## Exhibit A Bus Descriptions

NUMBER OF VEHICLES	MAKE	MODEL	YEAR	TIRE SIZE	GVWR
58	NABI	SF, METRO 40'	1998	305/85R22.5	40,600
67	NABI	SF, METRO 40'	1999	305/85R22.5	40,600
77	NABI	SF, METRO 40'	2000	305/85R22.5	40,600
99	NEOPLAN	LF, METRO 40'	2002	305/70R22.5	40,600
125	NEW FLYER	LF, NEW FLYER 40'	2004	305/70R22.5	42,540
94	NEW FLYER	LF, NEW FLYER 40'	2005	305/70R22.5	42,540
10	NEW FLYER	LF, NF-HYBRID 40'	2006	305/70R22.5	42,540
30	NEW FLYER	LF, ARTICULATED HYBRID 60'	2008	305/70R22.5	67,680
100	NEW FLYER	LF, HYBRID 40'	2009	305/70R22.5	42,540
41	NEW FLYER	LF, HYBRID 40'	2010	305/70R22.5	42,540
12	NEW FLYER	LF, ARTICULATED HYBRID 60'	2011	305/70R22.5	67,680
57	NEW FLYER	LF, HYBRID 40'	2011	305/70R22.5	42,540
46	NEW FLYER	LF, HYBRID 40'	2012	305/70R22.5	42,540

## Mobility Vehicles

9	FORD	CUTAWAY VANS, E450	2007	LT 225/75R16	14,045
12	FORD	CUTAWAY VANS, E450	2008	LT 225/75R16	14,045
10	FORD	CUTAWAY VANS, E450	2009	LT 225/75R16	14,045
8	FORD	CUTAWAY VANS, E450	2010	LT 225/75R16	14,045
29	FORD	CUTAWAY VANS, E450	2011	LT 225/75R16	14,045
50	VPG	MV-1	2012	LT 235/65R17 XL	6,600

## **Exhibit B**

### **MTA Wheel Maintenance Procedure**

**I.**      Subject:

Setting guidelines for proper inspection of all aluminum wheels used on MTA bus fleet.

**II.**     Purpose:

To setup guidelines on how to clean and inspect a wheel.

**III.**    Responsibilities:

Contractor – Contractor who is responsible for inspecting and maintaining the wheels and tires being used on MTA bus fleet is to adhere to this procedure. This procedure is to be followed every time a wheel comes to the contractor’s possession. The contractor is responsible for inspecting and maintaining the wheels. The contractor shall not install a wheel on a bus under any circumstance. It is the MTA bus Maintenance’s responsibility to install a wheel following appropriate procedure.

**IV.**     Definitions:

Contractor: Effective as of October 1, 2004, The Goodyear Tire and Rubber Company of Akron, OH (“Goodyear”)

**V.**      Procedure:

Cleaning of standard Alcoa forged aluminum wheels **without** the Dura-Bright® surface treatment

1. Clean frequently with high pressure water from a hose. The use of a mild detergent will speed the cleaning process. Use no harsh alkaline cleaners.
2. When tires are removed the entire wheel must be cleaned and inspected. With a wire brush, remove any foreign products from the tire side of the rim. Do not use a wire brush to remove dirt and corrosion products from the appearance surface of the wheel. Generously coat the entire air chamber surface with an approved surface protectant and lubricant each time the tire is removed.

Cleaning of Dura-Bright® wheels

1. The Dura-Bright® surface treatment is designed to be easy to clean and generally only requires water. If soils attached to the surface do not come off with cold water, try warm water and wipe with a soft towel or chamois material. If soils remain, use warm water and a mild detergent (with assistance of a commercial

high pressure power washer, if available). Always dilute the detergent according to the manufacturer's recommendation; never use the detergent straight without diluting with water.

2. When tires are removed, the entire rim must be cleaned and inspected. With a **soft brush** (B67-0462), remove any foreign products from the rim (portion of the wheel that supports the tire).

Generously coat the entire air chamber surface with an approved surface protectant and lubricate each time the tire is removed.

3. Once in service, Dura-Bright® wheels can become nicked or scratched by road debris and/or mechanical damage. If this occurs, continue to follow the normal washing and cleaning instructions provided above.

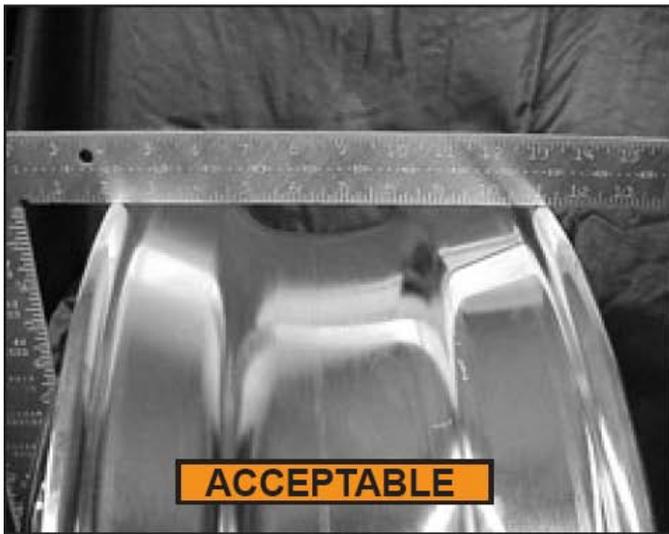
4. Even as durable as Dura-Bright® wheels are, the mounting area can become scratched, marred or discolored when mounted against another wheel, hub or drum. The use of a wheel mounting surface guard, such as high temperature nylon spacers, is highly recommended.

## INSPECTION

Wheels that have been in service need to be inspected at regular intervals to assure proper and safe performance. It is not always possible to predict the useful life of a wheel. Wheels will eventually wear out. But generally, older wheels and wheels operating in extreme conditions should be examined more frequently for obvious signs that they should be removed from service.

Examine all exposed areas frequently. Clean wheels and look for cracks, corrosion, wear or other damage. Also check the inner dual wheel when the outer wheel is removed. During tire changes, thoroughly examine the entire wheel. Pay particular attention to the rim contour and the surfaces of the rim.

Inspect for exposure to excessive heat. A wheel that has been subjected to excessive heat may appear charred or burned. A wheel that has been exposed to excessive heat may appear to be in good condition if it has been cleaned. Do not use any wheel that has been overheated regardless of appearance. Even if a wheel does not appear to be obviously burned, inspect the labels, tire bead, brake drum and high temperature nylon spacer for evidence of charring, melting, blistering or burning.

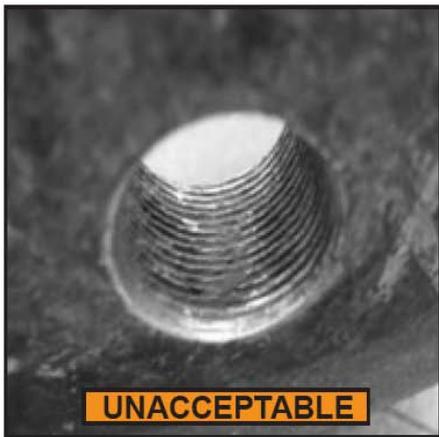


Check all wheels at each tire change for proper contour of the open side of the rim. Place the long leg of a carpenter square across the center of the disc side of the wheel. Extend the short leg across both rim flanges of the wheel as shown above. Repeat this process at four equidistant points around the wheel. The short leg should touch both rim flanges at each point. If a distance greater than the thickness of a credit card (or .030 in. or .76mm feeler gauge) appears between the short leg and the rim flange, the wheel should be removed from service and scrapped.

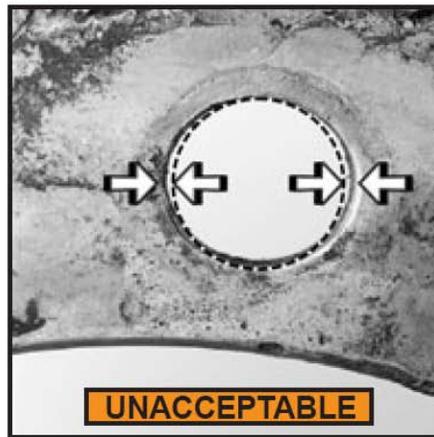
Visually inspect wheels for cracks or damage. Remove wheels from service with known or suspected damage.

Stud hole cracks are usually caused by improper torquing (see Sections 4-8 and 5-2), excessive loading or insufficient mounting flange support by the hub or brake drum. If surface cracks are observed, remove wheel from service.

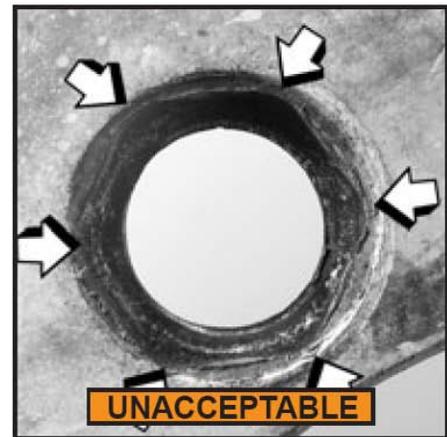
Inspect for corrosion. Remove any severely corroded (0.125 inches deep) wheel from service.



For hub piloted - normally if you see thread marks on the inside diameter of the bolt holes, this would indicate the wheel ran loose.



For hub piloted - normally if you see a wallowed out bolt hole, this would indicate the wheel ran loose.



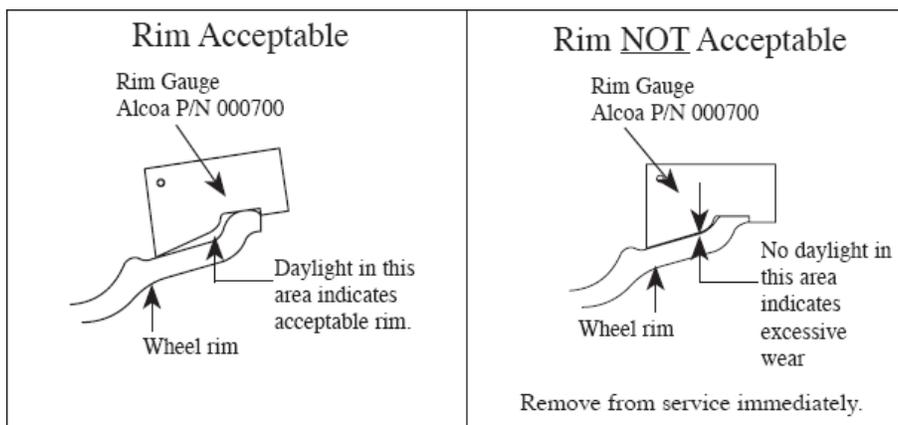
Damaged ball seat contact area. Pounding of nut on ball seat contact area identified by arrows.

If wheels are run loose, both stud located wheels and hub piloted wheels can be damaged. Look for wallowed out or elongated ball seats on stud located wheels. On hub piloted wheels look for elongated stud holes. Over torquing can lead to damaged ball seats on stud located wheels and can damage the disc surface of hub piloted wheels. Remove damaged wheels from service.

Inspect both sides of disc area for hand hole cracks. If cracks are found, remove the wheel from service.

Check the entire rim area for nicks, gouges and cracks. Loss of air may be caused by cracks in areas around the valve stem hole. Remove the wheel from service, if damage found.

Rim flange wear is not a warrantable issue. Only Dura-Flange® wheels have a warranty on rim flange wear against sharp edges for a 24 month warranty period.



Remove wheels from service when rim flange wear is excessive. Excessive wear can be determined using an Alcoa approved wear gauge. Sharp edges on the rim can be serviced using a grinder or sander. Refer to Alcoa manual for proper methods. **Edge re-conditioning cannot be performed on Dura-Flange® wheels.**