

OFFICIAL TRANSCRIPT OF THE  
MARYLAND DEPARTMENT OF TRANSPORTATION  
MARYLAND TRANSIT ADMINISTRATION  
PRE-BID MEETING  
FOR  
ANCILLARY REPAIRS, MAINTENANCE & MINOR  
CONSTRUCTION-ACCESS CONTROL AND PHYSICAL SECURITY  
CONTRACT NO. T-1353  
OCTOBER 6, 2011  
10:30 A.M.

Maryland Transit Administration  
6 St. Paul Street, 6<sup>th</sup> Floor Conference  
Baltimore, Maryland 21230

Agency:

Vanessa Ashe, Procurement  
Kim Keene, Operations Technology  
Lisa Cotton, MTA  
Yosief Berhane, MTA  
Paula Cullings, Office of Fair Practice

Participants:

William Pryor, Entry Control Systems, Inc.  
William Goodworth, Vanalt Elect Construction  
Ron Brunt, Intellect Corp.  
Tara Madison, RichMoe Enterprises  
Richie Mohammed, RichMoe Enterprises  
Jamie Hill, Arica Consulting & Construction  
Mickey Seidel, G4S Technology, LLC  
Afi Douez, eVigilant Security  
Roger Echeandir, TIC Security  
Michael Wilson, Marathon Systems, Inc.

Court Reporter:  
Saundra Jackson  
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Hyattsville, MD 20784  
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1 MS. ASHE: I'd like to say good morning to everyone.  
2 I'd like you to know that we have a court reporter present  
3 today, so before asking your questions, I'll please ask you to  
4 state your name and your company. I'll also strongly recommend  
5 that you follow up all questions asked, today, in writing.

6 Again, good morning. My name is Vanessa Ashe. I'm  
7 the Procurement Officer on this project. Today is Thursday,  
8 October 6<sup>th</sup>, 2011. It's around 10:30 a.m. This is the pre-bid  
9 meeting for Solicitation T-1353, Ancillary Repairs, Maintenance,  
10 and Minor Construction, Access Control and Physical Security.

11 The project -- I'm sorry, Project Description is the  
12 work to be performed under this contract includes the furnishing  
13 of services necessary for the accomplishment of miscellaneous  
14 minor construction, repairs, and maintenance work for the  
15 administration's operation's technology department in its  
16 efforts to provide facility security and enhance operational  
17 performance for MTA's bus, Light Rail, Metro, Mobility, and MARC  
18 facilities. Facilities include the Maryland Transit Agency  
19 stations, buildings, track ways, divisions, platforms, and  
20 mobile assets located in various Maryland counties and Baltimore  
21 City.

22 Work may include repairs, additions, and modifications  
23 to existing gates and fencing, electrical power and control and  
24 communication systems, including, but not necessarily limited  
25 to, the unitary access control system, wireless networks, fiber

1 optic carrier, digital networks, video teleconferencing systems  
2 and CCTV. The work may include only electrical and system's  
3 installation work in accordance with supplied drawings,  
4 specifications or it may also require the contractor to perform  
5 additional design in response to a given task of performance  
6 requirements.

7 This project has a "not to exceed" amount of ten  
8 million dollars (\$10,000,000.00). Up to four (4) contracts will  
9 be awarded from this Solicitation.

10 The Contract Duration is for three (3) years.

11 Twenty-five percent (25%) of the work must be  
12 performed by the Contractor's own forces.

13 Liquidated damages will be assessed at two hundred  
14 dollars (\$200.00) per calendar day.

15 A DBE subcontracting goal of thirty percent (30%) has  
16 been established.

17 This project is federally funded, and is subject to  
18 Section 165 Buy America Requirements of the Surface  
19 Transportation Systems Act of 1982.

20 The Deadline for questions is **October 21<sup>st</sup>, 2011**. All  
21 questions must be directed to my attention at the Administration  
22 Office located at 6 St. Paul Street or via e-mail at  
23 Vashe@MTA.maryland.gov, which is on your contact list. Faxed  
24 messages will not be accepted, unless accompanied by a telephone  
25 notification at 410-767-3353. Our fax number, also included on

1 your contact sheet, is 410-333-4810.

2 An addendum will be issued after the deadline for  
3 questions has passed. The addendum will include responses to  
4 contractor's written questions and any changes which need to be  
5 made to the Specifications. All plan holders will be informed  
6 by e-mail when the addendum has been issued and ready to  
7 download from MTA's website.

8 Bidders are required to acknowledge all addenda by  
9 signing a copy of each addendum, cover letter, and include in  
10 your bid package. It is the responsibility of the contractors  
11 to make sure they download all appropriate documents prior to  
12 the bid due date.

13 I also want to stress the Deadline for questions is  
14 October 21<sup>st</sup>. We will not accept any questions after October  
15 21<sup>st</sup>.

16 Bids are due on **November 7, 2011, no later than 2 p.m.**  
17 Bids should be sealed and addressed to the Maryland Transit  
18 Administration, 6 St. Paul Street, and marked "Bid for Contract  
19 Number T-1353, Ancillary Repairs and Maintenance, Minor  
20 Construction, Access Control and Physical Security." Please  
21 mark your bids, accordingly. If they go to our mailroom, we  
22 want to make sure that we receive your bids, put them in the bid  
23 box prior to bid opening. Hand-delivered bids should be  
24 deposited in the bid box located on the 7<sup>th</sup> floor next to the  
25 elevators before the 2 p.m. deadline. At that time, bids will

1 be publicly opened and read aloud. Bid prices are irrevocable  
2 for one hundred fifty (150) days following the bid opening.

3 Awards. The Maryland Transit Administration intends  
4 to award multiple contracts. Again, up to four (4) contracts  
5 for this Solicitation.

6 The contractor submitting the lowest bid will be  
7 awarded that task. The respective responsible low bidder will  
8 be advised of the actual "not to exceed" contract amount prior  
9 to contract execution and will be awarded that amount. Based on  
10 the current program, again, the budget is approximately and "not  
11 to exceed" ten million dollars (\$10,000,000.00).

12 The MTA does not imply or guarantee that the  
13 contractor or contractors will receive the grand total, the  
14 price bid, or the amount budgeted during the life of the  
15 contract. The contract will -- contractor will only be  
16 compensated for the actual work, satisfactorily, completed and  
17 accepted on a task-by-task and item-by-item basis as required by  
18 the MTA and in accordance with the standard provisions and  
19 technical provisions of this contract.

20 A Bid Bond. Each bid exceeding one hundred thousand  
21 dollars (\$100,000.00) must be accompanied by a Bid Bond on a  
22 form furnished by the Administration and five -- in the amount  
23 of five percent (5%) of the bid price.

24 A performance and payment bond is also required for  
25 all construction contracts in excess of one hundred thousand

1 dollars (\$100,000.00).

2 eMaryland Marketplace. eMaryland Marketplace is an  
3 electronic commerce system administered by the Maryland  
4 Department of General Services. Because of the instant access  
5 afforded by eMaryland Marketplace, it is recommended that all  
6 bidders interested in doing business with Maryland state  
7 agencies subscribe to eMaryland Marketplace. And, I do believe  
8 that information is also on your contact sheet.

9 Electronic charge -- funds transfer on every  
10 solicitation for a contract expected to exceed two hundred  
11 thousand dollars (\$200,000.00). The bidder will be required to  
12 accept payments by electronic funds transfer, unless the State  
13 Comptroller's Office grants an exemption.

14 Insurance requirements. The contractor and  
15 subcontractors are responsible for all insurance for this work,  
16 including Worker's Compensation and Employer's Liability,  
17 Comprehensive General Liability, Owner's Protective Liability,  
18 Builders' Risk, Automobile Liability, Pollution Liability, and  
19 Excess or Umbrella Liability. Railroad Protective Liability  
20 Insurance may be required per task if the work is done within  
21 fifty feet (50 ft.) of the track.

22 The Maryland Transit Administration will utilize an  
23 Owner Controlled Insurance Program, known as OCIP, for the  
24 Railroad Protective Liability insurance on this construction  
25 project.

1           On page BF 4 of your Bid form, item number two (2), is  
2 the line item that you would include your amount for Railroad  
3 Protective Liability insurance. This amount should not be  
4 included in your base bid. This amount will only be added to  
5 the base bid in the event that the bidder is excluded from the  
6 wrap-up insurance program or the program is terminated mid-term.

7           A Hiring Agreement. By submitting a bid or a proposal  
8 in response to this Solicitation, the bidder agrees to execute  
9 and comply with the Maryland Department of Human Resources  
10 Hiring Agreement. The Hiring Agreement provides that the  
11 contractor and DHR will work together to promote hiring by the  
12 contractor of qualified entry level Maryland Temporary Cash  
13 Assistance customers to fill entry level openings resulting from  
14 this Procurement.

15           When there is a Hiring Agreement in the package, your  
16 Solicitation package. If you will look at it, I believe it's  
17 page 203, there is a space that you need to fill in, and that  
18 tells us how many people or how many openings that you will have  
19 for this particular program, so you need to fill that in. A lot  
20 of times, the contractor will just include the package and  
21 forget to go to that page and fill that space in.

22           So, all bidders must submit, with their bid, the  
23 following executed documents, and all these documents will be  
24 found on page three (3) of your Bid form, which is the Bid Bond;  
25 the Contractor's Questionnaire; your Bid Proposal Affidavit; Buy

1 America Certificate; Certification Regarding Lobbying; your MDOT  
2 DBE Forms A and B; and a signed copy of all cover letters for  
3 each addendum issued by the MTA.

4 Cancellation or rejection of bids. Notice to  
5 contractors may be cancelled in accordance with State  
6 Procurement regulations. The Administration reserves the right  
7 to reject any and all bids and/or waive technical defects if, in  
8 its judgment, the interest of the Administration so requires.

9 If you don't have any questions, I'll turn the meeting  
10 over to Paula Cullings with our Office of Fair Practices.

11 Again, I'll remind you, if you have any questions that  
12 you state your name and your company.

13 MS. CULLINGS: Good morning, everyone.

14 MS. ASHE: Yes.

15 MS. CULLINGS: I just want to ask a question.

16 MS. ASHE: Mm-hmm.

17 MS. CULLINGS: Could she put -- could we let Kim talk  
18 about the task because I think that helps them understand better  
19 than I do at these?

20 MS. ASHE: Okay. Yes.

21 MS. SEIDEL: I have, like, three questions.

22 COURT REPORTER: Excuse me. Your name, please.

23 MS. SEIDEL: Mickey -- I'm about to do that. Mickey  
24 Seidel with G4S Technology.

25 COURT REPORTER: Thank you.

1 MS. SEIDEL: In listening to you, you had said the  
2 bids were due on October 7 -- I mean November 7<sup>th</sup>. I just wanted  
3 to make sure that that's what you said.

4 MS. ASHE: Yes.

5 MS. SEIDEL: Okay. And then, the other question I had  
6 is I thought you said that 25 percent of the work had to be  
7 completed by the contractor's own forces --

8 MS. ASHE: Yes.

9 MS. SEIDEL: -- and in the -- in the RFP it says 50  
10 percent.

11 MS. ASHE: It does?

12 MS. SEIDEL: Yeah.

13 MS. ASHE: Okay.

14 MS. SEIDEL: So, I just want to make sure.

15 MS. ASHE: It will be 25, but send that question in so  
16 we make sure we'll make that change per an addendum.

17 MS. SEIDEL: And, is that based on the task -- the  
18 sample task order? I mean, it's difficult to say that you would  
19 have 25 or 50 percent if you don't know the compilation of a  
20 future task order.

21 MS. ASHE: That would be based on the whole contract.  
22 So, you would not if --

23 MS. CULLINGS: Three years?

24 MS. ASHE: -- if you --

25 MS. CULLINGS: -- for three years?

1 MS. ASHE: Yes, for the three years.

2 If you -- considering now the way the task work is we  
3 put the task out to all three or four vendors. You may not,  
4 necessarily, come up with 25 percent because you may --

5 MS. SEIDEL: For that particular task?

6 MS. ASHE: -- not get all -- yes.

7 MS. SEIDEL: Got it.

8 MS. ASHE: Yeah. So, the intent is if you happen to  
9 get all, and wouldn't you be happy?

10 MS. SEIDEL: [Laughing].

11 MS. ASHE: If you get all the task, you should at  
12 least have -- you should come up with 25 percent with your own  
13 work forces.

14 MS. SEIDEL: Okay. Got it.

15 MS. ASHE: Okay?

16 MS. SEIDEL: And, I think that was it.

17 MS. ASHE: Okay.

18 MS. SEIDEL: Thank you.

19 MS. ASHE: If there are no other questions, instead of  
20 Paula Cullings, we will have Kim Keene speak first on the task,  
21 itself.

22 MS. KEENE: Yes. Good afternoon or good morning,  
23 everybody.

24 The sample task that you all are issued is for  
25 Lexington Metro Station.

1 I'm just going to read the -- a brief description of  
2 the scope.

3 "The sample task work shall consist of furnishing all  
4 labor, material, installation, equipment, assembly, delivery,  
5 supervision, design, and electrical connections to provide an  
6 access control system for all identified access controlled doors  
7 of Lexington Metro Station at 301 North Utah. The access  
8 control system is to consist of Schlage HID Smart Card Readers  
9 with associated hardware and cabling. All Smart Card Readers  
10 shall have a keypad, all hardware and configuration required to  
11 network this location to the police monitoring facility via the  
12 MDOT Gigy (phonetic) network shall be included."

13 I mean, it's a little bit self explanatory. Yosief  
14 Berhane works with us. If you have anything to add or, if you  
15 want to read anything else?

16 MR. BERHANE: Yes. And we --

17 COURT REPORTER: Excuse me?

18 MR. BERHANE: Yes. Yosief.

19 COURT REPORTER: What's your name? And spell the  
20 name, please.

21 MR. BERHANE: Spell the name? Yosief, Y-o-s-i-e-f.

22 COURT REPORTER: The last name?

23 MR. BERHANE: Berhane, B-e-r-h-a-n-e.

24 COURT REPORTER: Thank you.

25 MR. BERHANE: Yeah. I mean, I guess, everything has

1 been -- the, the readers, I guess, we should suggest they're  
2 going to be standard because we already note -- did we note that  
3 there at all, Ms. Keene?

4 MS. KEENE: Yeah. The readers are all standardized.  
5 It's what we already have in the system, so we're continuing  
6 that with utilizing the same type of equipment, the cabling, the  
7 wiring, every aspect to make sure that their physical  
8 connections and everything works is included in this particular  
9 task.

10 MR. BERHANE: Right.

11 MS. KEENE: There are 44 readers in total. In the  
12 sample task it specifies exactly where the readers are to be.  
13 You should also have drawings, as well, that kind of maps it out  
14 within the Metro station.

15 Any questions?

16 MS. SEIDEL: Well, I hate to monopolize, but -- Mickey  
17 Seidel with G4S Technology, again.

18 Is there a -- and is there one incumbent that's done  
19 the stations that have been done, or was there four that this  
20 contract is replacing?

21 MS. KEENE: Can I answer?

22 MS. ASHE: Yeah.

23 MS. KEENE: There has been one primary, thus far, in  
24 the past. The nature of the contract is different as opposed to  
25 what you all are bidding on now, so yes.

1 MS. SEIDEL: And, can you tell me who that is?

2 MS. KEENE: Can I do that? Ingersoll Rand.

3 MS. SEIDEL: That's what I thought. And are they open  
4 to bid considering Schlag is spec'd?

5 MS. CULLINGS: (Unintelligible).

6 MS. SEIDEL: I'm sorry?

7 MS. CULLINGS: No, I'm just saying.

8 MS. SEIDEL: Oh.

9 MS. ASHE: They're in our Specs.

10 MS. SEIDEL: Schlag -- Ingersoll Rand owns Schlag --

11 MS. KEENE: No, they don't.

12 MS. CULLINGS: Mm-hmm.

13 MS. ASHE: No. They're not in our Specs, although  
14 they're the incumbent, they are open to bid on the contract.

15 MS. SEIDEL: Okay.

16 MS. ASHE: Mm-hmm.

17 MS. KEENE: Now, and Schlag -- I don't think Ingersoll  
18 Rand owns Schlag. They're just a vend -- they can service their  
19 particular equipment, but unless I'm speaking out of turn.

20 MS. SEIDEL: I always thought they owned them, but --

21 MS. ASHE: So keep in mind --

22 MS. SEIDEL: -- I could wrong, too.

23 MS. ASHE: -- send that question --

24 MS. SEIDEL: It has happened before.

25 MS. ASHE: -- in. We want to make sure we give you

1 the right response.

2 Are there any other questions?

3 MR. HILL: Yeah. Jamie Hill with Arica Consulting  
4 Contracting.

5 Would the sample task be considered a design build?

6 MS. KEENE: Yes. Although most of the layout is  
7 already in place, so you're not really -- you're not,  
8 necessarily, designing anything. The -- that aspect would come  
9 into the cabling, but pretty much where everything needs to be  
10 is pretty much laid out, so there really isn't much design to  
11 it.

12 MR. HILL: I don't see anything - again, Jamie Hill  
13 with Arica.

14 COURT REPORTER: Thank you.

15 MR. HILL: I don't see anything on the drawings in  
16 reference to tying it back to the police monitoring facility via  
17 the MDOT Gigy e-network. I don't see anything on the drawings  
18 in reference to that and how we're supposed to include that in  
19 our proposal.

20 MS. KEENE: That's all related to IT equipment as far  
21 as tying into MTA servers. So, that would -- that aspect is  
22 done through the switches and the other IT technical related  
23 equipment with tying in the readers back to PMF. And, again,  
24 that's probably another question. If you want more specifics,  
25 something that you should submit in writing.

1 MR. HILL: Is -- are -- is that IT equipment on site?

2 MR. BERHANE: Yes. It's a -- Yosief. It's in the  
3 TC&C room. The servers, which meet to connect back to PMF, but  
4 so for any equipment that's installed, for instance, if there's  
5 readers on the west or east end, they'll need to be local  
6 switches all tied back to the TC&C room. From the TC&C room,  
7 it's going to be, basically, coordinating with IT to plug into  
8 the server and coordinating -- I mean networking it back to the  
9 PMF.

10 MR. HILL: Okay. I don't -- I don't want to get into  
11 too much detail here, but I guess I can include the rest of that  
12 in my -- in a written question. It's just is it a matter of  
13 landing a connection or is it a matter of programming.

14 MS. KEENE: It's probably going to be a little bit of  
15 both.

16 MR. HILL: Probably?

17 MS. ASHE: If you're --

18 MS. KEENE: Yes. It will be both.

19 MR. HILL: Okay.

20 MS. ASHE: If you're still uncertain that -- that that  
21 wasn't satisfactorily answered, send that question in.

22 MR. HILL: Okay.

23 MS. ASHE: Okay? Thanks, Jamie.

24 MR. BRUNT: Ron Brunt, Intellect Corporation. Yes?

25 If this is not a design build proposal, then we can

1 assume that the drawings that we've gotten are for construction  
2 purposes?

3 MS. KEENE: Yes. And, again, back to re-iterating  
4 what I said before, the layout is, primarily, done. The only  
5 thing that's not done that I would consider as design build  
6 would be how you route the conduit --

7 MR. BRUNT: Okay.

8 MS. KEENE: -- to do what you need to do.

9 MR. BRUNT: But, those drawings we can take as  
10 construction grade drawings for submittals and so forth?

11 MR. BERHANE: No. You'd have to, I think, within the  
12 task it's that you'd have to submit drawings, as well,  
13 especially, like, Micro station is the standard. That shows the  
14 conduit runs and, basically, the layout --

15 MR. BRUNT: Correct.

16 MR. BERHANE: -- of the building, as well, with it,  
17 you know, attach the readers.

18 This is just for purposes of laying out where the  
19 reader should be installed, what the contractor shall provide as  
20 builds --

21 MR. BRUNT: Okay. So, I guess --

22 MR. BERHANE: -- as needed.

23 MR. BRUNT: -- better ask the, the locations that you  
24 give us on your drawings are firm?

25 MR. BERHANE: Yes.

1 MS. KEENE: Yes.

2 MR. BRUNT: We don't change those?

3 MR. BERHANE: No.

4 MS. KEENE: No.

5 MR. BRUNT: We have no impact on those. All we do is  
6 route cables and conduit?

7 MS. KEENE: Yes. Unless you find something, a fatal  
8 flaw, whereas when you go to route conduit, like, it's totally  
9 impossible, well, then we'd have to discuss a change to the --

10 MR. BRUNT: Okay.

11 MS. KEENE: -- particular task.

12 MR. BRUNT: After it's been awarded?

13 MS. KEENE: I would assume, yes.

14 MR. BRUNT: That has a lot to do with the survey work,  
15 though. If this is going to be a, partially, designed build,  
16 then we need to find those problems before we bid it to you.

17 MS. KEENE: To the best of our knowledge, there isn't  
18 any issues that you should be concerned of.

19 MR. BRUNT: Good. That's all I need.

20 MR. HILL: Jamie Hill, Arica Consulting.

21 Well, upon award will an electronic set of these  
22 drawings be provided to use as an overlay for the shop drawings?

23 MR. BERHANE: Electronic copy of this specific?

24 MR. HILL: Yes.

25 MS. KEENE: They can be.

1 MR. HILL: So, that we're not out there field  
2 measuring locations and runs and lengths and all that.

3 MS. KEENE: Again, these -- I know you did the layout.  
4 These drawings aren't to scale. They're just mapping out a  
5 layout as to where the actual equipment needs to be. You're  
6 still going to need to measure for conduit length for wire runs  
7 and all that other kind of stuff.

8 MR. HILL: Okay. Then, that leads -- Jamie Hill with  
9 Arica.

10 That leads me to site visits. Are we allowed to go  
11 out at any given time or do we need to schedule a site visit?

12 MS. ASHE: You can send me an e-mail, and I'll see  
13 through the Project Manager if we can set up a site visit if you  
14 need to go out.

15 If I get enough requests, we'll try to set up one site  
16 visit rather than have, you know, different site visits, and if  
17 we do it that way, we'll send that out per an addendum for  
18 response.

19 MR. HILL: Jamie Hill with Arica. I have one more  
20 question.

21 Are there any special permits or requirements for the  
22 design and/or installation of this? I had heard from some other  
23 designers that they had had some problems getting involved in  
24 something of this nature because of special requirements and  
25 who's allowed to provide the security systems. Is there any

1 special permits or requirements?

2 MS. KEENE: Not that I am particularly aware of. I  
3 mean as -- are you talking about just within the nature of  
4 performing certain work, like you would need a welding  
5 certificate or something like that --

6 MR. HILL: No. I'm saying --

7 MS. KEENE: -- is that what you mean?

8 MR. HILL: -- due to the fact that it's a security  
9 design.

10 MS. KEENE: You just need to be, you know -- the  
11 normal procedures for anybody working on MTA property need to  
12 be, you know, wear the proper badging and what not. I'm not  
13 sure if I fully understand your question.

14 MR. HILL: No. I'm more --

15 MS. KEENE: Is there something specific that you can  
16 tell me?

17 MR. HILL: More in reference to the design. I had  
18 been told that there were some special requirements for being  
19 able to design and work on the security systems. If that's not  
20 the case, then certainly --

21 MS. KEENE: I'm not familiar with that.

22 MR. HILL: Okay.

23 MS. KEENE: I would -- to clarify that, I would  
24 suggest that you, strongly, submit that in writing, and I'll  
25 look into it, but I'm not familiar with that at all.

1 MR. HILL: Okay.

2 MR. BRUNT: Ron Brunt, Intellect, again, if you can  
3 hear that.

4 Specifically, will the Baltimore City Fire Marshal be  
5 inspecting this work?

6 MS. KEENE: We have an internal safety department that  
7 represents the various sectors within the city of where, in  
8 particular, the work pertains, and they kind of act as our  
9 liaison. So if there's any particulars that need to be resolved  
10 --

11 MR. BRUNT: It'll be through the MTA folks?

12 MS. KEENE: Yes.

13 MR. BRUNT: Okay.

14 MS. ASHE: Okay. If there are no other questions,  
15 I'll turn the meeting over to Paula Cullings --

16 MS. CULLINGS: Good --

17 MS. ASHE: -- Office of Fair Practices.

18 MS. CULLINGS: Good morning, everyone.

19 THE PARTICIPANTS: Good morning.

20 MS. CULLINGS: In your documents, you will have the  
21 MDOT DBE Forms that you would utilize for this contract. As  
22 earlier spoken, the goals are thirty percent (30%), and I'm  
23 going to try to help you understand the parameters of what we're  
24 saying.

25 Thirty percent (30%) represents the entire three (3)

1 years; and during the course of these three (3) years, you're  
2 going to be provided multiple tasks; and each time you do the  
3 task or bid the task, you will submit your own rendition of DBE  
4 participation for that task.

5           So, what I'm saying to you is that this first task may  
6 or may not garner thirty percent (30%) participation and  
7 subsequent tasks, accordingly. Although only three or four of  
8 you will be invited after today or the award of today, you will  
9 have to monitor your own packaging. So, rather than name up  
10 front all of subs you ever dreamed do use in the course of three  
11 years when you don't even know the task, you will be providing  
12 me with your next bid, each time you bid a task, who will be  
13 your DBEs at that time for that work.

14           Now, the twenty-five percent (25%) that you're  
15 required to do, again, that's over the life of the contract,  
16 just like the thirty percent (30%) that you're going to sub out  
17 is over the life of the contract.

18           So, that being said, please be very clear that today  
19 the task at hand is all that you are looking at to gather your  
20 MBE DB -- excuse me, it's strictly DBE participation.

21           Okay, that being said, your DBEs must be certified by  
22 MDOT, State of Maryland. Any firm that is not DBE certified  
23 would not be able to participate with you at this time. If  
24 someone is not certified, I would think by today, the likelihood  
25 of them getting certified by November 7<sup>th</sup> is not going to work.

1 So, make sure that, when you go in the directory, you're looking  
2 for firms that are already certified to do the work at hand.

3 I want to kind of flip through the forms a little bit.

4 Form A allows you to simply agree to the percentage of  
5 participation over the three-year (3) period, which would be  
6 thirty (30). If there's something different you care to enter,  
7 then you can do so in the second portion of this document. This  
8 document must be fully executed and it comes in with your bid,  
9 so that's Form A.

10 Form B will give you all of the directions in  
11 utilizing Form B, including a goal worksheet for your purposes.  
12 So, you don't need to send me back any of the instructions.  
13 However, on Form B, you will be providing me with this task DBE  
14 participation, not the global. What's very important is that  
15 you indicate the DBE's name in column one. In column two, you  
16 will give me the DBE's classification, such as their DBE number.  
17 And, you will also identify whether they're African-American-  
18 owned, to your knowledge, Hispanic-American, Asian-American,  
19 women-owned, or simply other DBE classification. And, that you  
20 receive when you open the directory and start to look for folks.

21 Column three is where you will start to put in the  
22 money. Again, we're talking about this task and this task only.  
23 So, here, you will indicate what percentage will you be offering  
24 to the DBE on this task.

25 Now, if you're buying supplies and materials from a

1 DBE and not a manufacturer, but a distributor, then there's a  
2 sixty percent rule, and that rule says whatever you spend on  
3 those supplies, on those materials, you only get credit for  
4 sixty percent (60%).

5 Now, we're not talking about a DBE that is going to do  
6 the work and bring the materials with them. Don't try to  
7 separate that. But, if you were going to a DBE who was a lumber  
8 company who's going to drop off some lumber for you, that's all  
9 they're doing, then that's the rule of sixty percent (60%). So,  
10 don't try to split out a DBE who's bringing you -- bringing  
11 materials to do their task or doing the work at hand.

12 That sixty percent (60%) is going to, certainly, make  
13 a difference when you do your calculations as to what it is  
14 you're offering. So, if you're telling me that you're going to  
15 do fifteen percent (15%) on this particular task, it needs to  
16 add up to that, including your sixty percent (60%). If you're  
17 off, you're out because we -- when we recalculate if it's a  
18 different than you said, then that, certainly, doesn't make you  
19 responsive and responsible to what you committed to. So, it's  
20 very important you do the calculations.

21 Many times in Pre-Bids those who sit at the table are  
22 not the ones who do the paperwork, and you need to be checking  
23 because that also can rule you out. This is a very important  
24 part of your entire package.

25 So, that means A and B comes with your price proposal

1 or your bid price or your bid documents, and it's several pages.  
2 Just use what you need, but certainly, your final page would be  
3 your Affidavit to it.

4           Now, when you are considered the awardee, and it might  
5 be four of you, one of you, or I mean -- well, I guess there's  
6 only going to be one for this task, you will then be invited to  
7 submit Form C and D. [Form] C is going to tell us how did you  
8 find these DBEs. Did you go in the directory? Did you host an  
9 event? Did you put an ad in the paper? And, did you do a  
10 solicitation where you were looking for just the low bidder  
11 that's a DBE or a DBE that would have been like any other vendor  
12 you would look for? Whatever the case might be, you must  
13 indicate that on Form C and submit it.

14           Form D is when you know you have the work, you're  
15 awarded, and you will fill out a Form D per company that you're  
16 utilizing in this task. You will fill it out. You will  
17 indicate the company's name, what the dollar value or percentage  
18 is. You will also indicate what work will they do. You will  
19 sign it, and you may fax it to that DBE subcontractor so that  
20 they may sign it, and that will have to come to us.

21           Before you start the work, I guess around the Notice  
22 of Intent or the Notice to Proceed, you must have an executed  
23 signed agreement between you and the sub. This agreement will  
24 say this is what I'm going to have you do; this is when I need  
25 you to show up; this is what it's all about; this is how you

1 invoice me, etcetera. That must be in my office. If there are  
2 any problems with the DBE down the road, I'm going to the  
3 agreement that I must have prior to the work starting. So,  
4 that's probably a little new, but something that is required.  
5 It's considered as compliance.

6           When you go in the directory to look for DBEs, you'll  
7 see a lot of things, and one in particular, will be a letter --  
8 well, you'll see the company's name, of course, and some here at  
9 the table are DBEs, and you will also see a description of the  
10 work.

11           Now, the forms will ask for NAIC codes and NAIC codes  
12 can be sometimes very broad, so I, particularly, want you to  
13 indicate what is this person going to do, and it really should  
14 match what they are listed to do. If you have them bringing  
15 lunch and they're not a caterer, that's not going to fly. So,  
16 stay with what is written about the firm, and if you care to  
17 expand on it, you can, but if you keep it just at that point,  
18 you're fine.

19           There's also a letter "G" that may be in front of a  
20 NAIC code or a description. And, letter "G" says the company  
21 has graduated from that particular NAIC code. That being the  
22 case, you cannot use them to do that work. So if they have  
23 graduated from this NAIC code, but their certified as a DBE for  
24 all these other things and those other things are the areas in  
25 which you may continue to utilize them.

1           If you have any technical questions about the  
2 directory, it's use, and function, that is a question you can go  
3 straight to MDOT with so that it doesn't tie you up in getting  
4 an answer, and it may be something about that particular firm,  
5 so, I'd like to give you the phone number at MDOT. It's 410-  
6 865-1269.

7           So, if you have any navigation problems, if you're  
8 trying to understand something that's written, you're trying to  
9 make sure that it kind of meets with what you have in mind,  
10 these are some of the places to take that kind of information  
11 right away, and if we can be of any help for something that  
12 you're trying to do, one-on-one very personal with regard to a  
13 vendor, again, all questions would come to Ms. Ashe, but that's  
14 something that maybe our office can help you with, as well, so  
15 you can keep this moving, timely.

16           There is an opportunity for a waiver that I have to,  
17 at least, share with you the whole concept of what a waiver is  
18 all about, if you felt that you needed a waiver. But, this is  
19 not the type of contract, since there will be a three-year (3)  
20 period to meet your goal. So, we wouldn't expect that you would  
21 be asking for a waiver in each task. What you might put in the  
22 future task is that I don't have any participation for this  
23 task, and so when you submit your new DBE forms on the second  
24 task, and it may be zero, then you would indicate why that is  
25 so.

1           So, just to give you an idea about waivers, this is  
2 not quite the type of procurement that you would get a waiver or  
3 ask for one, but certainly, you need to know that the waiver  
4 process is in place. It is a portion that is allowed by all  
5 means. It must be greatly documented, your efforts. Folks who  
6 have turned you down because they're too busy, and things of  
7 that nature to even grant a waiver, but this is not the type of  
8 work because this is a task-oriented contract for a three-year  
9 (3) period. We're very confident that we can reach thirty  
10 percent (30%), that you can reach thirty percent (30%), and we  
11 don't anticipate the need for a waiver.

12           Now, again, the thirty percent (30%) is over the life  
13 of the contract, so with every task, and if you bite off a  
14 little here and there, that's fine. If you put it in at any  
15 occasion, and you may be given a simple task that really does  
16 not have the components of segmentation, so we want you to be  
17 very honest in what you're doing, but submit your DBE plan each  
18 time. So, next time the task goes out, you'll have a new DBE  
19 package, and you will complete it just the way you're completing  
20 it now for that particular task and that task only.

21           Are there any questions about this? Because this is a  
22 little different than some of the bidding that you all have  
23 done, perhaps, before when we would have an ancillary and it  
24 would be one bidder for the life of the contract. This is a  
25 little different, and we want to make sure you're clear, your

1 numbers come in right on this document, and you're not confused  
2 about what you need to put in here.

3 Oh, good. Everyone knows.

4 Now, there -- oh, I'm sorry.

5 MR. MOHAMMED: Richie Mohammed, RichMoe Enterprises.

6 Say for this particular task, we don't have any DBE.

7 Should we just put "Not Applicable" on Form B?

8 MS. CULLINGS: No. You need to give me a letter to  
9 tell me why it's not so.

10 MR. MOHAMMED: Okay.

11 MS. CULLINGS: Why would you think you don't --

12 MR. MOHAMMED: Just because for this task --

13 MS. CULLINGS: Yeah.

14 MR. MOHAMMED: -- I'm saying because --

15 MS. CULLINGS: Right.

16 MR. MOHAMMED: -- the goal was for the -- or the  
17 participation for the life of the contract.

18 MS. CULLINGS: That's right. But, the task itself,  
19 may have segmenting values in it, so this is not a game to play  
20 that I'm going to skip this one, and I may not get the next  
21 deal. You need to be utilizing the participation at each  
22 juncture. It's the nature of the work that you would express  
23 zero.

24 So, let's just say the task was to go paint a fence,  
25 because this is a ancillary that could call for any kind of

1 general contracting activity, and that painting the fence is so  
2 minuscule as a single element of work, there is no segmentation  
3 in it. So, therefore, you would express that and the answer  
4 would be zero. But just to say, now, I'm going to do all this  
5 work myself for as long as I can, and I'm not going to put it  
6 out there, that's going to be a problem; one you will not be  
7 able to make up; and one that can cost you, dearly, in some form  
8 or fashion. So, I would not gamble that that I'm going to win  
9 one, and I'm going to keep it all to myself. Next time out, you  
10 may not win it, but someone else will.

11           So, with each juncture you do have to express why the  
12 zero offering is there, and -- so that's what you would put.  
13 You will fill out the form, you're committed, and on your  
14 letterhead, you will indicate whatever the story is. Well, may  
15 be you asked 29 people and they all said I'm busy. You will  
16 name them, you will put their phone numbers in; and you will  
17 indicate that you did call them the night before. You gave them  
18 ample time. And, that's what I'd like to say to you. Please  
19 engage your subcontractors, today. You've already had a few  
20 days. You looked this over. Do not wait until the day before  
21 to try to engage someone who didn't get back to you right away.  
22 You need to engage them just like you would do any of the parts  
23 and pieces and products for this particular contract.

24           Now, DBE contractors can -- excuse me. Go ahead.

25           I was going to say, if you're a DBE prime -- if you

1 are already a DBE firm, and you care to bid as a prime, DBE  
2 firms are not required to do the goals as admitted for this  
3 because the work that they are required to do themselves is  
4 twenty-five percent (25%). Therefore, five percent (5%) would  
5 be your goal. That's over the life of the contract. In most  
6 cases, DBEs do subcontract because they're not self-serving with  
7 everything. So, it still happens, but that is an area to be  
8 considered.

9 DBEs who are considering themselves to be  
10 subcontractors, can avail themselves to everyone in the room  
11 that's bidding as a prime. There's no exclusivity (phonetic).  
12 We don't encourage any form of collusion, and they can bid as a  
13 prime at the same time, so however way it works that you keep  
14 your affairs to yourself in the proper manner, that's much  
15 accepted. So, don't think that, you know, you can't bid as a  
16 prime and still avail yourself to someone as a sub. But, you're  
17 also talking about the integrity of the things you're giving  
18 away for folks to know. So, that's up to you, but it is open to  
19 be done.

20 MR. DOUEZ: I guess --

21 MS. CULLINGS: Your name?

22 MR. DOUEZ: Afi Douez. I'm with --

23 COURT REPORTER: Can you spell your name --

24 MR. DOUEZ: -- eVigilant Security.

25 COURT REPORTER: -- please for the record?

1 MR. DOUEZ: Afi, A-f-i. The last name is D-o-u-e-z.

2 COURT REPORTER: Thank you.

3 MR. DOUEZ: I'm with eVigilant Security.

4 We're a DBE company, so over the life of the contract  
5 we would still have to sub out five percent (5%) to another DBE  
6 company?

7 MS. CULLINGS: That's correct.

8 MR. DOUEZ: Okay.

9 MS. CULLINGS: And, if you don't do everything that  
10 this work is about because you're a prime --

11 MR. DOUEZ: Mm-hmm.

12 MS. CULLINGS: -- you are subject to subcontracting.

13 MR. DOUEZ: Right.

14 MS. CULLINGS: Okay? And in doing so, you need to  
15 seek out DBEs, as well. That needs to be a part of your mix.  
16 The five percent (5%) is minimal, but it's a conscious effort to  
17 say as you are on the other side of the fence, the exemption --

18 MR. DOUEZ: Mm-hmm.

19 MS. CULLINGS: -- so, we don't expect a DBE firm to  
20 bid as a prime and sub everything out to a non-DBE firm one  
21 hundred percent of the way. You know, that's not the spirit of  
22 the program.

23 MR. DOUEZ: You want us to do is minimum of 25 percent  
24 of it, and then find someone.

25 MS. CULLINGS: Well, you're required by contract

1 solicitation as the owner-prime to do 25 percent (25%) of the  
2 work with your own forces --

3 MR. DOUEZ: Mm-hmm.

4 MS. CULLINGS: -- not your subforces. People who are  
5 on your payroll that do the work. So, you could be a security  
6 company, but you may not do this work. You may be some other  
7 type of -- you may be security and you may do something that's  
8 not this at all, and security is your header, and all this work  
9 you, normally, sub away and become a GC. And, if that's the  
10 case, you need to look into that because what 25 percent (25%)  
11 will you be putting to the table?

12 MR. DOUEZ: Mm-hmm. Okay.

13 MS. CULLINGS: If it's not 25 percent of true  
14 management, then you didn't do the work, you gave it all away.  
15 So that's something for you to be thinking about in your efforts  
16 to line up your subcontracting --

17 MR. DOUEZ: Mm-hmm.

18 MS. CULLINGS: -- participation.

19 MR. DOUEZ: Okay.

20 MR. GOODWORTH: So, it should be at 30 percent, not 25  
21 percent?

22 COURT REPORTER: Excuse me?

23 MR. GOODWORTH: Bill Goodworth, Vanalt.

24 COURT REPORTER: Thank you.

25 MS. CULLINGS: Right. I mean, the 30 percent is

1 there, but, if you are a 25 percent DB -- if you're a DBE firm  
2 that's going to have to do 25 percent of the work with your own  
3 forces, that's where the rule of DBE speaks to not having to  
4 subcontract. It's an option. It's not a requirement.

5 Let me just take you to something real basic so you  
6 can understand this. If we weren't doing this type of work, and  
7 we're bidding a certain task, that is the contract itself and a  
8 DBE did it with the contract language saying you must do 25  
9 percent, you would not have to sub that out.

10 So, does that make sense?

11 In the State of Maryland --

12 MS. SEIDEL: -- And, if they do 35 percent --

13 MS. CULLINGS: The State of --

14 MS. SEIDEL: -- does that --

15 MS. CULLINGS: Pardon me?

16 MS. SEIDEL: If they do 35 percent of the work  
17 themselves does that --

18 MS. ASHE: Excuse me. Your name and your company?

19 MS. CULLINGS: Right.

20 MS. SEIDEL: I'm sorry. Mickey Seidel with G4S  
21 Technology.

22 MS. CULLINGS: Yeah. That would be fine. That --

23 MS. SEIDEL: -- Then, they don't need to sub out the  
24 other five percent --

25 MS. CULLINGS: Right.

1 MS. SEIDEL: -- again?

2 MS. CULLINGS: Right.

3 MS. SEIDEL: Okay.

4 MS. CULLINGS: Right. The State of Maryland has a  
5 different program so that you're not confused. When you bid  
6 with MBE participation, everybody who's a prime must do the same  
7 subcontracting, as required. But, the DBE is a, federally,  
8 funded program, and the DBE are not required as primes to  
9 subcontract like the MBE program. That's the only difference.

10 But, again, any questions you have about it, still  
11 send them so that we give you a proper answer, regardless if  
12 you're thinking about this as you're working through it, and so  
13 we'll be able to take care of that. And, we do have DBEs who  
14 have bid as federal funded jobs and understand the mechanism  
15 that we're speaking of, and others who need clarity, we'll be  
16 able to do that, as well.

17 Are there any questions further about your forms and  
18 what you're providing us at the time of bid? Yes?

19 MR. HILL: I have two more questions in reference to  
20 the --

21 COURT REPORTER: -- Jamie --

22 MR. HILL: -- samples.

23 COURT REPORTER: Jamie --

24 MR. HILL: Jamie Hill with Arica Consulting and  
25 Contracting. I have two more questions in reference to the

1 sample task Specs.

2 MS. ASHE: -- Excuse --

3 MS. CULLINGS: -- Okay --

4 MS. ASHE: -- me, Jamie --

5 MS. CULLINGS: I just want to make --

6 MS. ASHE: Can -- yeah, can we hold that off --

7 MR. HILL: Sure.

8 MS. ASHE: -- for a few minutes --

9 MR. HILL: Yeah.

10 MS. ASHE: -- and finish off with this?

11 MR. HILL: Okay.

12 MS. CULLINGS: Yeah. I just want to make sure that  
13 everyone is very clear about your DBE participation. I did not  
14 give you our number and that number would be 410-767-3934.

15 Well, I'm sorry. It's on the contact sheet, and I do want you  
16 to call Valerie Moore and not myself. I'm the Director. I'm  
17 filling in for Valerie.

18 Okay. And so, that's only if you have a real  
19 technical question that would not be open to the public -- to  
20 everyone publicly about a firm you're trying to engage or you're  
21 having some -- you know, need some understanding in what you're  
22 doing and anything technical with the directory take that  
23 straight to MDOT right away and they can help you navigate or  
24 get a clarity on that particular firm.

25 Now, there are firms that are pending and they might

1 be awarded their certification by the time of the contract. I'm  
2 just saying if someone were starting their paperwork today, they  
3 would not be processed, but you may want to check on anyone else  
4 that's in the hopper out there. We have over 4,000 certified  
5 firms, and we're very confident that this is a task and a  
6 contract that will yield a 30 percent.

7 So, any other questions? Good luck to all of you.

8 UNIDENTIFIED SPEAKER: Thank you.

9 MS. ASHE: Also, to follow up with Paula Cullings,  
10 with DBE package, if it's you or someone else in your company  
11 who will be filling out your DBE package, I urge you to go to  
12 your Summary of Work and your Solicitation and read what it says  
13 under C, "Prosecution," for your DBE package because what you  
14 submit at -- for your task is different from what you submit  
15 task after that. If you're a part of the pool that's awarded  
16 this contract, what you will submit in your DBE package is  
17 different, the way you submit it, than when, you know,  
18 originally, when you submit your package for the initial task.

19 So, please read that. You want to have the right  
20 documents in your package. If you're a part of the pool, even  
21 one of the three or four companies that will be awarded, for  
22 each task, you will have to submit, again, a DBE package. So,  
23 you need to be clear about what needs to be included in that  
24 package. Okay?

25 I believe Mr. Hill, you had another technical question

1 for us?

2 MR. HILL: I do. Jamie Hill with Arica Consulting and  
3 Contracting.

4 In the specifications for the sample task, there is a  
5 line item in there that references the Mid-Atlantic WMRK data  
6 cabinet, and it says here that, "survey with MTA prior to  
7 proposal." Is that our bid proposal or our submittal proposal?

8 MS. KEENE: Can you direct me to where you're talking  
9 about, so I can speak, specifically?

10 MR. BERHANE: It's on --

11 MR. HILL: It's underneath --

12 MR. BERHANE: It's on the third page --

13 MR. HILL: -- it's on page ST 3 --

14 MR. BERHANE: -- second line --

15 MR. HILL: -- in the second line item.

16 MR. BERHANE: It's the server cabinet.

17 MS. KEENE: What are your thoughts to that?

18 MR. BERHANE: Survey -- I'm going to guess --

19 THE REPORTER: Your name, please?

20 MR. BERHANE: Yosief.

21 I mean it -- I put that -- that really is referencing  
22 the placement, really. It's a -- I guess, prior to -- what  
23 would you like? I mean, it doesn't really matter. In terms of  
24 the pricing, the pricing is going to be to same, so --

25 MS. KEENE: He's just --

1 MR. BERHANE: -- it's just the location, itself.

2 MS. KEENE: He's just --

3 MR. HILL: Well -- Jamie Hill with Arica.

4 The location of it does matter because --

5 MS. KEENE: Conduit --

6 MR. HILL: -- it's time and material --

7 MR. BERHANE: Time and material.

8 MR. HILL: -- to run your conduits --

9 MS. KEENE: Conduit wire --

10 MR. HILL: -- and wires to the location.

11 MS. KEENE: The situation is this. The TC&C rooms  
12 were at multi-year landings will be.

13 MR. HILL: The -- let me -- if I can? The TC&C room  
14 is not called out on the drawings.

15 MS. KEENE: Then, that's something that we will  
16 probably -- if it's not, then it's something we may need to  
17 correct; is it not? There's just -- if you submit that as a  
18 formal question, we can then --

19 MR. HILL: Okay.

20 MS. KEENE: -- reply back with showing the location,  
21 but that's where your -- that's where your landings will be.

22 MR. HILL: Okay.

23 MS. KEENE: Often, the TC&C room is not exclusive to  
24 our department, meaning that there is a lot of other equipment.  
25 I mean --

1 MR. HILL: Right.

2 MS. KEENE: -- the name lends itself, train, you know,  
3 trains in control. But, it's a control room for the --

4 MR. HILL: Yes.

5 MS. KEENE: -- trains, so there's equipment  
6 everywhere. So, the exact location within the room is what  
7 Yosief is pertaining to, but the room isn't but so-yea big. So,  
8 it's not really -- it's really not going to make a significant  
9 difference in your conduit run. It's just the actual physical  
10 location, whether it's two feet from the wall or two-and-a-half  
11 feet -- I mean from the ceiling or two-and-a-half feet from the  
12 ceiling.

13 MR. HILL: Okay.

14 MS. KEENE: That kind of thing.

15 MR. HILL: Okay.

16 And, my other question is on the next page, fourth  
17 line item down, on the 20 and 30 amp receptacles that are  
18 required. It says here, "shall be coordinated with and approved  
19 by the designated MTA representative." That could have a  
20 significant impact, again, in placement and runs of conduit on  
21 our proposal, which is it's not indicated anywhere on drawings  
22 where they would be needed.

23 MR. BERHANE: That was -- that's for the server  
24 cabinet. So, it would also be -- if you see the line right  
25 afterwards, it's the 20 amps or -- right, for 120 volt circuits

1 the server cabinet, so that's going to be for the same cabinets  
2 that are procured here, that's prior to proposal, as well.

3 MR. HILL: Will the source be in the TC&C room?

4 MR. BERHANE: Yeah.

5 MR. HILL: Okay. All right.

6 MS. ASHE: Okay. Yes?

7 MR. GOODWORTH: Bill Goodworth, Vanalt.

8 This is kind of new -- this is kind of new to me.

9 MS. KEENE: I'm sorry.

10 MS. ASHE: Mm-hmm.

11 MR. GOODWORTH: This type of fitting's a little new to  
12 me. Now, when it gets to awarding --

13 MS. ASHE: -- It's new to us, also.

14 MR. GOODWORTH: Okay. Here -- okay.

15 MS. ASHE: It really is.

16 MR. GOODWORTH: Okay. But, you're saying up to four  
17 people.

18 MS. ASHE: Our contract says up to four.

19 MR. GOODWORTH: Okay. How does -- can you explain how  
20 that works is little bit?

21 MS. ASHE: Well, it depends on -- we're looking at  
22 different aspects of it. We're looking at the DBE portion of  
23 it. We're looking at the pricing. We're looking at what the  
24 project manager decides that they can manage. So, it's a lot of  
25 entities that come together to determine whether we choose to --

1 definitely, we all know more than one, so whether we choose  
2 anywhere -- all four, three of them, or two of them.

3 MR. GOODWORTH: Okay. So, when you mean choose,  
4 you're to come back to bid on --

5 MS. CULLINGS: Future --

6 MR. GOODWORTH: -- other tasks --

7 MS. ASHE: Yes. Future task --

8 MR. GOODWORTH: -- or --

9 MS. ASHE: -- What we do, it'll be a pool. If we  
10 decided we're going to award to three vendors, the first -- the  
11 lowest bid will go -- get the first task.

12 MR. GOODWORTH: Okay.

13 MS. ASHE: All others, what will happen, as the  
14 project manager has task along, you'll all be, in a sense,  
15 awarded the contract. You're in a pool. And, as the Project  
16 Manager has a task, the Project Manager will issue that task to  
17 all three, and you will give them a -- submit a proposal, along  
18 with your DBE package, and then the Project Manager, again, low  
19 bid, and your DBE package. I believe, that's still going to be  
20 reviewed by Office of Fair Practices, so not just low price, but  
21 other entities will come together to determine who that task  
22 will be awarded to. So, you will remain in that pool for the  
23 duration of that contract. You may get some task, you may not.

24 MR. GOODWORTH: Okay. Now, is it -- the Forms A and B  
25 you have to submit every time, then, for each task?

1 MS. ASHE: That's why --

2 MS. CULLINGS: Yes.

3 MS. ASHE: And, you should also read your summary of  
4 work because it does give a breakdown of what needs to be  
5 submitted with your -- the original task that you will bid on  
6 November 7<sup>th</sup> --

7 MR. GOODWORTH: Mm-hmm.

8 MS. ASHE: -- and what would -- you need to submit in  
9 your DBE package for subsequent task.

10 MS. CULLINGS: Right. And, I think, that's where a  
11 little confusion is. On your first one, you're submitting A for  
12 the 30 percent (30%) over the life of the contract. In your  
13 subsequent tasks, you're submitting your B, C, and D for each  
14 task. So, the first time, you're doing A, B, C, and D for the -  
15 -

16 MR. GOODWORTH: -- First task.

17 MS. ASHE: -- first task and the -- well, for the  
18 contract and the first task. The -- A is the contract.

19 MS. ASHE: I think, it reads, differently.

20 MS. CULLINGS: It reads, differently --

21 MS. ASHE: Yes. In here --

22 MS. CULLINGS: -- per task?

23 MS. ASHE: -- we agreed -- that's why we said this is  
24 new to us. But, for the first task, you're going to submit A  
25 and B. Everyone will submit A and B.

1           Now, whoever gets that first task, we will ask you to  
2 submit, at that point, when we issue the award of that task to  
3 you, C and D before we award.

4           Now, any subsequent task, you will have to submit,  
5 because you will already be in the pool; the three will be in  
6 the pool. You would have, already, submitted your Form A, which  
7 is your commitment. So, for each task, thereafter, you will  
8 have submit B, C, and D all together to be reviewed by our  
9 Office of Fair Practices.

10           MS. CULLINGS: Okay.

11           MS. ASHE: That's, again, why I said that you need to  
12 go and -- to your Summary of Work, and it's page two and three  
13 of the Summary of Work, so you'll know, exactly, what you need  
14 to submit for your, subsequent, task and for -- I mean, for your  
15 initial task and any subsequent task after that.

16           MS. ASHE: So, that being said, this package will have  
17 thirty percent (30%) as your agreed commitment for the three-  
18 year period, and you won't give us a "A" in the future. You've  
19 already committed up front to thirty percent (30%).

20           MR. GOODWORTH: Is there a time frame on your task? I  
21 don't remember? There could be and I didn't read it.

22           MS. KEENE: You mean a deadline to complete the task?

23           MR. GOODWORTH: Yes.

24           MS. KEENE: Normally, within four months.

25           MR. GOODWORTH: Okay. But, is it stated in there?

1 MS. KEENE: It's not stated in there, no. That's,  
2 typically, what these types of tasks have lended themselves to.

3 MR. GOODWORTH: But, what happens if it gets extended  
4 out longer? Say if you wanted --

5 MS. KEENE: Say that, again?

6 MR. GOODWORTH: -- to keep it four months, but there's  
7 delays or something by other, you know, outside forces or  
8 whatever --

9 MS. KEENE: Are you concerned about liquidated  
10 damages? I don't think they're in -- there are not any --

11 MR. GOODWORTH: Or --

12 MS. KEENE: -- associated with this task.

13 MR. GOODWORTH: -- if there's wage increases over the  
14 -- you know, if it's over three years --

15 MS. KEENE: -- It won't be over three years. It won't  
16 be over one year.

17 [LAUGHTER]

18 MS. CULLINGS: This task or are you talking about the  
19 whole three-year contract.

20 MR. GOODWORTH: No. The -- well, the first task, I  
21 guess.

22 MS. KEENE: No.

23 MS. CULLINGS: No.

24 MS. KEENE: No.

25 MS. ASHE: There will be other -- there will be tasks

1 in there.

2 MR. GOODWORTH: I don't know --

3 MS. ASHE: Now, the contract itself --

4 MR. GOODWORTH: -- Like, if this task would get  
5 delayed --

6 MS. ASHE: -- will not exceed three years --

7 MR. GOODWORTH: -- so they can put, like, another task  
8 in, like, task two or three --

9 MS. CULLINGS: Uh-uh.

10 MR. GOODWORTH: -- and then, task one gets delayed,  
11 and they want to do -- will that happen?

12 MS. CULLINGS: Uh-uh.

13 MR. GOODWORTH: Okay. So, task one will get completed  
14 first, and then, they can go out to bid for other task to start  
15 after that then or during the same?

16 MS. ASHE: Send that in, but my understanding would be  
17 that they won't issue one task at a time and wait for that to be  
18 completed, and that's why we had that pool.

19 Now, it's up to you. If you feel you can handle more  
20 than one task that you would issue.

21 MS. KEENE: We do that, now.

22 MR. BERHANE: Mm-hmm.

23 MS. ASHE: Yes. You don't issue just one task.

24 MS. KEENE: Correct.

25 MS. ASHE: You issue multiple tasks, and that pool

1 would bid on that task.

2 Now, if you gotten one -- if you have one of the tasks  
3 and you're working on it and you feel that you can handle  
4 another task --

5 MS. CULLINGS: You'll bid it.

6 MS. ASHE: -- you will bid it. If you feel that --  
7 you know, we're too busy --

8 MR. GOODWORTH: Yeah.

9 MS. ASHE: -- it takes too long for us to work on  
10 this, then, you wouldn't bid that task.

11 MR. GOODWORTH: I, I just --

12 MS. ASHE: -- But, you can bid any task after that.

13 MR. GOODWORTH: I was really looking at the time  
14 frame.

15 MS. ASHE: Mm-hmm.

16 MR. GOODWORTH: If you do bid another task, but then,  
17 task one gets delayed for some reason, and then, you may not be  
18 able to get it done until, like, a year from now or something --

19 MS. ASHE: No, I don't think they would have any  
20 tasks that would take that long, no.

21 MS. CULLINGS: No. Uh-uh.

22 MR. GOODWORTH: Because you have project people you  
23 have pay for and stuff like that and field forces, so --

24 MS. ASHE: I don't think any of your tasks will take  
25 that long, so you wouldn't have to worry about that.

1 MR. GOODWORTH: Thank you.

2 MS. ASHE: Mm-hmm.

3 And, since this is a new process, if you have any  
4 other questions, you know, send in -- send your questions in.

5 MR. GOODWORTH: Okay. Thank you.

6 MS. ASHE: Okay. Are there any other questions?

7 If there are not, I'd like to thank everyone for  
8 coming, and this is -- if that are no more questions, it is now  
9 around 11:30, and the meeting is adjourned. I thank everyone.

10 UNIDENTIFIED SPEAKER: Thank you.

11 MS. CULLINGS: Good luck.

12 MS. KEENE: Thank you.

13 UNIDENTIFIED SPEAKER: Thank you.

14 (AT TIME 11:30 A.M., PRE-BID MEETING WAS ADJOURNED)

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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-1353 on 6 St. Paul Street in Baltimore, Maryland on October 6th, 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 19th day of October, 2011.

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