

OFFICIAL TRANSCRIPT OF THE  
MARYLAND DEPARTMENT OF TRANSPORTATION  
MARYLAND TRANSIT ADMINISTRATION  
PRE-PROPOSAL CONFERENCE  
FOR  
COMMUTER BUS SERVICE - LINES  
NOS. 203, 204 & 205  
CONTRACT NO. T-8000-0353; T-8000-0354

September 13, 2011

10:00 A.M.

Maryland Transit Administration  
6 St. Paul Street, #731-732  
Baltimore, Maryland 21230

Agency:

Nannette Gibson, Procurement Division  
Timothy Norris, MARC Train/Commuter Bus Services  
Glenn Saffran, MTA  
Gerald Cichy, MTA Planning  
Paula Cullings, Office of Fair Practices

Participants:

Jeff Bodnar, Martz Group  
Yolanda White, MV Transportation  
Matt Mlaker, Mlaker Transportation  
Dan Horvath, Mlaker Transportation  
Hornett Pullen, Pullen's Tour Service  
Kasey Pullen, Pullen's Tour Service

Court Reporter:  
Saundra Jackson  
One Stop Legal  
Hyattsville, MD 20784  
(301) 379-6607

1 MS. GIBSON: I'll start back with line 205. The 205  
2 requires three buses to operate a total of seven daily trips;  
3 there will be three morning, one afternoon, and three evenings.  
4 The MTA will provide two lease vehicles for each line, 204 and  
5 205. I am responsible for the solicitation. I am the sole  
6 point of contact in any matter with this solicitation. If you  
7 have any questions or concerns, please direct them to me. All  
8 questions must be in writing.

9 Questions and inquiries concerning this IFB must be  
10 submitted to me in writing. The closing date is **September 20<sup>th</sup>,**  
11 **2011.** Verbal responds are not binding by the MTA.

12 This procurement is a two-step process. Step one  
13 consists of submitting your technical proposals and your price  
14 bid. When received, the technical proposals will be forwarded  
15 to a evaluation team for review. After the completion of  
16 review, we will move to the second step.

17 The second step is the opening of the sealed bids.  
18 This step is limited to those bidders who have submitted  
19 acceptable technical proposals in step one. Those found  
20 acceptable will be notified and advised when the bid price  
21 opening. A bid submitted are evaluated and awarded to make up  
22 -- make in accordance with the State Procurement regulations,  
23 that's COMAR 210502.

24 The MTA reserves the right to reject any and all bids  
25 in part or whole as a result in this IFB.

1 Are there any questions?

2 [There were no questions.]

3 Closing date. One original and four copies of your  
4 technical proposals and one original of your price bid in a  
5 separate sealed envelope, clearly, marked are due to this office  
6 at -- by 2 p.m. on Thursday, October the 6<sup>th</sup>, 2011. Bids  
7 arriving after closing time will be rejected.

8 Submission of Technical Proposals -- Submission with  
9 your Technical Proposals, Performance Guarantee. A Performance  
10 Bond, a U.S. security -- government security or letter of credit  
11 must be in the amount of ten percent (10%) of the three (3)  
12 years estimated value regardless of the performance guarantee  
13 provided. This contract duration is for three years with a one  
14 two-year option renewal.

15 If it becomes necessary to revise this IFB, an  
16 addendum will be posted on the MTA's website. Acknowledgment of  
17 receipt of all addendums should be -- shall be required for all  
18 bidders receiving the IFB. The MTA reserves the right to  
19 cancel, in part or in its entirety, according to COMAR  
20 regulations 210602.

21 Minority Business Enterprise. A Minority Business  
22 Enterprise, the MBE, participation goal is five percent (5%)  
23 with no subgoals for line 203. MBE participation goal is six  
24 percent (6%) with no subgoals for Lines 204 and 205.

25 Now, I will turn the meeting over to the Office of

1 Fair Practice to go over the participation and also the MBE  
2 forms.

3 MS. CULLINGS: Good morning, everyone.

4 EVERYONE: Good morning.

5 MS. CULLINGS: Many of you would have received this  
6 document in your form, correct? You do recall seeing this?  
7 And, this is what you will be submitting to us in your package.

8 Form A will tell us that you have accepted the goals  
9 that have been registered for that particular solicitation. So,  
10 in this particular case, you probably would have two for line  
11 203, which is 0353. You should -- it will be printed on and it  
12 is printed on for you. So, you would agree to the goals that  
13 are set or you're telling us something different. That  
14 difference may be the fact that you're asking for a waiver or  
15 you are doing something different that you will explain,  
16 accordingly.

17 This comes with your bid, which is A, the Affidavit.  
18 And, let me just pass this one around because I can speak from  
19 the one I have, here.

20 And, B will give you the schedule. You can keep the  
21 instructions. Don't send that back to us, but do give us the  
22 list of those firms that are going to be a part of your  
23 certification -- so part of your package. So look, you're  
24 looking at the instructions. That's for you. Don't give this  
25 back. Don't give me your worksheet. I don't need it. This is

1 for you.

2           What we do want is Part 2 where you have identified  
3 the minority firms that are participating. And, in doing so,  
4 let me just say that these firms must be certified by MDOT and  
5 MDOT only. We do not accept certifications from any other  
6 municipality or jurisdiction.

7           The directory is online. You can go, directly, to the  
8 MDOT website and go to the directory and put in whatever  
9 category you're looking for or maybe you already know a minority  
10 firm's name and you're just pulling it up to make sure that  
11 their still certified, and the issue is that they must have a  
12 useful function. That means you must use them to do a task, a  
13 service, a commodity that they're certified to do, not what they  
14 tell you. So, that's important. So, you should, certainly,  
15 verify that information.

16           They must be certified as an MBE. Now, in the  
17 directory, you will see firms that are certified as "MBE only,"  
18 that's fine. You'll find firms that are certified as "MBE/DBE,"  
19 that's fine. But, if you find a firm that's only DBE, you  
20 cannot use them on this solicitation, so be very careful. Make  
21 sure that you have looked at that because that can just throw  
22 your package right out the window.

23           Any issues you have with what you're looking at,  
24 please forward that, directly, to MDOT. So, I'll give you their  
25 phone number, meaning if you're having any difficulty navigating

1 the system, there's something you don't understand, that's the  
2 technical aspect of your search, and their phone number is 410-  
3 865-1269. Anyone that answers the phone at MDOT, if you have a  
4 question about the firm or the information that's listed or  
5 whether you can utilize them in that capacity, that's where you  
6 would register that information.

7 Now, anyone who's not certified today, it is not  
8 likely they can become certified in time for October 6<sup>th</sup>, and all  
9 of this documentation shall have folks who are certified at the  
10 time the bid is open. It's a lengthy process and, therefore,  
11 it's not something that someone can just jump into. Now, if you  
12 know a firm that is -- their papers are in and you want to check  
13 with MDOT to see if they've become certified in time, then  
14 again, call that number.

15 But, when we go to evaluate, if they're not certified,  
16 we don't accept anything pending. Then we would, certainly, say  
17 you're not in compliance if you have chosen a company whose  
18 paperwork is just still pending. That would not be acceptable.

19 In column one, you will name the contractor, the  
20 subcontractor. In column two, you will write down their  
21 certification number. It doesn't matter since it's no subgoals  
22 if they are woman-owned, African-American-owned, or other. And,  
23 in column three it asks you for a NAIC code. However, we will  
24 accept you just simply writing in what is it you're going to  
25 have the company do. But, if you see in their profile the NAIC

1 code for that, certainly you can put both one or the other.

2 In column 4, 4.1 you're going to give us a dollar  
3 value that you anticipate spending that would equal the  
4 totalness of your bid. In many cases where you have proposals  
5 and the like, we do accept percentages, which means whatever you  
6 are awarded you're going to apply that percentage to that dollar  
7 amount. Sometimes the dollar amount is not even, cut dry, and  
8 easy to determine based on what you're bidding for in terms of  
9 the multipleness of what's going on here, in general.

10 However, at 4.2, it asks you to be mindful of a sixty  
11 percent (60%) rule and that means if you're going to contact,  
12 perhaps a company that would supply you vehicle parts or fuel  
13 oil or other commodities and products, you only get credit for  
14 sixty percent (60%) of what you spend. So, you may be in your  
15 budget that you would spend eight thousand dollars (\$8,000.00) a  
16 year on things that you know are pertinent to the business, but  
17 you would take sixty percent (60%) of that towards the goal.  
18 So, it allows you to do the math and understand what you're  
19 doing in that particular case. But, if anyone is providing you  
20 a service, you receive a hundred percent (100%) of whatever that  
21 is towards your goal.

22 Form B, there are a couple sheets. You can make as  
23 many copies as necessary and the final page is your signature  
24 affidavit that this is what you're submitting.

25 Now, actually, Form A and B are what's required at the

1 time you submit the bid. However, if you care to send C and D  
2 with it, that's fine. But, C and D is reserved for those who  
3 are the awardees that they would be given somewhere, I think,  
4 ten (10) days after --

5 MS. GIBSON: Yes.

6 MS. CULLINGS: -- notification to submit C and D.

7 [Form] C is tell us how did you go about soliciting for your MBE  
8 participation. If you say I just went in the directory and  
9 sourced, that's fine. If you held a little event, if you posted  
10 something in the newspaper, if you sent out letters, whatever  
11 you did, that's what C has to describe for us.

12 [Form] D is very important because now you get to  
13 commit you and the subcontractors. The same ones you named in  
14 [Form] B shall be signed on on [Form] D. So you will complete  
15 Form D for each firm. You will fill it out. You will say what  
16 they're going to do, what the dollar amount or percentage is,  
17 what work will they, specifically, do. You will sign it. You  
18 may fax it to the sub; they will sign it; and then, you will  
19 submit it to us. We will accept that document as a faxed  
20 document if that's the way you get your signature. We're,  
21 certainly, not going to have you run around town, if that's an  
22 issue.

23 These are the Forms A to D. They are due at the time  
24 of the bid. If you have any questions about your MBE  
25 participation, certainly as stated, all questions should come

1 through to the Procurement Officer, but if you have a personal  
2 question about what you're doing concerning a vendor, that's not  
3 something that's open to the public because what you're trying  
4 to do, you may need assistance, certainly you are allowed to  
5 call us, directly, for that. That's not a question that's going  
6 to go out how you're trying to make your package together. So,  
7 our phone number is 410-767-3934, which is my number, directly,  
8 and Valerie Moore 3 -- 410-767-0546.

9           Now, this is just, strictly, technical. We have come  
10 across times to not cause you to lose time if you need some  
11 assistance in trying to identify something written about that  
12 firm that matches what you're trying to do, and you're not sure  
13 and you want to be, very, clear. We want you to be very  
14 successful and not let this be part of what would hold you back.

15           At the conclusion of all of this, you will be sent a  
16 letter from my office where you will be required to have a  
17 written agreement of what you're having this firm do, or firms,  
18 your signature and theirs. This agreement will be the basis for  
19 anything that shall happen, thereafter. You will be reporting,  
20 monthly, what you're spending with this firm. That's the way we  
21 do compliance. The minority firms will also be reporting what  
22 monies they've received, accordingly.

23           If you have any issues with your companies along the  
24 way, our office is the contact to let it be known so that we can  
25 make resolve, as soon as possible. You cannot list a company to

1 get the bid and then entertain additional people later and  
2 decide, oh, I changed my mind, I don't want Paul, I want  
3 Nannette. That can't happen, so do diligence up front.  
4 Entertain the people up front, get their prices up front, get --  
5 be very clear about what's going on so that that would not be  
6 the case on the back end. We don't grant switching firms in  
7 midstream and after the fact. Any termination shall be for  
8 cause and not convenience. And, therefore, there needs to be  
9 documentation of any problems and problems are brought to the  
10 table to be resolved before we reached that point.

11 Are there any minority-owned businesses here  
12 represented? Okay. So, minority-owned businesses, also, have  
13 to do minority participation with other minority firms; they're  
14 not exempt. In this particular case, this firm can bid as a  
15 prime, and this firm can also avail themselves to the rest of  
16 you for any opportunities that may exist as a sub. We don't  
17 encourage any form of collusion. So, we're not saying get your  
18 heads together about anything, but whatever is nonproprietary  
19 and fair, we encourage that to happen along the way where it  
20 might be a great opportunity for anyone. But, the minority  
21 businesses are equally required to bring in the same percentage.  
22 They cannot use themselves as part of the goal that they're  
23 trying to reach. So, I just want to make sure that everyone  
24 knows we're on a level playing field.

25 I think I've covered everything, except the waiver, so

1 that you understand. There's always a possibility that the  
2 goals being low that they are, that for some reason you're not  
3 able to meet them in all of your calculations. That being the  
4 case, let's just say in the case of Line 203 the goal is five  
5 percent (5%), and let's just say with all of your math you come  
6 up with 3.8 percent and there's absolutely nothing else you can  
7 procure. You would have to ask for a waiver for the difference,  
8 and you would have to explain it. I will tell you that your  
9 explanation is not, necessarily, that it will fly because we  
10 will look at what the next bidder was able achieve and wonder  
11 why this is impossible. But, you do have the right to ask for a  
12 waiver for those things that are not apparent.

13           If you contact firms and they just say "No thank you,  
14 I'm too busy, not interested," please get documentation that  
15 they would not participate with you. But, I can tell you, we  
16 have four thousand (4,000) plus firms certified in the  
17 directory. They're certified all over the world. You're not  
18 limited to Maryland, but we expect that these goals could be  
19 achieved. But, if you're having any difficulty, you must  
20 document it and request the waiver. It doesn't mean the waiver  
21 is going to be granted because it will be viewed by what other  
22 vendors have been able to do to achieve these goals. We think  
23 that they are moderate and conservative and quite possible.

24           Are there any questions?

25           [There were no questions.]

1 Good luck, everyone, and (inaudible).

2 MS. GIBSON: Thank you, Paula. Now, I'll turn it over  
3 to the Project Manager to go over the Scope of Services.

4 MR. SAFFRAN: Okay. The --

5 COURT REPORTER: -- Your name, please?

6 MR. SAFFRAN: Oh, Glen Saffran.

7 COURT REPORTER: Thank you.

8 MR. SAFFRAN: I'm Deputy Director for MARC and the  
9 Commuter Bus Program.

10 So, we -- Nannette mentioned we were -- there are two  
11 separate contracts. The first one covers just the 203 Route and  
12 the second one covers two routes combined, but the Scope of  
13 Services for these routes are fair -- pretty much, identical  
14 other than the actual vehicles that come with them, but it's --  
15 like she -- again, she mentioned there are three-year contracts  
16 with it, one two-year option.

17 We expect the service to start -- we don't have a  
18 specific day, but we're shooting for January of 2012 for the  
19 start for this service for all of these routes. The -- there's  
20 a period of -- obviously, to get the roadway to be opened up and  
21 we expect that to be well in advance of this to operate along  
22 the Intercounty Connector.

23 So, as far as the vehicle requirements, we have the  
24 same vehicle requirements of all of our contracts. We require  
25 at a minimum a fifty five (55) seat over-the-road-style motor

1 coaches. Obviously, they need to be air-conditioned. They need  
2 to be well maintained. They cannot be over twelve (12) years in  
3 age at any time operating on the service. They must be lift-  
4 equipped buses. Any time, whether it's MTA-owned equipment or  
5 contractor-owned equipment, you must provide lift-equipped --  
6 functioning lift-equipped buses. There are penalties for  
7 operating services without that and they're listed in the Scope  
8 of Service.

9           Okay. Obviously, there's maintenance. We require the  
10 contractors to maintain and provide insurance for not only their  
11 own equipment, but the equipment that's owned by the State. We  
12 have a specific maintenance program for the state buses. In  
13 most cases, it's very comparable to what you're used to  
14 maintaining your own motor coaches; however, we do have  
15 requirements and biannually we are auditing your inspections of  
16 our equipment. We have a Chief of our maintenance program that  
17 will go out there and, physically, audit your buses.

18           The -- each of the coaches that we own and that you  
19 operate on our service, we're required to have signage in the  
20 front of the bus. We'll provide the signage. It's your  
21 responsibility to replace them if it's lost or damaged, but  
22 it's, basically, trip number, route number. We'll make sure  
23 that we have those available for you prior to starting the  
24 service.

25           The -- okay -- Personnel. This, pretty much, is just

1 a -- this is all part of their package, right --

2 MS. GIBSON: Mm-hmm.

3 MR. SAFFRAN: -- They've all seen all of this --

4 MS. GIBSON: -- Yeah, they have it all.

5 MR. SAFFRAN: -- so, it's all together. There's some  
6 on-time performance standards and there's some damages listed  
7 that if you don't maintain that level of service that we --  
8 we'll issue liquidated damages when service falls below that  
9 level, and that's all spelled out.

10 We expect each service provider to identify a route  
11 manager for each contract, so that we have a direct report for a  
12 top- or mid-level manager to discuss any of the issues at any  
13 given time.

14 We have a couple other reports that are required, a  
15 Section 15 reporting every -- we have -- well, daily, we have  
16 daily accounting sheets. We expect the contractor to sell  
17 tickets and account for all the monies that are collected. And  
18 then, there's different operational reports, as well. The  
19 Section 15 reporting is every fourth business day. You're  
20 required to, actually, give us ridership at each stop when you  
21 pick people up. Normally, every -- on top of that, every given  
22 day, we require trip-by-trip ridership data, and we have forms,  
23 and there should be sample forms all in the package, that if you  
24 haven't seen those before, they're, pretty, straight forward.  
25 They're required to put out -- or put up the information and

1 turn it in, monthly. The way these services are paid for is  
2 monthly. The contractor will put in, submit a bill. When  
3 including that bill, it will be all the maintenance forms that  
4 were due from that past month and also, in addition to that,  
5 we'll have the -- all the ridership forms, cash collected forms.  
6 They'll all be due at the same time.

7 We, currently, require contractors to sell tickets,  
8 ten-trip tickets, punch style tickets, on our coaches. We  
9 require the operators, obviously, to punch the tickets and do  
10 accounting for that. We will give an allotment of tickets to  
11 start with. We'll do an estimate on what's needed, depending on  
12 the type of zone. All these three routes and two contracts all  
13 are Zone 3, I believe -- Tim, they're all Zone 3. So, it's one  
14 ten-trip ticket.

15 They're -- you're required to have a certain amount  
16 each contract. Each bus driver is required to have them for  
17 each trip for sale. And, again, we'll give an allotment out to  
18 start with, and then, at the close of this contract, or -- then  
19 we'll -- you'll be required to either pay the State back for  
20 those tickets or turn in what was unused up to that same amount  
21 that was allotted, initially.

22 And, I think, that, pretty much, covers the Scope of  
23 Service.

24 And then, the other thing is, also -- it's just the  
25 last thing on subcontracting of the service. It's not

1 disallowed. It is allowed, but it does require permission  
2 through the Procurement Office that if you are going to  
3 subcontract any of this service, specifically, running the  
4 trips, then, you are required to get the permission from the MTA  
5 Procurement Department to do that before putting someone else  
6 out there.

7 Yes, ma'am?

8 MS. CULLINGS: Paula Cullings. I have a question, and  
9 that is, I want to kind of clear up something regarding minority  
10 subcontractors or any subcontractors that would come on to the  
11 properties of the prime to perform maintenance or to do any bus  
12 cleanings. Are we requiring those people to have the same  
13 background drug testing investigations that we would have for  
14 the drivers? Is that something we require? We have a -- we  
15 have something we want our driver --

16 MR. SAFFRAN: Right.

17 MS. CULLINGS: -- operators to --

18 MR. SAFFRAN: Correct.

19 MS. CULLINGS: -- go through.

20 MR. SAFFRAN: Right.

21 MS. CULLINGS: What about the subcontractor's  
22 employees that may come on the properties of the prime  
23 contractor's facility to perform other types of services, bus  
24 cleaning, fueling, janitorial services, bring in the laundry,  
25 take out the trash, whatever it could be. Are we requiring that

1 they be background investigated and drug investigated or drug  
2 screened?

3 MS. GIBSON: No.

4 MR. SAFFRAN: Not --

5 MS. GIBSON: No.

6 MR. SAFFRAN: -- in this contract, no.

7 MS. CULLINGS: Okay.

8 MR. SAFFRAN: It's not. Something maybe we want to  
9 look at future contracts. Obviously, it can become an issue.

10 And, again, to emphasize what Paula had mentioned in  
11 her program that, you know, any term -- in any termination of a  
12 subcontractor has to be based on performance and not  
13 convenience. And, it's strongly recommended that you have a  
14 contract. Obviously, it doesn't have to be an elaborate  
15 contract, but in order to evaluate any performance or lack of  
16 performance, you have to have some sort of standards that you  
17 expect them to perform, and it could very, you know, very simply  
18 stated. Obviously, if they're -- you're requiring them to do a  
19 service for you, at some point, either they can provide it or  
20 you should provide it that there ought to be something in  
21 writing that you can measure them against that if there's any  
22 issues.

23 You know, to come to us at a later date or halfway  
24 through a contract and saying, "Well, we don't really like the  
25 work you're doing and that's not going to cut it," you really

1 have to have some sort of tracking. You know, hopefully, that's  
2 not the case, but we just want to make sure that, you know, if  
3 you don't have anything in writing with them, it's going to be,  
4 very, difficult to say that they have not performed to your  
5 standards if you haven't certainly laid them out to begin with.  
6 And, it can be, like I said, a lot of companies may even be able  
7 to provide that for you or have something that, you know, what  
8 you expect. It can very straight forward. The only thing is  
9 you want to make sure it, certainly, doesn't conflict with  
10 anything that the MTA contract has. You, certainly, can't  
11 require them to do things that are outside the scope of our  
12 services or you don't want to do that, as well.

13 MS. CULLINGS: Okay. Thank you. I just wanted to be  
14 clear if you were inviting people to do work on your property.

15 MR. SAFFRAN: Mm-hmm.

16 MS. CULLINGS: We've asked you to do certain things  
17 about the driver. Those things are not transferable to all with  
18 the other subcontract services.

19 MR. SAFFRAN: Mm-hmm.

20 MS. GIBSON: Any questions concerning the Scope of  
21 Work or MBE?

22 MR. SAFFRAN: Does anybody have any specific questions  
23 about the routes themselves, about the process that we're going  
24 through if you're not familiar with how we do that? I mean,  
25 obviously, we have our scheduling. Again, we don't have a

1 specific -- we have an estimated start time. We have public  
2 hearings scheduled as part of our process. Starting at the end  
3 of this month we'll have a series. I think it's four different  
4 times and locations that we're -- actually, a total of six  
5 meetings all together coming up starting at the end of this  
6 month, and where we go out and with, again a stenographer. We  
7 have an official -- allow people to give testimony about the  
8 services and, you know, sometimes because of those, there may be  
9 a slight tweak in the times or the schedule, but, I think, we're  
10 pretty close. If you've seen, within the package, what we  
11 expect to operate here, this is very, very close to what will be  
12 out there in the final push to get this thing going, up and  
13 going.

14 MS. GIBSON: No other questions?

15 [There were no questions].

16 MS. GIBSON: Okay. All questions and inquiries should  
17 be directed to me by **September the 20<sup>th</sup>, no later than 4 p.m.**,  
18 and that's when I receive all questions.

19 Technical proposals are due **Thursday, October the 6<sup>th</sup>,**  
20 **no later than 2 p.m.** here on this floor, the 7<sup>th</sup> floor, to my  
21 attention.

22 And, if you have nothing else, no other questions, I  
23 thank you for coming and have a good day.

24 MS. CULLINGS: Can I have back this form? I don't  
25 want you to get it mixed up, and you have one. Unless you

1 really need it, but it has a certain thing on it, and you want  
2 to stay with the one in your packet.

3 COURT REPORTER: Excuse me. Can you give the time for  
4 the record? What time is it now for the record?

5 MS. CULLINGS: Yeah --

6 MS. GIBSON: 10:45.

7 MS. CULLINGS: 10:45.

8 COURT REPORTER: Thank you.

9 (PRE-BID MEETING WAS CONCLUDED) .

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**CERTIFICATE OF TRANSCRIBER**

I, hereby, certify that the Maryland Department of Transportation, Maryland Transit Administration pre-bid meeting for Contract No. T-8000-0353; T-8000-0354 on 6 St. Paul Street in Baltimore, Maryland on September 13th, 2011 was recorded by means of electronic sound recording.

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

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

In witness whereof, I have affixed my signature this 26th day of September, 2011.

By:   
\_\_\_\_\_  
Lisa P. Campbell  
Transcriber