

OFFICIAL TRANSCRIPT OF THE
MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION
PRE-BID MEETING
FOR
LIGHT RAIL SNOW AND ICE REMOVAL FOR NORTHERN,
SOUTHERN, AND CENTRAL REGIONS
CONTRACT NO. T-8000-0359, 60 & 61
FEBRUARY 23, 2012
10:00 A.M.
Maryland Transit Administration
6 St. Paul Street, 7th Floor Conference
Baltimore, Maryland 21230

Agency:

Nannette Gibson, Procurement
David Morris, Facilities Maintenance, Light Rail
Paula Cullings, Office of Fair Practice
Hisel Brown, Office of Fair Practice

Participants:

Cleveland Hamilton, Complete Commercial Maintenance
Elvis Gutierrez, EUG Services, LLC
Leroy Johnson, Johnson's Total Services, Inc.
Perlie Ewell, Johnson's Total Services, Inc.
Brenda Carter, TOTE-IT, Inc.
Efrem Keene, Keene Cut
Lynwood Keene, Keene Cut

Court Reporter:
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1 MS. GIBSON: I am Nannette Gibson. I am Chief of
2 Operations for the Maryland Transit Administration. I am the
3 Procurement Officer for this solicitation. I would like to
4 welcome you to the Pre-bid conference, entitled Light Rail Snow
5 and Ice Removal for the Northern, Central, and Southern Regions.

6 The contract number is T-8000-0359, 0360, and 0361.

7 This conference is being recorded, and I ask that you
8 please state your name and your firm, clearly. Also, I would
9 like for the MTA staff to introduce themselves.

10 I'll start with Paula.

11 MS. CULLINGS: I'll start with Paula.

12 MS. GIBSON: I'm sorry. Here.

13 MR. BROWN: Hello. My name is Hisel Brown, and I just
14 started. This is my first prebid meeting, and I work at the MTA
15 in the Fair Practices Office.

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

18 MR. MORRIS: I'm David Morris, Superintendent of Light
19 Rail and the Project Manager of all these three contracts.

20 MS. SMITH: Rochelle Smith, (Inaudible).

21 MS. GIBSON: And you are?

22 MR. HAMILTON: Oh, I'm Cleveland Hamilton with
23 Complete Commercial Maintenance.

24 MS. GUTIERREZ: I'm Elvis Gutierrez. I'm with EMG
25 Services.

1 MR. JOHNSON: Hi. I'm Leroy Johnson, Johnson's Total
2 Services.

3 MS. EWELL: Perlie Ewell with Johnson's Total
4 Services.

5 MS. GIBSON: Again, welcome.

6 Everyone has received a copy of the Invitation for
7 Bid. I would like to go over some key items, and then I'll turn
8 it over to the Project Manager.

9 The MTA is using a competitive sealed bidding
10 procurement process. This IFB is in accordance with the COMAR
11 regulations 21.05.02.01. The purpose of the invitation for bid
12 is to award a contract to a qualified contractor to remove snow
13 and ice from the platforms, sidewalks at the Northern, the
14 Central, and the Southern Regions of the Light Rail stations for
15 the MTA.

16 The State reserves the right to award contract by
17 item, group of items, or total bid if it's in the best interest
18 of the MTA and the State. This is a small business reserve
19 procurement, which will be awarded to a certified small business
20 vendor.

21 Do you have any questions?

22 I am responsible for this solicitation. I am your
23 sole point of contact and any related issues with this
24 solicitation, if you have any questions, please direct them to
25 me. All questions must be in writing.

1 If you look in your solicitation, "Administrative
2 Information," that's item C-1. That is how you can get in touch
3 with me, all my information. All inquiries must be directed to
4 me, and the due date is Wednesday, February 29th by 4 p.m.

5 Bid Submissions. Bids must be received no later than
6 2 p.m. on Wednesday, March 14th.

7 Bid Forms. Bid forms shall be completed and
8 submitted, as required in the Bid Form. That's Section 4 of the
9 IFB. The MTA only accept hard copies.

10 Contract Duration. The terms of the contract's for
11 five years from the start date stated in the Notice to Proceed.

12 Addendum and Revisions to the IFB --

13 (PERSONS ENTER THE ROOM)

14 MS. GIBSON: Sign-in sheet.

15 Okay. I will continue.

16 The Addendum and Revision to the IFB. If it becomes
17 necessary to revise the IFB before the bid due date, addendum to
18 the IFB will be posted on the MTA's Web site. Bidders shall
19 acknowledge the receipt of all addendums in a transmittal letter
20 of the bid. The transmittal letter is located in the Section 4
21 of your bid form.

22 Cancellation and Rejections of Bids. The State
23 reserve the right to cancel the IFB in accordance with COMAR
24 regulations 21.06.02.

25 Acceptance of Terms and Conditions. By submitting a

1 bid in the response to the IFB, bidders shall be deemed as
2 accepting all terms and conditions set forth in the IFB and in
3 the attachment of the General Conditions for the maintenance
4 contract. That's Attachment 9 of your IFB.

5 Incorporation by Reference. The IFB will be
6 incorporated by a reference as a part of this solicitation.

7 Invoice Submission Requirements. The contractor shall
8 submit, on a monthly basis, an invoice for service performed and
9 completed and accepted by the MTA. Payments to the contractor
10 shall be made no later than thirty (30) days after receipt of
11 approved invoice.

12 Living Wages Requirements. Please read the Living
13 Wage and fill out the Affidavit Agreement. The living wage is
14 Attachment 11, and this is a Tier 1 contract.

15 Do you have any questions?

16 MS. CULLINGS: What does Tier 1 mean?

17 MS. GIBSON: Once they have readied the Living Wage
18 they will know that Tier 1 is just for the Baltimore area.

19 MS. CULLINGS: Oh.

20 MS. GIBSON: -- also a couple of counties.

21 Insurance Requirements. The MTA requires the prime to
22 have five million dollars (\$5,000,000.00) of insurance.
23 However, the MTA is helping with this requirement by asking you
24 to enroll in the Owner Control Insurance Program, which we call
25 OCIP. Please read the requirements and fill out the

1 documentation. If you have any questions concerning the OCIP
2 insurance, please call Gail Allen. She is the Project Manager
3 for the MTA's OCIP. All this information is included in your
4 solicitation. But, the MTA does require the prime to provide
5 one million dollars (\$1,000,000.00) of general liability.

6 MBE Requirements. The MBE participation goal is
7 thirty percent (30%) with no subgoals.

8 Now, I would like to turn the meeting over to the
9 Office of Fair Practice to go over the MBE participation and
10 also talk about the MBE forms, which is Attachment 13 in your
11 solicitation.

12 MS. CULLINGS: Good morning, everyone.

13 PARTICIPANTS: Good morning.

14 MS. CULLINGS: As stated, the goals are thirty percent
15 (30%) and there are no sub-goals. So that you understand, in
16 the MBE program for the State of Maryland when goals are set,
17 they also have with them sub-goals where certain ethnic groups
18 shall be awarded some percentages of that thirty percent (30%).
19 Given the nature of this type of procurement, we're not imposing
20 sub-goals. So, therefore, meeting your goals with any firm that
21 is certified is acceptable to meet that thirty percent (30%).

22 Now, each of you have seen these forms, but they have
23 changed a little, and they start with A through D.

24 The first form that you must send with your IFB or bid
25 will be Form A. Form A says, "No. 1, you have agreed to the

1 thirty percent." You shall check that off. If you are saying
2 something different to us, it says "or," and you're checking the
3 second box because, obviously, you're going to ask us, at some
4 point, for a waiver or something different than the thirty
5 percent (30%). I'll talk about waivers in a bit.

6 The second page of this document must be signed.
7 That's called "Execution." Failure to sign that will throw your
8 bid out because you have not committed to anything. So, Form A
9 has two pages to it; one page, you check your commitment, "Yes,
10 I'll do thirty percent." Page two is your signature, company
11 name, address, Zip code, your printed name, and your signature
12 and date. That must come together.

13 The second item you will send back with your bid will
14 be Form B, and Form B is loaded on the front page with
15 directions. You don't need to send me that back; you keep them.
16 The directions explains everything, and it also takes you to a
17 page where you have a worksheet. I don't need your worksheet.
18 Your worksheet is for you. The reason you're given a worksheet
19 is because you may need to be very clear of your calculations.
20 If you have listed firms for particular percentages and it
21 doesn't add up, you don't get a chance to fix it, you're out.
22 So, if you bring in less than thirty (30) and you didn't ask for
23 a waiver for the difference, you're out. So, this is to help
24 you to make sure that what you're adding up is as accurate as
25 you say it is. Many times the people that come to pre-bids are

1 not often the people that fill out the paperwork, so it's up to
2 you to make sure that they get the message because it can cost
3 you the bid.

4 Now, you're into the document that I do want back on
5 Form B. Column 1, of course, your name and what have you at the
6 top. Column 1 is where you name who that MBE is. This MBE must
7 be certified by MDOT and MDOT only. So, if someone is certified
8 by Baltimore City, Anne Arundel County, here, there, and
9 everywhere and not MDOT, you cannot bring them on this contract.

10 If they're not certified today, it's not likely they
11 can get certified in time to meet this solicitation. So, you're
12 looking in a directory of four thousand (4,000) already
13 certified firms all over the world doing everything under the
14 sun, and we expect that you would find someone and someone
15 that's in that group, for now.

16 Column 2 is where you tell us what is their
17 certification number, because after all, you've gone online,
18 you've picked up this profile, and in the profile it states that
19 they do this type of work, so they have a certification number.

20 What's important is that by virtue of a NAIC code, you
21 might see the letter "G" in front of that NAIC code. The "G"
22 says they have graduated from just that particular discipline,
23 and if it happens to be snow removal, then that's not your
24 person. They may have graduated from hauling; that's okay.
25 But, for whatever you have them to do, be certain that they have

1 not graduated from that particular NAIC code, and they may have
2 18 more NAIC codes behind their name and that's fine. Just be
3 aware of the fact that some firms do graduate per their NAIC
4 code of service or commodities.

5 So, in Column 3, you will identify what percentage
6 will you be providing to this subcontractor of the work, and you
7 may have to make several of these pages to accommodate the
8 number of subcontractors you have in mind.

9 There's a sixty percent (60%) rule, and that is, if
10 you are buying materials from a minority subcontractor, then you
11 can only take sixty percent (60%) credit towards that goal.

12 Well, let me back up. Whatever you spend, only sixty
13 percent (60%) of what you spend can go towards your goal. So,
14 you can never use all suppliers to meet a thirty percent (30%)
15 goal. It would be impossible. So, you are mixing it up. You
16 have people that will do services for you, a hundred percent,
17 but if you had to buy something from a supplier --

18 -- So, let me give you an example. Let's just say
19 there's an MBE who provides fuel oil to your vehicles. Whatever
20 you spend with them, only sixty percent (60%) of it can go
21 towards your goals. You get it?

22 Okay. Let's say you had to buy sand. We may not ask
23 for that in the contract, but let's just say we wanted to buy
24 sand --

25 UNIDENTIFIED SPEAKER: Salt.

1 MS. CULLINGS: -- to put down or salt.

2 UNIDENTIFIED SPEAKER: Salt.

3 MS. CULLINGS: Okay. Then that's those commodities.

4 That's a product. You may spend four thousand dollars (\$4,000)

5 on salt. Sixty percent (60%) of the four thousand (4,000)

6 equals whatever, and that's the part that goes into your goal --

7 meeting your goals. You'll spend more than you get credit for

8 when it's supplies.

9 Does that make sense to everyone?

10 PARTICIPANTS: Uh-huh.

11 MS. CULLINGS: Okay. So, that's what you would

12 indicate and that's as far as it goes, at that point.

13 Forms C and D are required, and if you fail to put

14 Forms C and D in your package, we accept it, there's no penalty.

15 However, C and D would probably be required at the point of your

16 notification that you are an awardee.

17 Now, do remember that on Form B there is a second,

18 third page, if you will, or ninth page, whatever it turns out to

19 be, that will ask for your, again, signature. Failure to have

20 your signature you've said nothing. So, make certain that you

21 have that executed.

22 Form C tells us how did you go about finding your

23 subcontractors. If you were to say to us, "Gee, I went to the

24 directory," that's fine. If you held some pre-gathering to

25 discern firms or to attract them, whatever it is you did to make

1 certain that you were meeting up with other certified minority
2 firms is what you say. Again, you sign it and submit that.

3 Form D is a very important form because this is the
4 hardcore commitment. This is the beginning. You will do one
5 page per firm, so you'll make copies. You will fill it out,
6 you, the prime. You will put your information at the top. You
7 will name the sub that this is about. You will tell us now the
8 NAIC code and/or services that this person is going to perform
9 for you or this company will perform for you. You will sign it
10 first and date it. Then you will push it to your sub. Do not
11 give your sub a blank form to sign and then you fill it out
12 later. They must have in their possession everything you said
13 to them before they sign it. So, if you're the prime, you
14 complete it, this is going to Nannette. When she gets it, she
15 has everything here that I have said to her that she's going to
16 do. She gets to make a copy and keep it. She can fax it --
17 sign it and fax it back to you. And, this is the beginning of
18 the commitment of who you said you're going to utilize to make
19 this thirty percent.

20 When you get your Notice To Proceed, you will be
21 required to submit an executed written agreement between you and
22 each sub. You're failure to do it is going to stop your
23 contract because you're not in compliance. So, that means
24 immediately a one-pager, two-pager.

25 Be very clear about what you want them to do; the fact

1 that they're on call; the fact that you expect whatever you
2 expect in a certain amount of time; their failure; you have to
3 keep on going because you're reliable for the contract; but all
4 of this needs to be spelled out. You must tell them how to
5 invoice you and so on; and in your contract, there is a document
6 or a paragraph that speaks to prompt payment. You have bought a
7 service from someone, and you owe them payment regardless of
8 anything; understand that. But, many times it's based on did
9 MTA pay you. Well, if you didn't invoice us timely, that's on
10 you that you didn't get paid timely. That has nothing to do
11 with making sure the sub is paid properly.

12 When Macy's sends you the bill, they don't care if you
13 got your paycheck; they don't care about anything. They tell
14 you the date it's due. You cannot tell them "I didn't get my
15 paycheck." So, that means you make arrangements for the people
16 you owe. Just like when you buy your gas, you don't tell them
17 that MTA has this contract with you and I can't pay for the gas
18 until. So, be very clear about paying your subs, timely.

19 If you're paying them on the basis of us paying you,
20 they must be paid within five days of the check we gave you.

21 MS. EWELL: So, all of that can be stated in --

22 REPORTER: -- Excuse me. Your name, please?

23 MS. EWELL: Oh, Perlie Ewell, Johnson's Total
24 Services.

25 All of that can be stated in the letter that they sign

1 off on that we submit back to you?

2 MS. CULLINGS: You mean the agreement?

3 MS. EWELL: The agreement, uh-huh.

4 MS. CULLINGS: You can put some of that in there
5 however you see fit because --

6 MS. EWELL: Uh-huh.

7 MS. CULLINGS: -- you're letting them know their
8 obligations, but if you're the prime, you probably are not going
9 to put all of that in there. I'm telling you what you're
10 obligation is --

11 MS. EWELL: Okay. All right.

12 MS. CULLINGS: -- irregardless.

13 You will have to fill out or complete a monthly report
14 anyway on what you're spending with the subs, and the subs will
15 have to do their own report, as well. It may be electronic, but
16 you probably will receive it from our office, physically, until
17 we get you in our system. So, that's going to gauge where you
18 are in meeting your goals, and something new is going on.

19 The Board of Public Works -- this is a five-year (5)
20 contract, and somewhere along the line, and I'm sure the
21 Procurement Office will be going back to the Board of Public
22 Works, perhaps, for the renewal or options and maybe for even
23 more money, who knows. The first thing they want to know is did
24 this company meet their MBE obligation. If you did not, you're
25 out. So, the point is things are changing a little bit to keep

1 the compliance moving; so therefore, I'm giving you the benefit
2 of knowing to stay on it.

3 You can reach our office after the fact because we
4 will be sending you the right materials to do that, and along
5 the way, if you have a need to change vendors, you must have
6 permission from my office. You cannot just put someone aside.
7 Whoever you name, you can't name them today and then next week
8 change your mind. You have to come before our office, give us
9 reasons why, they will come to the table, as well, and it will
10 be something that, perhaps, they have agreed. "Gee whiz, I'm
11 too busy. I thought I could; I've changed my mind, and I can't
12 do this." So, now you want to replace them with someone else,
13 but those are the things that you'll be committed to.

14 So, I think you all know about the forms. I think all
15 of you have done them. You were told that you must be an SBR
16 firm to be a prime; and SBR contracts do include minority
17 participation, so you're not exempt. You cannot use part of
18 yourself if you were certified. You must do that thirty percent
19 with another firm.

20 It appears that the only segment of work was snow
21 removal, so, therefore, you may have multiple locations or
22 situations in which you can make that happen. If that's not
23 feasible during the period of time to write and talk about
24 questions, that's something you need to present to us so that we
25 will know before the bid is due or at least by the date of any

1 last write-ups or addendums and things of that nature. We feel
2 that it's feasible, and it has had a historic pattern of being
3 able to meet the goals.

4 So, these are the forms. As I say, I think you're
5 familiar with how they work. All of this about prompt payment
6 is in your solicitation. I'm not telling you something you have
7 to try to remember. Again, anyone who's not certified today by
8 MDOT will not be. Are all of you familiar with how to get to
9 the directory at MDOT? Okay. Usually, you put in a category,
10 if you're not using a NAIC code, and those firms pop up.

11 Let me tell you a little bit about a waiver so you
12 understand how that works. If you're requesting a waiver, you
13 must give full evidence and documentation as to why; what has
14 been your good faith effort in trying to locate firms as to why
15 you're not meeting it. Maybe eighteen (18) firms told you no
16 thank you. Please have documentation of that; your e-mail,
17 their e-mail, their response, etcetera. Your request will be
18 looked at beside those who are making the goal. So, it's not
19 going to be easy for us to say okay for you when someone else
20 has met the goal and their price is not far different from
21 yours. You shall not ask any MBE to be exclusive to you. They
22 have the right to do business in their own manner. So, if they
23 offer to do some work for you, it's none of your business who
24 else they're working for.

25 You may say to them, "I need your commitment, and the

1 work looks like this, and it's in this location, and it's
2 important that you arrive when I tell you to or when the time
3 comes," but do not ask them to only bid with you and no one else
4 because that has been said and heard and it's caused a lot of
5 problems.

6 I don't think there's anything else I can add. I
7 would like for you all to be successful, so if I sound like I'm
8 stressing things to you, it's because these are some of the
9 errors that have cost people an opportunity to be a winner. So,
10 I want you to be all winners and have everything right on the
11 MBE portion because if that portion is not right, no matter how
12 low your bid is or how great your package is, it's not going
13 forward. So, this is a very integral and important part of the
14 process.

15 So, good luck. Do you have any questions? Okay.

16 Well, in the document, I think, you'll have our
17 number. We don't want to entertain anything beyond your writing
18 it to the officer, but certainly, if you have a question that's
19 very personal about a particular firm that you're trying to put
20 into your package, naturally, we're there to help you understand
21 anything. Anything technical about the navigation of MDOT's
22 directory, please contact MDOT. So, if you're having some
23 problems or you want to check on a firm, maybe a firm gave you
24 their initials, you're not finding it, but they may have been
25 registered by their name instead, that would all be an MDOT

1 question because, technically, they're right there to navigate
2 and do is some searching for you.

3 Someone may be decertified or you thought they were,
4 you want to check, take that to MDOT. Our number is 410 -- if
5 you want to jot it down, 767-3944. That's the Administrative
6 Assistant's front desk number to field you to whoever can help
7 you. If you're having a specific matter, even trying to
8 calculate with your supplier and your vendor as to whether or
9 not you're on the right track or what you're doing, those are
10 little personal things we will help one-on-one with, but if you
11 have a generic question, please make sure it comes to the
12 officer so that it can be answered, properly.

13 Okay. Thank you very much.

14 UNIDENTIFIED SPEAKER: Thank you.

15 MS. GIBSON: Okay. Oh.

16 MR. HAMILTON: Cleveland Hamilton, Complete Commercial
17 Maintenance.

18 What's the turnaround for your office if you did have
19 a question in writing? How fast would you get back to us?

20 MS. CULLINGS: A writing question --

21 MS. GIBSON: A writing question --

22 MS. CULLINGS: -- is going to come to --

23 MS. GIBSON: -- would come to me.

24 MS. CULLINGS: -- Procurement Officer. And, it will
25 come out as an addendum --

1 MS. GIBSON: Addendum.

2 MS. CULLINGS: -- and a question that everybody would
3 know --

4 MS. GIBSON: Everyone in here.

5 MS. CULLINGS: -- what the question was, and what the
6 answer.

7 MS. GIBSON: Okay.

8 MS. CULLINGS: And I think you post it, correct?

9 MS. GIBSON: Yes, I do.

10 MS. CULLINGS: So, it would be, electronically, posted
11 for your view.

12 MS. GIBSON: Yeah, it will be posted on our website.

13 MS. CULLINGS: But, if it's an MBE matter that you
14 just need a little help understanding the vendor, something
15 that's a little more personal, you don't have to declare in a
16 question for the world that you're going to use Paula Cullings
17 and whether or not she, you know, her code is right.

18 MS. GIBSON: Any other questions?

19 Okay. We'll now turn it over to the Project Manager
20 Dave Morris to talk about the Scope of Work.

21 MR. MORRIS: Good morning. David Morris.

22 Okay. We have three contracts; Contract 0359. This
23 contract have nine (9) locations. Okay, Contracts 0361; this
24 contract have eleven (11) location; and 06 -- 036 -- 0360 have
25 fourteen (14) location.

1 The contract is for snow and ice removal from our
2 Light Rail Station parking lots and platform. The contracts
3 stated that we needed snow and ice removal from each location
4 and the contract shall have equipment and adequate manpower to
5 remove snow and ice removal.

6 The contractor shall provide the MTA with -- the
7 Contract 0361, we need, approximately, twelve (12) trucks if we
8 have snow and ice removal, that anything over, say, 4 to 5
9 inches of snow we desire twelve (12) trucks for a 24-hour
10 period. After the 24-hour period, we need a new shift onboard
11 because the guys cannot work 24 hours and work eight (8) hours
12 more, so we need to have a change of shift.

13 We need trucks and not cars. We have a truck right
14 out -- if you would bring cars to the job, we need them to bring
15 trucks. So if you bid on this contract, make sure you have
16 twelve (12) trucks for this contract.

17 Contract 060, we need fourteen (14) trucks if we have
18 a snow period of 4 to 6 inches for 24 hours.

19 And, I want to say to tell -- say that we don't need
20 cars, but we have people bring cars on the job. The cars can't
21 move in snow.

22 The equipment needed for the snow and ice removal are
23 stated in -- on Number 5. What Number 5 is stated that we need
24 snowplows, salt spreaders, brooms, squeegee, and ice breakers.
25 Each truck shall have minimum of two (2) salt spreaders; not one

1 (1), but two (2), a minimum of two (2) snow blowers; a minimum
2 of three (3) shovels; a minimum of two (2) ice breakers; and a
3 minimum of two (2) squeegees, and two (2) brooms, at all time.

4 If you don't --

5 MS. CARTER: Excuse me?

6 REPORTER: State your name and your company.

7 MS. GIBSON: State your name.

8 MS. CARTER: Brenda Carter, TOTE-IT, Incorporated.

9 I know your stations are most important to get the
10 snow done --

11 MR. MORRIS: Uh-huh.

12 MS. CARTER: -- and requirements are not specific in
13 the -- that you have to have exclusively 14 trucks per site.
14 Now, some sites may be in close proximity of a certain area that
15 you can allow the workers to have your snow blowers and
16 squeegees in certain locations and then you can move your crews
17 that way as opposed to having 14 trucks going to each individual
18 site. So, is that mandatory or --

19 MR. MORRIS: It is mandatory because the thing is if
20 we have a big snow storm, the guy got to come back and get salt,
21 and --

22 MS. CARTER: You drop it off when you drop the guys
23 off.

24 MR. MORRIS: We -- here when we have -- the last
25 blizzard, when we were here last blizzard, if you drop the salt

1 off and leave the guy out there he's going to freeze to death.
2 So, what we do is sometime the guy work and take a break
3 sometimes.

4 MS. CARTER: I got a question.

5 MR. MORRIS: Okay.

6 MS. CARTER: Sometimes your stations are equipped with
7 salt in certain areas.

8 MR. MORRIS: Yes.

9 MS. CARTER: Is that true?

10 MR. MORRIS: Yes. We have salt -- a location at
11 Cherry Hill, Cromwell, Hunt Valley, and --

12 UNIDENTIFIED SPEAKER: Luberal (phonetic sp.).

13 UNIDENTIFIED SPEAKER: There's no --

14 MS. CARTER: I mean you --

15 MR. MORRIS: -- North Avenue, here.

16 MS. CARTER: But, that's what I'm saying. If you are
17 designated to do these locations and, quite naturally, you don't
18 want to be, not complying with the contract, but I'm saying if
19 you have the crews and the equipment and you can drop, as I say,
20 and move forward because they're in a close proximity to get
21 this work done, why isn't that acceptable?

22 MR. MORRIS: It's not acceptable. The reason why it's
23 not acceptable because we have issues over the period of time
24 with the platforms not getting done because guys are waiting for
25 salt. They're sit -- they're waiting for salt, someone

1 traveling to get salt, and then it come back and re-set time, so
2 it's not acceptable.

3 The same problem was brought up before and, for right
4 now, we are working with the contractor on the property and make
5 sure that each site, when you have a snowstorm, each site has a
6 truck. So, it's working as it seems right now with each site
7 having a truck.

8 MS. CULLINGS: Question. Are you saying 12 trucks at
9 11 -- each location has to have 12 trucks?

10 MR. MORRIS: Each --

11 MS. CULLINGS: 11 times 12?

12 MR. MORRIS: One person.

13 MS. CULLINGS: One truck per location.

14 MR. MORRIS: Yes. Per location.

15 MS. CULLINGS: Okay. Okay.

16 MR. MORRIS: And, the thing is it's three regions.

17 This is three contracts.

18 MS. CARTER: I understand.

19 MR. MORRIS: Okay. So, the thing is we're telling all
20 of them, don't bid on all three contracts if you can't manage
21 it. Take on what you can manage. You know, spread the wealth
22 out.

23 MR. JOHNSON: Leroy Johnson, Johnson Total Services.

24 My question is for -- let's just say your big
25 stations, you got Timonium, Hunt Valley. Now, they're going to

1 have more trucks at the stations because they're bigger, right?

2 MR. MORRIS: Yes. On certain stops like Timonium, BP,
3 these you'll have two trucks. We allow to have two trucks at a
4 station. Sometimes -- the thing is, sometimes in the snowstorm
5 if they are heavy snowstorm and if you have more equipment, we
6 ask if you have more equipment. If it's a small snowstorm, you
7 bring less. Certain times you want to bring six trucks because
8 it's a small storm. A small storm and you move up the line, but
9 if it's a big storm, we don't want to be moving up and down. We
10 want to concentrate at a station. We want to stay up to the
11 station.

12 MS. CARTER: I got a question.

13 Is it more than likely that one contract would pick up
14 all three regions?

15 MR. MORRIS: Yes. The contract that we have, right
16 now. One contract will have all three regions.

17 MS. CARTER: And, I'm saying is, the winner of the bid
18 can handle all three contracts or three locations; is that --

19 MR. MORRIS: Yes.

20 MS. CARTER: -- fine?

21 MR. MORRIS: Yes.

22 MS. CARTER: Okay.

23 MR. MORRIS: That's fine as long as they can handle
24 it. As long you can provide all the equipment and the manpower
25 because the thing is we would recommend how you perform in a

1 contract. If you cannot perform, then we will take it back to
2 Nannette, and you may get kicked out.

3 Any more questions?

4 [There were no additional question.]

5 Okay. We are going to be on call for -- this contract
6 is an on-call contract. So, if we call you, you want to respond
7 within two (2) hours of when we call. We will call -- I will
8 call you and give you, like, eight (8) hours in advance to get
9 prepared.

10 The fifth -- please make sure if you receive this
11 contract and you -- and I call you for manpower, don't just send
12 the guys out. We want supervision there on the property. We
13 want somebody to supervise them. They're going to be out there
14 -- they have track record of people sending people out and no
15 supervision. We want somebody to direct them. So, each site
16 should have a supervisor to direct them. And, we do get snow on
17 Christmas, so if it snow on Christmas and you're having dinner,
18 we have to go to work.

19 Our trucks that work on our property should have
20 rotary beacons. So, the thing is when it snows, it gets so --
21 you can see the trucks out there, so we want to make sure the
22 trucks are visual. So, that when they sit on the site, the
23 rotary beacons on top of the trucks, so you can see that they're
24 out there. And, all employees should have a vest, a reflective
25 vest, so they can be, visually, seen by the train. And, all

1 employees are required to be TRAK-accessed trained, and they are
2 given an ID, and they must carry the ID with them.

3 And, please make sure all the employees have boots,
4 not tennis shoes. We have employees getting the wet feet, cold
5 feet, and they can't work. And, a crew is -- consist of three
6 (3) people per truck. So, if we call you out for assignment,
7 don't bring two people. We need three (3) people.

8 MS. GIBSON: Any questions? State your name.

9 MS. CARTER: Brenda Carter, TOTE-IT, Incorporated.

10 Those specifics are not labeled as far as how many
11 people should be in the truck.

12 MR. MORRIS: Yes, it's in the contract.

13 UNIDENTIFIED PERSON: Yes.

14 MR. MORRIS: It's in the contract.

15 MS. CARTER: It's three?

16 MR. MORRIS: Yes. It's in the contract. Let me go to
17 the page.

18 MS. CARTER: I think it's under "Flagger, Foreman."
19 Here it is.

20 MR. MORRIS: Five.

21 MS. CARTER: Huh?

22 MR. MORRIS: "The contractor shall assign three (3)
23 employees to approve to complete snow removal tasks. Labor and
24 Assignment." Okay?

25 MS. GIBSON: Any other questions?

CERTIFICATE OF TRANSCRIBER

I, hereby, certify that the Maryland Department of Transportation, Maryland Transit Administration pre-bid meeting for Contract No. T-8000-0359, 60, & 61 held on 6 St. Paul Street in Baltimore, Maryland on February 23, 2012 was recorded by means of electronic sound recording.

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

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

In witness whereof, I have affixed my signature this 29th day of February, 2012.

By: 

Lisa P. Campbell
Transcriber