

OFFICIAL TRANSCRIPT OF THE
MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION
PRE-BID MEETING
FOR
METRO SNOW AND ICE REMOVAL MAINTENANCE SERVICES
PENN NORTH, PENN CENTRAL AND PENN SOUTH
CONTRACT NOS. T-8000-0363, T-8000-0396; and T-8000-0397

AUGUST 15, 2012

10:00 A.M.

Maryland Transit Administration
6 St. Paul Street, 7th Floor Conference
Baltimore, Maryland 21202

Agency:

Karen Elsey, MTA Procurement
Nanette Gibson, MTA Procurement
Paul Krysovaty, MARC Train Service
Beverly Hamlin, MARC Train/Commuter Bus Services
Brandi Bell, MTA Office of Fair Practices

Participants:

Richard Cope, A2Z Environmental Group, LLC
Alex Pierola, Tito Contractors, Inc. (TCI)
Antonio Lewis, Side by Side Lawns, Gutters and Homestaging, LLC
Sabrina Guildford, Side by Side Lawns, Gutters and Homestaging, LLC
Emilio Rodriguez, E&R Services, Inc.
Hugo Flores, E&R Services, Inc.
Donald Entzian, Locust Lane Farms, Inc.

Court Reporter:
Lisa P. Campbell
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Hyattsville, MD 20784
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1 MS. ELSEY: Okay, we're going to get started. This is
2 the Pre-Bid Conference for Wednesday, August 15th, 2012. Good
3 morning, and welcome. My name is Karen Elsey; I'm Procurement
4 Administrator for the Maryland Transit Administration. I'm the
5 Procurement Officer for this Solicitation, and I would like to
6 welcome you to the Pre-Bid Conference for the Solicitation
7 entitled -- there's three of them: Snow and Ice Removal
8 Maintenance Services for Penn North region, T-8000-0363; Penn
9 Central region, T-8000-0396; and Penn South region, T-8000-0397.

10 Please make certain you have signed and completed the
11 attendance sheet before you leave today. This conference is
12 being recorded, and I ask that you state your name, and firm,
13 clearly. I would like the MTA staff to introduce themselves,
14 and then, the vendors.

15 MR. KRYSOWATY: Paul Krysovaty, Chief of Facility
16 Maintenance with MARC Train.

17 MS. HAMLIN: Beverly Hamlin, I'm the Facility
18 Contracts Manager for MARC Train.

19 MS. GIBSON: Nanette Gibson, Chief of Operations for
20 MTA.

21 MS. BELL: Brandi Bell, MBE Compliance Officer for MTA
22 Office of Fair Practices.

23 MR. COPE: I'm Richard Cope with A2Z Environmental
24 Group.

25 MR. PIEROLA: I'm Alex Pierola from Tito Contractors.

1 MS. GUILFORD: Sabrina Guilford from Side by Side
2 Lawns, Gutters and Homestaging. Tony?

3 MR. LEWIS: Same as her, Antonio Lewis, Side by Side,
4 as well.

5 MR. RODRIGUEZ: Emilio Rodriguez from E&R Services.

6 MR. FLORES: Hugo Flores with E&R Service.

7 MS. ELSEY: Everyone has received a copy of the
8 Invitation For Bid, and I want to go over some key items. After
9 I go through the key items, I'll, then, turn everything over to
10 Project Manager in reference to the Scope of Work.

11 No Bid Notice. Turn to Notice of Vendor Contractor.
12 It's a No Bid Notice. It's after the Table of Contents. It's a
13 very important document. If you decide to not to bid, I would
14 like to know the reasons for not bidding. I ask that you,
15 please, send this completed form to me if you decide not to bid.

16 Section I, Solicitation Information and Instructions.
17 Again, please state your name and company, clearly, for the
18 record each time you ask a question or make a comment. Thank
19 you.

20 Purpose of the Invitation for Bid is for the MTA to
21 secure through a Competitive Procurement Process the services of
22 a qualified Contractor to furnish all necessary labor and
23 equipment with operations for Penn North region, Penn Central
24 region, and Penn South region for MARC Train service.

25 For the Project Description for the Penn North region,

1 it's Perryville, Aberdeen, Edgewood, and Martins; Penn Central
2 region, West Baltimore and Halethorpe; Penn South region,
3 Odenton, Bowie, and Seabrook.

4 State reserves the right to make this award by item or
5 group of items or total bid if it's in the best interest of the
6 MTA and the State.

7 Contractual Information. I am responsible for this
8 Solicitation, and I am sole point of contact for all matters
9 relating to this Solicitation. If you have any questions or
10 concerns, please direct them to me, and any questions must be in
11 writing. This may include, but not limited to, tabulations of
12 bid, announcement of apparent low bidders, award schedules, and
13 any Notices to Proceed.

14 The Issuing Office. This is the information you need
15 to contact me with. The Solicitation is in Section I, page 1,
16 and it's Karen Elsey, Kelsey@mta.maryland.gov. And, my phone
17 number is (410) 767-3591.

18
19 All inquiries must be directed to me by the due date
20 which is **Wednesday, August 22nd, by 4 p.m.**

21 For the Approved Equals and/or Exceptions, all
22 exceptions approved equals, and questions, clarifications
23 related to this Solicitation, must be submitted in writing and
24 received by **Wednesday, August 22nd, 2012 by 4 p.m.** Bidders must
25 use the Request for Exceptions/Approved Equals, Clarification

1 form, Attachment 3 for written questions or inquiries. Verbal
2 responses are not binding on the MTA.

3 For the Bid Submission, bids must be related no later
4 than 2 p.m. on Thursday, September 6th, 2012.

5 Any questions on that?

6 [There were no questions.]

7 MS. ELSEY: The Bid Form is in Section 4 of the IFB.
8 Bidders shall complete and submit their bids, as required on the
9 Bid Form. The MTA only accepts hard copies.

10 The Duration of the Contract is three years from start
11 date of Notice to Proceed with one (1) two-year option.

12 Addenda and Revisions to the IFB. If it becomes
13 necessary to revise this IFB before the due date for bids, an
14 addendum to the IFB will be posted on the MTA website. Bidders
15 shall acknowledge receipt of all addenda in the Transmittal
16 letter of the bid. Transmittal letter is located in Section 4.

17 Cancellation and Rejections of Bids. The State
18 reserves the right to cancel this IFB in accordance with COMAR
19 Regulation 21.06.02.

20 Acceptance of Terms and Conditions. By submitting a
21 bid in response to this IFB, bidders shall be deemed to have
22 accepted all terms and conditions as set forth in this IFB and
23 attached General Conditions For Maintenance Service. That's
24 Attachment 9.

1 Invoice Submission Requirements. The Contractor shall
2 submit, on a monthly basis, an invoice for services performed,
3 completed and/or accepted by the MTA. Payment to the Contractor
4 shall be no later than thirty (30) days after MTA's receipt of
5 an approved invoice.

6 Minority Business Enterprises. The Minority Business
7 Participation goal is as follows for each contract. There are
8 no sub-goals, no WBE or African-American owned.

9 MBE Goal for T-8000-0363, Penn North region, is
10 twenty-five percent (25%), no sub-goals; T-8000-0396, Penn
11 Central region, thirty percent (30%) with no sub-goals; T-8000-
12 0397, Penn South region, thirty percent (30%) with no sub-goals.

13 I'll turn this over to Fair Practices to go over the
14 MBE Participation and the MBE forms, Attachment 12 of the IFB.

15 MS. BELL: Good morning. Again, my name is Brandi
16 Bell, Office of Fair Practice. As stated earlier, the goals on
17 this project -- well, three projects, T-8000-0363 is twenty-five
18 percent (25%); T-8000-0396, and 0397, is thirty percent (30%).
19 The State of Maryland's MBE/DBE Program requires all bidders,
20 offerors and proposers to comply with the goals as set for the
21 participation. These goals should be obtained from MBE and/or
22 DBE firms. The firms must be certified by MDOT. If a firm is
23 not certified by now, the likelihood of them being certified by
24 the time the bid submission is due, it's not a great chance, and

1 we do not take pending status. So, you have to make sure that
2 they are certified.

3 In order to find out if a firm is certified, you can
4 go on MDOT's website, which is www.mdot.maryland.gov. The
5 Directory is user-friendly. When you get to the Directory, you
6 see a NAICS code with the letter, "G" in front of it, that means
7 that the Contractor has graduated from that particular NAICS
8 code, therefore, you cannot use them for participation on that
9 NAICS code. However, you can use them for participation with
10 any other goods or service, just with that specific, NAICS code,
11 you can't use them.

12 Next, I'll pull your attention to those two documents,
13 MBE Form A and MBE Form B. Please make sure that these
14 documents have "State Funding" (indicating) at the top. At the
15 top of the form, it should have "State Funding."

16 Form A is the Certified MBE Utilization and Fair
17 Solicitation Affidavit. This Form is, simply telling us that
18 you commit and understand the overall participation of these
19 goals.

20 If you believe that your firm cannot achieve the
21 established, overall goal, you have a right to request a waiver,
22 in which you would check the second box (indicating). The
23 waiver request must be submitted in writing within ten (10)
24 business days following the notification that your firm is the
25 apparent awardee or low bidder. Your request must include a

1 detailed statement of the efforts made to select the certified
2 MBE's and why you're not able to meet the goals. All requests
3 will be evaluated, and they must be on company letterhead.

4 Please make sure that you accurately complete, and
5 submit, this Affidavit, as required. Failure to submit or
6 obtain the appropriate signatures will result in the bid being
7 deemed as non-responsive. This is critical because you won't be
8 able to re-submit these forms. And, also, it is not guaranteed
9 that your waiver request will be honored, so please, be detailed
10 about why you're requesting that waiver.

11 Moving to Form B. This Form is the MBE Participation
12 Schedule, which lists the certified MBE firms that you will be
13 utilizing. It is important that you contact them as soon as
14 possible. Part 1 is the set of Instructions which I am going
15 over today. This tells us which MDOT certified firms you'll be
16 using. In Column 1, you will name the firm. That's on page 3.
17 In Column 1, you will name the firm. In Column 2, you will put
18 their certification number, and this information is on MDOT's
19 website. And, in Column 3, you will tell us what
20 percentage you will be paying that firm. Please make sure that,
21 on the second page of this form, you do sign because failure to
22 sign will mean that we didn't receive the form, and therefore,
23 sometimes you're not able to get a second chance. So, please
24 make sure that you sign the back of that form.

1 Also, for Forms C and D: You have the opportunity to
2 submit these forms when you submit A and B, but it's not
3 mandatory. Form C and D, simply tells us how you went about
4 bidding, what steps you took, and Form D is the actual
5 signatures of the subcontractors that you'll be using.

6 If you have any questions, please submit them in
7 writing to the Procurement Officer. If you have any questions
8 pertaining to the MBE's you want to utilize, you can ask MDOT
9 directly, or you can contact our office.

10 If you're awarded the contract, you'll be notified by
11 Procurement through a Notice to Proceed letter, and then our
12 office will send you a letter stating your requirements and
13 submitting information pertaining to the contracts. Again, you
14 will receive that letter from us on company letterhead. You
15 will also be required to submit monthly payment reports.
16 Instructions on how to submit those monthly payment reports will
17 be in our letter. If you would like to change subcontractors,
18 at any time, during this project, you must submit the request in
19 writing to the Project Manager as well as our office. There
20 must be justification as to why you wish to change
21 subcontractors. You cannot change without notifying us first or
22 they will not receive the participation goal. We will evaluate
23 that request and approve or disapprove depending on the
24 circumstances.

25 Do you have any questions?

1 [There were no questions.]

2 MS. BELL: If you have any questions later, you can
3 contact our office, and our number is (410) 767-3944.

4 MS. GIBSON: But, if you have any questions, you
5 should come through the Procurement Officer, first.

6 MS. BELL: Yes.

7 MS. GIBSON: And, we will make sure that you get your
8 requests up to the Office of Fair Practices.

9 MR. COPE: Excuse me. I had a question.

10 You talked about the percentages 25, 30, and 30
11 percent, but I don't understand. You said they were for what
12 minorities?

13 MS. BELL: -- The subcontractors you will be using?

14 MR. COPE: Yes.

15 MS. BELL: So, if in fact, you are --

16 MS. GIBSON: State MBE's.

17 MS. GIBSON: They're MBE's, not DBE's.

18 MS. BELL: Right.

19 MR. COPE: Okay. So, our company is a WBE, so would
20 that mean that --

21 MS. GIBSON: -- You're a prime? You're going to be a
22 prime? If you're a prime, you still have to meet the goal.

23 MR. COPE: Okay.

24 MS. GIBSON: You still have to meet the MBE goal.

25 MR. COPE: Okay.

1 MS. BELL: Thank you.

2 MS. GIBSON: You're welcome.

3 Any other questions?

4 [There were no additional questions.]

5 MS. ELSEY: I want to bring your attention to
6 Attachment 11, the Living Wage Requirement. Please
7 read and fill out the Affidavit Agreement. If you have any
8 questions on that, you can visit the website at
9 www.dllr.state.md.us.labor/livingwages. This is a Tier 1
10 contract. So you follow the guidelines for Tier 1.

11 Insurance Requirements. The MTA requires that the
12 prime has five million dollars (\$5,000,000) of insurances.

13 Any questions on that?

14 [There were no questions asked.]

15 MS. ELSEY: Beverly, I'm going to turn this over to
16 you, now, as Project Manager, and let you discuss the Scope of
17 Services.

18 MS. HAMLIN: Okay. Good morning. My name is Beverly
19 Hamlin. I'm the Facility Maintenance Contracts Manager. I'll
20 start out with Safety. If you win the bid, any crew that's
21 going to be removing snow from the platform have to take AMTRAK
22 Safety Awareness class. It's a four hour class. They must
23 speak, understand and read English to take the class. Everyone
24 has to pass the class. There will be times when the FRA will
25 come out to a site and check to make sure that each individual

1 who's on the platform removing snow, does have a AMTRAK ID
2 Safety Card. And, we have safety classes at the beginning of a
3 snow season. So, sometime in September or October, we'll have
4 classes. It's mandatory classes that everyone must take if
5 they're going to remove snow. The crew that's removing snow
6 from the parking lots don't have to take the class, only the
7 crew that you're going to be using to remove snow from the
8 platforms will have to take the class.

9 MR. COPE: Where are the classes held?

10 MS. HAMLIN: 1515 Washington Boulevard. It's always
11 held in the morning, usually, from 9 to 12. And, you'll get
12 your picture, right there. They'll take the pictures and give
13 you your cards, right there.

14 Any questions about the safety?

15 [There were no additional questions.]

16 MS. HAMLIN: Paul, did you want to go into the
17 details?

18 MR. KRYSOWATY: I guess everyone has this Contract
19 that, actually talks about the Scope of Work?

20 MS. ELSEY: It's in the Solicitation.

21 MR. KRYSOWATY: Obviously, safety is anytime working
22 with the trains. I guess, most of you have worked with us
23 before. I don't know, but we're governed by the safety
24 regulations by FRA, and they will inspect. And, so, and not

1 only with the check for cards, but appropriate PPE, anyone who's
2 going to be, it's outlined in here.

3 As far as operating goes, we'll just give you, at
4 least, a two (2) hour notice for a snow event, and I'll be
5 monitoring, as well as my staff, and seeing where you guys are,
6 and documenting when you're starting and when you're off service
7 and so forth.

8 Do you have any questions for me as far as operating,
9 here?

10 MS. GUILFORD: [Raised hand.]

11 MR. KRYSOWATY: Yes, please -- Sabrina?

12 MS. GUILFORD: Yes. Sabrina, Side by Side. You
13 mentioned two (2) hours that you'll be giving notice. In the
14 documentation, it said that -- we have two (2) hours to respond
15 to you and eight (8) hours to report to the site. Can you
16 clarify that, please?

17 MR. KRYSOWATY: The document that I have, according to
18 this, a two (2) hour notice to report.

19 According to here, on Section 2, Item C., under "Time
20 Service to be Rendered," point number 2, "The Contractor shall
21 ensure that at each location awarded in the contract, the
22 equipment, operators, and/or labor crew are on site within two
23 (2) hours after notification by MARC contact person." That's
24 me.

25 So, is there a different Section that you were

1 referring to?

2 MS. GUILFORD: I will send it back to Ms. Elsey when I
3 go back to the office and find it. I didn't highlight it, but
4 when you call within two (2) hours of talking to you, we have to
5 have our crew on-site?

6 MR. KRYSOWATY: Within two (2) hours of notification,
7 you have two (2) hours to mobilize and you guys will be watching
8 the weather report, so you're going to know it's coming.

9 MS. GUILFORD: Thank you.

10 MR. COPE: Is the notification based upon a certain
11 snowfall amount?

12 MR. KRYSOWATY: I'll make that call. You know, we
13 just have to stay operational. I'll just make that call. And,
14 likely, you guys will probably be calling me, 'Hey, what's up?'
15 I'll be giving you as much notice as possible, but the Contract
16 says two (2) hours.

17 MR. COPE: Okay.

18 MS. GUILFORD: Sabrina from Side by Side, again.
19 Leads me to another point. Is there a minimum amount of inches
20 that dictate when -- what's the threshold. Is it a minimum of
21 three inches or is it a minimum of five inches before you have
22 your team mobilized?

23 MR. KRYSOWATY: I don't have a minimum; I just have to
24 be safe. So, that's just going to be a call based on where it
25 is. If it's on a weekend, and it's going to be warm the next

1 day, and it's only a couple of inches, I'm, probably not going
2 to call you out. If it's in the middle of our run right before
3 the first trains go out, well, we need to be safe. So, that's
4 just a call I'm going to have to make on a case by case basis.
5 But, I don't have a set criteria to go by. I know most
6 contracts, commercially, you just go out when you have four
7 inches or whatever, but we'll just make that call call you out.

8 MS. GUILFORD: And, it's snow, not just -- not only
9 ice; it doesn't have to be ice, it's snow and/or ice?

10 MR. KRYSOWATY: That's correct.

11 MS. GUILFORD: Okay. Thank you.

12 MR. KRYSOWATY: Hugo?

13 MR. FLORES: Yes. I have a question. The guys that
14 you call to show up, and don't snow at all, do you pay for show
15 up time or from the time to . . . ?

16 MR. KRYSOWATY: I think there's a provision in the
17 Contract for stand-by time.

18 MR. FLORES: Yes?

19 MR. KRYSOWATY: So, if we had you on stand-by, and
20 nothing ever happens, I guess, you get paid for your stand-by.
21 Like I said, I don't have that big document, right there. So, I
22 didn't get a chance to read that.

23 MS. GIBSON: It's in the Scope of Work.

24 MS. ELSEY: -- page 2.

25 MS. GIBSON: All of that's in the Scope of Work.

1 MR. KRYSOWATY: Okay.

2 MS. ELSEY: Number 6.

3 MR. KRYSOWATY: Oh, number 6, here. Number 6 on --

4 MS. ELSEY: -- Page 2, number 6.

5 MR. KRYSOWATY: Page 2 -- oh, there it is up top,

6 there. The stand-by time, the hourly rate is fifty percent

7 (50%).

8 MS. GIBSON: Fifty percent (50%).

9 MR. KRYSOWATY: So, you'll be paid for your stand-by
10 time.

11 MR. FLORES: Okay. Thanks.

12 The Contractor has to provide the sand or MARC?

13 MR. KRYSOWATY: The salt, I think, in this was
14 specified, yes.

15 MS. HAMLIN: -- We provide the salt. We'll give you a
16 list of dome sites to go to, and then, we'll, also supply the
17 bag salt.

18 MR. FLORES: Okay.

19 MS. GUILFORD: Question. For the dump truck on each
20 site, do we have to have, at each site, even if they're like
21 within five miles of each other, do we have to have a dump
22 truck, salt spreader, and all the equipment, at each site,
23 simultaneously?

24 MR. KRYSOWATY: I think that's what it's

1 specifying, here. Just so that everything can go at the same
2 time. We don't have to wait on your equipment to finish. If
3 you have a big snow, then, the other work is not getting done.

4 MS. GUILFORD: Okay.

5 MS. HAMLIN: With the Penn Line -- the Penn Line runs
6 all day. During non-peak hours, they're running trains once an
7 hour, so we have people going in and out of the station all day.
8 So, if it snows, and you're at one location, and not at the
9 other, you still got people who are coming and going through the
10 ice and snow. So, we need people at every location at the same
11 time just because we have people who are in and out of stations
12 all day long.

13 MR. PIEROLA: Question --

14 MR. KRYSOWATY: -- You are?

15 MR. PIEROLA: -- Alex, from Tito Contractors.
16 Salt from the domes to the job site, is that time being
17 reimbursed or how is that?

18 MR. KRYSOWATY: -- Yeah, there's a provision in the
19 Contract where you will be -- let me find that, here. We'll
20 tell you where the nearest sites are, and that you'll be
21 compensated for your time.

22 MR. PIEROLA: Okay.

23 MR. KRYSOWATY: Let me find that here.

24 MR. PIEROLA: And, that's in the --

1 MR. KRYSOWATY: -- It's in this -- I just read it
2 here. Let me find it.

3 MS. GIBSON: Page 3.

4 MR. PIEROLA: But, in unit prices, which would that
5 correlate to?

6 MS. GIBSON: Page 3.

7 MR. PIEROLA: This loader, I mean, their dump truck?

8 MR. KRYSOWATY: Yeah, I mean, obviously, you're going
9 to have a dump truck.

10 MR. PIEROLA: Yeah.

11 MR. KRYSOWATY: They'll load it there.

12 MR. PIEROLA: Right.

13 MR. KRYSOWATY: You don't have to trail your loader up
14 there, they'll have that equipment at the site -- the dome site.

15 MR. KRYSOWATY: Did you say on page 3? Did you find
16 something?

17 MS. GIBSON: Yeah, page 3.

18 MR. LEWIS: Excuse me.

19 MS. GIBSON: Item 4.

20 MR. KRYSOWATY: Item 4.

21 MS. ELSEY: Salt is not an invoiced expensed item.
22
23
24
25

1 MR. KRYSOWATY: You can't invoice as we're
2 providing the salt, but, you're going to be in service at that
3 time, so for that vehicle, and I guess, whoever's operating it.
4 So, you will be charging the service rate.

5 MR. LEWIS: Excuse me. I need to be excused. I need
6 to go down and pay some more money on my meter.

7 MR. KRYSOWATY: Okay.

8 MR. LEWIS: I'll be back.

9 MS. GIBSON: Okay, you can come back. We're going to
10 keep going.

11 MR. COPE: Let me go back to two (2) hour response
12 time.

13 MR. COPE: -- If you're providing the salt --

14 MR. KRYSOWATY: You are Richard?

15 MR. COPE: Yes.

16 MR. KRYSOWATY: Okay.

17 MR. COPE: So, if you're providing the salt, and when
18 we go to the domes to pick it up, the two (2) hour response
19 time, is that to be at the platforms or two (2) hours to be
20 picking up salt, to get your load to mobilize, to arrive at the
21 platforms?

22 MR. KRYSOWATY: Your crew should mobilize and be on
23 site within two (2) hours. So, you're just talking about a dump
24 truck and an operator.

25 MR. COPE: Yes?

1 MR. KRYSOWATY: You're still going to have your crew
2 clearing the platforms.

3 MR. COPE: Okay.

4 MR. KRYSOWATY: and sidewalks.

5 MR. COPE: Alright.

6 MS. GUILFORD: I have a question. There's three
7 different contracts going on, here. So, some of them, I believe
8 that the three of them have certain caveats that are, slightly,
9 different.

10 MR. KRYSOWATY: Yeah, I just noticed with the (page)
11 4, but what differences are you catching?

12 MS. GUILFORD: Well, one is the Scope of Work. You
13 know, like Richard mentioned, about the two (2) hours. If he's
14 bidding on the larger region, with five, six, seven locations
15 and, he's got two (2) hours to get out there from point A,
16 wherever his office is to get to five, six locations in a snow
17 storm, is there any leeway for those contractors that are
18 bidding on the large contracts? Is there any provision in there
19 that talks about that?

20 MR. KRYSOWATY: You have to understand, we're the MTA;
21 we don't stop. We keep on going, so the trains have to be open.
22 So, we need people, at each location, to arrive within two (2)
23 hours to start process.

24 MS. GUILFORD: Okay.

1 MR. KRYSOWATY: Now there will be times here in
2 Maryland when weather events happen without much warning.

3 MS. GUILFORD: Okay.

4 MR. KRYSOWATY: And so, if you know a big event's
5 coming, we can mobilize before it, actually, starts snowing.
6 And, that's the goal. But, you know, if you're bidding on all
7 them, we're going to need crews as outlined, here, at every
8 single station, ready to go, and mobilized.

9 MS. GUILFORD: Okay.

10 MR. ENTZIAN: [Raised hand.]

11 MR. KRYSOWATY: Yes

12 MR. ENTZIAN: Donald.

13 But, you won't, necessarily, call out
14 every piece of equipment you've got spec'd? I mean, you've got
15 two loaders spec'd?

16 MR. KRYSOWATY: That's correct.

17 MR. ENTZIAN: Getting into snow, you're not going to
18 call floaters?

19 MR. KRYSOWATY: No.

20 MR. ENTZIAN: But, yet you have to have them reserved
21 for that job.

22 MR. KRYSOWATY: You got to have them ready for it,
23 yes.

24 MR. ENTZIAN: Correct.

1 MS. GUILFORD: And, it's an as-needed, on-call type of
2 contract.

3 MR. KRYSOWATY: Yes, I would make the call and call
4 you to mobilize.

5 MS. GUILFORD: Okay.

6 MR. ENTZIAN: And, do you do any of it in-house?

7 MR. KRYSOWATY: We had some in-house -- we have two
8 in-house plows but, that's for all of the MARC, not just the
9 Penn Line.

10 MS. GUILFORD: Okay.

11 MR. KRYSOWATY: So --

12 MR. ENTZIAN: -- It's more like after an event,
13 you have some re-freeze or something, you guys, usually, handle
14 that?

15 MR. KRYSOWATY: Or --

16 MR. ENTZIAN: -- if it's small.

17 MR. KRYSOWATY: -- Yes, or if we need you guys to
18 come out and do that, we'll ask you to do that, too.

19 MR. ENTZIAN: And, is there a minimal when you call?
20 I mean, is it a four (4) hour minimal, eight (8) hour minimal or
21 is it just however long you're there?

22 MR. KRYSOWATY: However long you're there.

23 MR. ENTZIAN: And, does the clock start from the time
24 you call or from the time you arrive?

1 MR. KRYSOWATY: From the time you arrive. We don't
2 pay for travel to and from. So, just call me, 'Hey, I'm on-
3 site.'

4 MR. ENTZIAN: So, you could, actually, call out one
5 hour and you're done, and that's all you're getting paid?

6 MR. KRYSOWATY: Right.

7 MR. ENTZIAN: Do you do pre-treats?

8 MR. KRYSOWATY: That's a good question. Not
9 typically.

10 MS. HAMLIN: No. We never call anybody to
11 pre-treat. Normally we haven't called anybody out before a
12 snow.

13 MR. ENTZIAN: Okay.

14 MS. HAMLIN: If the weatherman said it's going to snow
15 at two o'clock, well, they're not going to call you at 12
16 o'clock, and say, 'Hey, it's supposed to snow' -- they're going
17 to call you once it starts snowing.

18 MR. ENTZIAN: And, like a year like last year, I mean,
19 we didn't have much snow. Did you utilize a contractor, at all?

20 MR. KRYSOWATY: It was very little -- I think there
21 was one event in October?

22 MR. ENTZIAN: Alright.

23 MS. HAMLIN: Yeah. I think maybe one or two.

24 MR. KRYSOWATY: Yeah, not much.

25 MS. HAMLIN: Not much, at all.

1 MR. KRYSOWATY: The previous year, snow contractors
2 were living for a little while with all the snow we got --

3 MR. ENTZIAN: Right.

4 MS. HAMLIN: Right. So, it just varies. I mean, we
5 never know when we're going to have it. In the past, if you
6 know it's going to snow, you can call in and say, 'Hey, I heard
7 it's going to be a snow.' Yeah, but we'll call you. You may
8 want to get your stuff, together because it's supposed to be a
9 big snow, but, officially, we're not going to call you until
10 it's time for you to come out.

11 MR. ENTZIAN: Okay.

12 MS. HAMLIN: You know, we can say, 'Hey, you know,
13 they are calling for snow, and maybe you need to get your stuff,
14 together.' But, officially, we aren't going to call you out.

15 MR. ENTZIAN: Do you pay any retainer?

16 MR. KRYSOWATY: For what?

17 MR. ENTZIAN: I mean, a lot of agencies, once you get
18 the contract, they come out and inspect your equipment, and
19 you'll get, five hundred bucks for each pick-up whether it snows
20 or not.

21 MS. GIBSON: No.

22 MS. GUILFORD: Which brings me to a question of you
23 estimate 20 events over the three (3) year life of the contract?

24 MR. KRYSOWATY: That's what we're asking for the
25 proposal to be based on.

1 MS. HAMLIN: Yes.

2 MS. GUILFORD: Okay, and so, we're billing you at a
3 hourly rate, based on a as-call when it happens? So, say the
4 low bidder comes in with a contract of "x" dollars, does it
5 mean, they may make \$50 of that over the course of the contract?

6 MR. KRYSOWATY: -- Yeah, I mean, you're looking at a
7 snowfall based on using all of the equipment outlined in here
8 for each station.

9 MS. GUILFORD: Okay.

10 MS. HAMLIN: Based on it snowing.

11 MS. HAMLIN: But, you could make more, you could make
12 less. We could have a blizzard every year, and it could be, you
13 know, and we have to go over that or we may have no snow, at
14 all, but just a dusting, so snow -- you just can't predict it.

15 MR. COPE: Do you have someone at the stations who
16 will be responsible to sign for a time-sheet or a job ticket?

17 MR. KRYSOWATY: I'll be in contact with you, as well
18 as my staff. Our job is to monitor every station and see how we
19 are doing and relay that to operations to see if the tracks open
20 -- I mean, if the stations, and -- we communicate with all the
21 passengers. A lot of them are connected through e-mail and text
22 alerts and all of that. So, we'll be monitoring it during the
23 snow event, yes.

24 MR. COPE: Okay, I guess my question is typically,
25 when we perform a service or a job, you're going to have the

1 time you called us to begin when the clock starts. But, we,
2 typically, have internal paperwork that says, this job is, now,
3 complete, and one of your representatives signs, and accepts
4 that this job is complete, so that if we leave and all of a
5 sudden like the snow blows the, there's a drift or something
6 that where we cleaned the platform. It was done at 11 o'clock
7 when we left. It's not our fault that the wind blew the drift
8 back or whatever?

9 MR. KRYSOWATY: Right. The Contract provides for a
10 call, where, basically, the whole MARC system is 44 stations.
11 So, we'll have limited staff. It's impossible to get there when
12 we want to be there when you guys are finished.

13 MR. COPE: Okay.

14 MR. KRYSOWATY: So, according to the Contract, a phone
15 call is sufficient. We track that. We also have cameras --
16 video cameras, at every location. So, we can look at it and
17 verify that way as well. A phone call, and then, I document it.

18 MR. COPE: Okay.

19 MS. ELSEY: Any more questions?

20 [There were no additional questions.]

21 MS. ELSEY: Okay. Please remember to submit your
22 questions in writing to me by **August 22nd, 2012 no later than 4**
23 **p.m.**

1 **Bids are due on Thursday, September 6th, 2012 no later**
2 **than 2 p.m.** This is a public bid opening, and will be held on
3 the 7th floor, and that's the other side, Room 742.

4 Anything else anybody wants to ask or comment on?

5 MR. FLORES: We can visit in the station to see the
6 parking?

7 MR. KRYSOWATY: Yes. You can get online. They have
8 brochures, an outline of the stations that, you know, shows
9 where each location is and the address.

10 MR. FLORES: Okay.

11 MR. PIEROLA: Do you have the previous rates from the
12 previous contract?

13 MS. GIBSON: Those rates are not provided without a
14 written request. If it's public information, you need to send
15 in a letter and it has to go to our lawyers, and then, they will
16 have thirty (30) days to respond back to you.

17 MS. ELSEY: Okay. That concludes the meeting. Thank
18 you all for coming.

19 VARIOUS SPEAKERS: Thank you.

20 (PRE-BID MEETING WAS CONCLUDED.)

21

CERTIFICATE OF TRANSCRIBER

I, hereby, certify that the Maryland Department of Transportation, Maryland Transit Administration Pre-Bid meeting for Contract Nos. T-8000-0363, T-8000-0396; and T-8000-0397 held at 6 St. Paul Street in Baltimore, Maryland on August 15th, 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 and subsequent award.

In witness whereof, I have affixed my signature this 22nd day of August, 2012.

By: 

Lisa P. Campbell
Transcriber