



MARYLAND TRANSIT ADMINISTRATION

MARYLAND DEPARTMENT OF TRANSPORTATION

Martin O'Malley, Governor • Anthony G. Brown, Lt. Governor  
Beverly K. Swaim-Staley, Secretary • Ralign T. Wells, Administrator

**MEMORANDUM**

TO: Holders of Contracts Documents

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

SUBJECT: Addendum No. 2  
Contract No. T8000-0353  
Commuter Bus Services between Howard and Montgomery Counties  
Contract No. T8000-0354  
Commuter Bus Service between Frederick, Montgomery and Prince George's  
Counties, Maryland-Lines 204 & 205

DATE: September 28, 2011

**Issued herewith and effective this date is Addendum No. 2. The Bidder shall include acknowledgement of receipt of this Addendum in the *Bid Form Section, Page 2 of 6, Invitation for Bid.***

**ITEM ONE:**

- The due date for Technical Proposals and price "sealed bids" are changed as follows:

The submission deadline for Technical Proposals and sealed bids is ***changed*** from **Thursday, October 6, 2011** no later than 2:00 PM to ***Thursday, October 13, 2011*** no later than 2:00 PM. at the address referenced in Section C.1 of the IFB

**ITEM TWO:**

THE FOLLOWING PAGE/SECTION TO THE IFB IS REVISED AS INDICATED:

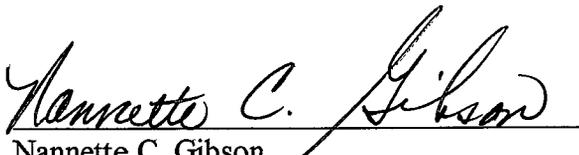
- INSTRUCTIONS TO BIDDERS FOR LINE 203 – (SEE REVISED ATTACHED-CHANGE IS IN *ITALICS*)
- INSTRUCTIONS TO BIDDERS FOR LINE 204 & 205 – (SEE REVISED ATTACHED-CHANGE IS IN *ITALICS*)
- BID FORM FOR COMMUTER BUS LINE 203 – (SEE REVISED ATTACHED – CHANGE IS IN *ITALICS*)
- BID FORM FOR COMMUTER BUS LINE 204 & 205 – (SEE REVISED ATTACHED – CHANGE IS IN *ITALICS*)

**ITEM THREE:**

**All other conditions remain the same.**

**NOTE:** The minutes of the pre-bid meeting are now available on the website.

The information issued with this Addendum will become part of the contract awarded to the successful bidder. If you have any questions regarding this Addendum, please contact me at 410-767-0813 or by e-mail at [ngibson@mta.maryland.gov](mailto:ngibson@mta.maryland.gov)

  
Nannette C. Gibson  
Procurement Administrator  
MTA Procurement Division

**TWO-STEP PROCUREMENT**

**INSTRUCTIONS TO BIDDERS**

**CONTRACT NO. T8000-0353**

**A. GENERAL**

1. This procurement is for bus service between Howard County, Maryland and Montgomery County, Maryland.
  - a. Step One will consist of the submission of technical proposals and price bids. This step will include the evaluation of the technical information and, if appropriate, discussion and modification of them.
  - b. Step Two is the opening of Sealed Price Bids. This step is limited to those bidders who have submitted acceptable technical proposals in Step One. Bids submitted are evaluated and the award is made in accordance with State Procurement Regulations, COMAR 21.05.02.

**B. BID PREPARATION AND SUBMITTAL**

1. Bidders shall clearly outline their comprehensive approach to fulfilling all the requirements and fully describe their plans for addressing each element in the Scope of Services.
2. The Step One technical proposal will consist of a complete technical response in accordance with Section C of these Instructions to Bidders, including the Bidders qualifications and resources as specified in Exhibit B labeled "Bidder's Questionnaire".
3. Each bid must be responsive to all requirements stated in these instructions, which includes the essential requirements of the Scope of Services, Insurance Requirements and Bidder's Questionnaire.
4. Proposed deviations to the specifications and scope of services shall be clearly and conspicuously identified for evaluation purposes or it will be assumed that no deviation exists.
5. Bidders shall give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon requests, should not be disclosed by the MTA under the Maryland Public Information Act, Section 10-611 of the Annotated Code of Maryland.

6. Bidders shall submit their technical proposal and their price bid at the same time.
7. Bidders shall submit one (1) original and four (4) copies of their technical proposal and one (1) original price bid in separate sealed envelopes clearly marked as to their contents, addressed to the Maryland Transit Administration, Procurement Division, 6 Saint Paul Street, Baltimore, MD 21202-1614 no later than **2:00 PM** local time, **Thursday, October 13, 2011.**
8. Bids received after the date and time specified will not be considered.

**C. TECHNICAL PROPOSAL REQUIREMENTS**

1. Each technical proposal shall provide the following information, which shall effectively demonstrate how the bidder intends to completely satisfy the Scope of Services and Insurance Requirements, with the intent that the technical proposal of the successful bidder will become part of the contract with the MTA. The bidder shall submit all such information, which will enable the MTA to ascertain how the bidder shall successfully perform the required services.
2. In particular, the technical proposal shall contain those items outlined below.
  - a. Title Page
  - b. Transmittal Letter:
    - 1) A letter of transmittal signed by an officer authorized to make a binding commitment for the firm submitting the bid. This letter must contain:
      - a) A statement that the bidder has accepted, agreed to, and will comply with all the contract provisions, including the General Conditions for Service Contracts. Contract provisions are not negotiable.
      - b) Acknowledgement of receipt of any/all addenda.
  - c. Response to the Scope of Services:
    - 1) Technical Approach - The bidder shall set forth their understanding of the work to be accomplished and shall demonstrate the required capacity and understanding of the expected satisfactory service level.
    - 2) Client References - The references shall include the client, an

address, a contact person and current phone number, brief descriptions of service provided by the Bidder which are most related to the requirements of this procurement. The work shall have been performed during the last five (5) years. Limit of three (3) references, one page each are required.

- d. Fully executed Bidders Questionnaire (Exhibit B). All bidders shall identify the buses currently in their inventory by VIN, model, year and seating. If there no buses in the inventory, the bidder shall furnish proof that buses will be available in the event of contract award including a letter of availability from the vehicle vendor/lessor and commitment of financing. All buses shall be wheelchair lift equipped in compliance with ADA requirements.
- e. Copies of all required inspection certificates.
- f. Insurance Requirements  
(Scope of Services, I)
- g. Extreme Weather Plan  
(Scope of Services, E, 3)
- h. Accessible Service Plan  
(Scope of Services, D)
- i. Pre-Trip Inspection Form  
(Scope of Services, B, 3)
- k. Performance Bond  
(Attachment D)

**D. FINANCIAL CAPACITY/RESPONSIBILITY INFORMATION**

- 1) Provide a complete financial statement (compiled or audited by a Certified Public Accountant) for the Bidder's most recently completed business year. Include at least three credit references (including contact names and phone numbers), one of which shall be the Bidder's bank. Provide proof of financial commitment to provide the funds necessary to purchase/lease the required vehicles and facilities.
- 2) Provide proof of insurance to the limits specified in the Scope of Services, I. If coverage is not currently in force, provide a commitment that the coverage will be obtained upon notification of contract award and a letter from the Bidder's insurer/underwriter that the Bidder is eligible for such coverage and it can be secured.

3) Performance Guaranty - To ensure its performance in accordance with the terms and conditions of the Contract and to protect the MTA and its patrons in the event of the Contractor's default on its contractual obligations, the Contractor shall be required to submit a Performance Guaranty to the MTA prior to commencement of the contract. The Guaranty shall equal ten percent (10%) of the total, *three--year*, estimated contract price and be in one of the forms specified below. **The Bidder shall state in this section which of the four forms of performance guaranty it wishes to utilize.**

a) A performance bond in the format specified in Attachment D. The completed form shall be delivered to the MTA within 30 calendar days after receipt of Notice of Award. The following Surety Bond Qualifications shall apply:

(I) Bonds shall be written through surety insurers authorized to do business in the State of Maryland as surety, with a rating of at least "B V" as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A. M. Best Company, Oldwick, New Jersey.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

(II) Surety Bonds guaranteed through the U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

(III) The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of their power of attorney authorizing him or her to do so. The contract bond must be countersigned by the surety's resident Maryland Agent.

(b) A pledge of U.S. Government Securities or cash held in escrow by a Maryland bank in the amount of ten percent (10%) of the total, *three-year* estimated contract ceiling price to be held by a Maryland bank in escrow for the term of the contract and any extensions thereto. The form of the pledge must allow the MTA to direct the bank to liquidate the securities and withdraw funds from the escrow account upon presentation to the bank of a certification from the MTA Administrator that the Contractor has been issued a notice of termination for default in accordance with the terms of the contract. No countersignature or approval of the Contractor shall be required. The pledge must be signed and notarized by authorized officials of both the Contractor and the bank.

- (c) An irrevocable Letter of Credit (LOC) issued by a Maryland financial institution in a form acceptable to the MTA in the amount of ten percent (10%) of the total, *three-year* estimated contract ceiling price. The form of the LOC must allow the MTA to draw upon the funds upon presentation to the bank of a certification from the MTA Administrator that the Contractor has been issued a notice of termination for default in accordance with the terms of the contract. No countersignature or approval of the Contractor shall be required. The LOC must be signed and notarized by authorized officials of both the Contractor and the bank.
  - (d) Retainage of a portion of the contractor's gross billing amount until the termination of the contract or when the retainage equals ten percent (10%) of the total, *three-year* estimated contract ceiling price, whichever occurs first. The portion retained shall be ten percent (10%) of each monthly billings for all billings covering the first year of services and five percent (5%) thereafter until the 10% ceiling is reached. If the contract is terminated for default, the retainage shall be forfeited. Forfeiture shall not be construed as a waiver of any other remedies the MTA is entitled to exercise under the contract or at law.
- 4) Commitment of vehicle availability. If vehicles must be purchased or leased, include a letter from the vendor/lessor which provides a complete description of the vehicles and certifies their availability and delivery date. All vehicles are to be lift equipped.
  - 5) Financing plan for new/leased vehicles (if applicable), to include a letter of commitment from the financing organization and acceptance of that financing by the vehicle provider.

**E. ACCEPTANCE**

- 1. Bidders are advised to submit technical proposals which are fully and clearly acceptable without additional explanations or information. The MTA shall determine as to whether a proposal is acceptable without obtaining further information. However, if the MTA deems it necessary to obtain sufficient acceptable proposals, to assure adequate price competition in the second step, or deems it in its best interest, the MTA may request further information from bidders. Such information will be requested in connection with proposals which the MTA considers reasonably susceptible of being made acceptable by the additional information. In this regard, such information normally will only be requested to clarify or supplement but not change any proposal as submitted and, for this purpose, the MTA may discuss any such proposal with the bidder.
- 2. Evaluation of the proposals will be based upon the criteria contained in this IFB. The proposals as submitted will be categorized as:

- a. Acceptable;
  - b. Reasonably susceptible of being made acceptable by additional information clarifying or supplementing, but not changing the proposal as submitted; or
  - c. In all other cases, unacceptable.
3. Any proposal which fails to conform to the essential requirements of the specifications may be considered unacceptable.
4. The Procurement Officer may request bidders in category "b" as defined in Paragraph E.2 above to submit additional information, setting forth to the extent practicable the nature of the deficiencies in the proposal as submitted or the nature of the additional information required. The Procurement Officer may fix an appropriate time to conclude discussions, if any, submit all additional information, and to incorporate such additional information as part of their proposal as submitted. Such time may be extended at the sole discretion of the Procurement Officer. If the additional information incorporated as part of a proposal makes it acceptable, the proposal will be so categorized. Otherwise, the proposal will be categorized as unacceptable.
5. Bidders determined to have submitted an unacceptable proposal will be informed of the determination and the reasons therefore upon completion of the technical evaluations. Their price bids will be returned unopened.

**F. PRICE BID REQUIREMENTS**

1. Bidders shall submit a fully executed bid form.
2. Bidders shall submit a fully executed Bid/Proposal Affidavit (Attachment B). Each bid submitted is required to include a Bid/Proposal Affidavit.

**G. EVALUATION CRITERIA**

1. The bids received will be carefully evaluated for acceptance with the requirements of this IFB. The acceptance criterion is as follows:

- a. Timeliness

In order to be considered, all technical proposals and price bids must be received by the Issuing Office no later than **2:00 pm local time on Thursday October 13, 2011**. Bids arriving after the closing date and time shall be rejected.

**b.** Completeness

Each technical proposal will be reviewed to ascertain that all the information requested in the Proposal Format Sections have been completely furnished. Proposals determined to be incomplete may be declared unacceptable.

**c.** Vehicle Requirements

Each bidder is responsible for providing and ensuring that all back up coaches on Line 203 is lift equipped.

**TWO-STEP PROCUREMENT**

**INSTRUCTIONS TO BIDDERS**

**CONTRACT NO. T8000-0354**

**A. GENERAL**

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STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION

MARYLAND TRANSIT ADMINISTRATION

BID FORM

FOR

CONTRACT NO. T8000-0353

Line No. 203, Commuter Bus Service Between Howard County, Maryland  
and Montgomery County, Maryland

TO: MARYLAND TRANSIT ADMINISTRATION  
ATTN: CONTRACT ADMINISTRATION DEPARTMENT  
6 SAINT PAUL STREET  
BALTIMORE, MD 21202-1614

BID DUE DATE: \_\_\_\_\_  
BID DUE TIME:  
2:00 PM, Local Time

BID OF: \_\_\_\_\_  
(Bidder's Name)

To Whom It May Concern:

1. This bid is hereby submitted to the Maryland Transit Administration (hereinafter sometimes called the "Administration") in response to SOLICITATION INSTRUCTIONS dated **August 19, 2011**.
2. The UNDERSIGNED has thoroughly examined, acknowledges receipt of, and is familiar with the Contract Documents as well as the various instructions, information, and requirements covering the same, all as mentioned herein and in said SOLICITATION INSTRUCTIONS.
3. In compliance with said SOLICITATION INSTRUCTIONS the undersigned hereby proposes to furnish all labor, equipment, materials and perform all work described in and in strict accordance with the provisions of the Contract Documents for the consideration of the amounts, lump sum and unit prices listed in the attached Unit Price Schedule, and agrees that, upon Notice of Award, within ninety (90) calendar days after the date of opening of bids, unless mutually extended, he will within 10 calendar days after receipt of the prescribed forms, execute the Contract.
4. The UNDERSIGNED hereby certifies that the \_\_\_\_\_ (Bidder's Name) / /is, / / is not (CHECK ONE) included on the U.S. Comptroller General's list of ineligible contractors.

PARENT COMPANY

- a. UNDERSIGNED represents that it / /is, / / is not, (CHECK ONE) owned or

controlled by a parent company. For this purpose a parent company is defined as one, which either owns or controls the activities and basic business policies of the UNDERSIGNED. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company such ownership is not required; if another company is able to formulate, determine or veto basic business policy decisions of the bidder, such other company is considered the parent of the bidder. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.

- b. If UNDERSIGNED is owned or controlled by a parent company, insert in the space below the name and main office address of the parent company.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

5. CERTIFICATION OF NON-MARYLANBD CORPORATION (FOREIGN CORPORATION)

- a. A corporation not incorporated in the State of Maryland is considered to be a foreign corporation and, therefore, is required to be registered with the Maryland State Department of Assessments and Taxation if awarded this contract.
- b. Where a foreign corporation is currently registered with the Department of Assessments and Taxation, such a bidder shall submit with his bid a copy of the department's certification of his registration or qualification acknowledgement.
- c. If a foreign corporation is not currently registered, such a bidder shall submit with his bid his certification that, if notified of his apparent award of the contract, he will register with the Maryland State Department of assessments and Taxation and provide a copy of the department's certification of his registration or qualification acknowledgement along with the executed contract.

6. The UNDERSIGNED acknowledges receipt of the following addenda to the Bid Documents (Give the Number and date of each).

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Failure to acknowledge receipt of all addenda may cause the bid to be considered not responsive to the invitation, which would require rejection of the bid.

7. Enclosed are the following documents and forms:

- 1) Bid Form including Price Schedules
- 2) Bid/Proposal Affidavit
- 3) Bidder's Questionnaire
- 4) Living Wage Requirements
- 5) MBE Forms
- 6) Conflict of Interest Affidavit/Disclosure

SCHEDULE OF PRICES

The bid award for this required commuter bus services will be based on the price for three (3) years of service. The bidder with the lowest three (3) year bid price, and who is also judged responsive and responsible shall be the successful bidder.

At the end of three (3) years, the MTA, at its sole option, may renew this contract for one (1) two-year extension.

Bidder shall provide pricing information on the three (3) year initial term as well as the two (2) year option.

The MTA reserves the sole right during the contract period to add, reduce or terminate service.

The yearly cost shall be determined by the following formula:

Contractor shall be paid on a scheduled revenue mile basis for trips actually run.

There is an average of 37 revenue miles per one-way daily weekday trips on the #203 line. A total of three (3) buses are required daily.

The trip price is defined as the price for on one-way trip.

Daily one-way trip: #203 = seven (7) daily stops (5:33AM/5:42PM)

Annual Operating Days 250

Annual Revenue Miles: #203 = 37 miles x 7 trips x 250 days=  
64,750 annual revenue miles

Up to three (3) of the vehicles will be MTA leased vehicles. Pricing for Contractor's vehicle is required due to an anticipated increase in annual trips.

NOTE: Actual annual trips and/or annual revenue miles may vary at the discretion of the MTA

LINE #203

**YEAR ONE**

Price per scheduled revenue mile: (Per revenue mile)

- (a) *MTA Leased Equipment* a)
- (b) *45 Ft – 55 Passenger (Contractor Equipment)* b)

**YEAR TWO**

Price per scheduled revenue mile: (Per revenue mile)

- (a) *MTA Leased Equipment* a)
- (b) *45 Ft. – 55 Passenger (Contractor Equipment)* b)

**YEAR THREE**

Price per scheduled revenue mile: (Per revenue mile)

- (a) *MTA Leased Equipment* a)
- (b) *45 Ft. - 55 Passenger (Contractor Equipment)* b)

**OPTION YEAR**

Price per scheduled revenue mile: (Per revenue mile)

- (a) *MTA Leased Equipment* a)
- (b) *45 Ft. – 55 Passenger (Contractor Equipment)* b)

**OPTION YEAR**

Price per scheduled revenue mile: (Per revenue mile)

- (a) *MTA Leased Equipment* a)
- (b) *45 Ft. – 55 Passenger (Contractor Equipment)* b)

LINE #203

TOTAL  
PRICES:

Commuter Bus Service between Snowden River Park and ride, Howard County and Medical Center Metro, Montgomery County.

The amount of annual miles is estimated and is provided for Bidder Purposes.

	<u>Price per Revenue Mile</u>	<u>Total Yearly Price</u>
First	\$ _____ x <u>18,500</u> Annual Miles = \$ _____	(MTA Leased)*(2 trips)
Year	\$ _____ x <u>18,500</u> Annual Miles = \$ _____	(MTA Leased)*(2 trips)
	\$ _____ x <u>27,750</u> Annual Miles = \$ _____	(MTA Leased)*(3 trips)
Year One Total \$ _____		

Second	\$ _____ x <u>18,500</u> Annual Miles = \$ _____	(MTA Leased)*(2 trips)
Year	\$ _____ x <u>18,500</u> Annual Miles = \$ _____	(MTA Leased)*(2 trips)
	\$ _____ x <u>27,750</u> Annual Miles = \$ _____	(MTA Leased)*(3 trips)
Year Two Total \$ _____		

Third	\$ _____ x <u>18,500</u> Annual Miles = \$ _____	(MTA Leased)*(2 trips)
Year	\$ _____ x <u>18,500</u> Annual Miles = \$ _____	(MTA Leased)*(2 trips)
	\$ _____ x <u>27,750</u> Annual Miles = \$ _____	(MTA Leased)*(3 trips)
Year Three Total \$ _____		

**TOTAL THREE YEAR BID PRICE** \$ \_\_\_\_\_

\*Number of trips.

OPTION YEAR ONE AND TWO    Line # 203

Option    \$ \_\_\_\_\_ x 18,500 Annual Miles = \$ \_\_\_\_\_ (MTA Leased)\*(2 trips)  
            \$ \_\_\_\_\_ x 18,500 Annual Miles = \$ \_\_\_\_\_ (MTA Leased)\*(2 trips)  
            \$ \_\_\_\_\_ x 27,750 Annual Miles = \$ \_\_\_\_\_ (MTA Leased)\*(3 trips)

Option Year One Total \$ \_\_\_\_\_

Option    \$ \_\_\_\_\_ x 18,500 Annual Miles = \$ \_\_\_\_\_ (MTA Leased)\*(2 trips)  
Year 2    \$ \_\_\_\_\_ x 18,500 Annual Miles = \$ \_\_\_\_\_ (MTA Leased)\*(2 trips)  
            \$ \_\_\_\_\_ x 27,750 Annual Miles = \$ \_\_\_\_\_ (MTA Leased)\*(3 trips)

Option Year Two Total \$ \_\_\_\_\_

OPTION YEARS BID PRICE \$ \_\_\_\_\_

\*Number of trips

LINE #203 FIRST YEAR \_\_\_\_\_

LINE #203 SECOND YEAR \_\_\_\_\_

LINE #203 THIRD YEAR \_\_\_\_\_

THREE-YEARS TOTAL (BASIS OF AWARD) \_\_\_\_\_

OPTION YEAR ONE AND TWO    Line # 203

OPTION YEAR ONE \_\_\_\_\_

OPTION YEAR TWO \_\_\_\_\_

TWO-YEAR TOTAL (OPTION YEARS) \_\_\_\_\_

A. CORPORATION BID:

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
State in which Incorporated

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Telephone

Attest:

By:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President or Vice President

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

B. PARTNERSHIP BID:

\_\_\_\_\_  
Name of Partnership

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Telephone

Names of each Partner:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness:

By:

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

C. INDIVIDUAL BID

---

Name

---

Business Address

---

Telephone

Witness:

By:

---

Print Name

---

Signature

---

Print Name

STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION

MARYLAND TRANSIT ADMINISTRATION

BID FORM

FOR

CONTRACT NO. T8000-0354

Line No. 204 & 205, Commuter Bus Service Between Frederick, Montgomery and Prince George's Counties, Maryland

TO: MARYLAND TRANSIT ADMINISTRATION  
ATTN: CONTRACT ADMINISTRATION DEPARTMENT  
6 SAINT PAUL STREET  
BALTIMORE, MD 21202-1614

BID DUE DATE: \_\_\_\_\_  
BID DUE TIME: 2:00 PM, Local Time

BID OF: \_\_\_\_\_  
(Bidder's Name)

To Whom It May Concern:

1. This bid is hereby submitted to the Maryland Transit Administration (hereinafter sometimes called the "Administration") in response to SOLICITATION INSTRUCTIONS dated August 19, 2011.
2. The UNDERSIGNED has thoroughly examined, acknowledges receipt of, and is familiar with the Contract Documents as well as the various instructions, information, and requirements covering the same, all as mentioned herein and in said SOLICITATION INSTRUCTIONS.
3. In compliance with said SOLICITATION INSTRUCTIONS the undersigned hereby proposes to furnish all labor, equipment, materials and perform all work described in and in strict accordance with the provisions of the Contract Documents for the consideration of the amounts, lump sum and unit prices listed in the attached Unit Price Schedule, and agrees that, upon Notice of Award, within ninety (90) calendar days after the date of opening of bids, unless mutually extended, he will within 10 calendar days after receipt of the prescribed forms, execute the Contract.
4. The UNDERSIGNED hereby certifies that the \_\_\_\_\_ (Bidder's Name) / /is, / / is not (CHECK ONE) included on the U.S. Comptroller General's list of ineligible contractors.

PARENT COMPANY

- a. UNDERSIGNED represents that it / /is, / / is not, (CHECK ONE) owned or

controlled by a parent company. For this purpose a parent company is defined as one, which either owns or controls the activities and basic business policies of the UNDERSIGNED. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company such ownership is not required; if another company is able to formulate, determine or veto basic business policy decisions of the bidder, such other company is considered the parent of the bidder. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.

- b. If UNDERSIGNED is owned or controlled by a parent company, insert in the space below the name and main office address of the parent company.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

5. CERTIFICATION OF NON-MARYLANBD CORPORATION (FOREIGN CORPORATION)

- a. A corporation not incorporated in the State of Maryland is considered to be a foreign corporation and, therefore, is required to be registered with the Maryland State Department of Assessments and Taxation if awarded this contract.
- b. Where a foreign corporation is currently registered with the Department of Assessments and Taxation, such a bidder shall submit with his bid a copy of the department's certification of his registration or qualification acknowledgement.
- c. If a foreign corporation is not currently registered, such a bidder shall submit with his bid his certification that, if notified of his apparent award of the contract, he will register with the Maryland State Department of assessments and Taxation and provide a copy of the department's certification of his registration or qualification acknowledgement along with the executed contract.

6. The UNDERSIGNED acknowledges receipt of the following addenda to the Bid Documents (Give the Number and date of each).

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Failure to acknowledge receipt of all addenda may cause the bid to be considered not responsive to the invitation, which would require rejection of the bid.

7. Enclosed are the following documents and forms:

- 1) Bid Form including Price Schedules
- 2) Bid/Proposal Affidavit
- 3) Bidder's Questionnaire
- 4) Living Wage Requirements
- 5) MBE Forms
- 6) Conflict of Interest Affidavit/Disclosure

SCHEDULE OF PRICES

The bid award for all required commuter bus services will be based on the price for three (3) years of service. The bidder with the lowest three (3) year bid price, and who is also judged responsive and responsible shall be the successful bidder.

At the end of three (3) years, the MTA, at its sole option, may renew this contract for one (1) two-year extension.

Bidder shall provide pricing information on the three (3) year initial term as well as the two (2) year option.

The MTA reserves the sole right during the contract period to add, reduce or terminate service.

The yearly cost shall be determined by the following formula:

Contractor shall be paid on a scheduled revenue mile basis for trips actually run.

There is an average of 46 revenue miles per one-way daily weekday trips on the #204 line. A total of four (4) buses are required daily.

The trip price is defined as the price for a one-way trip.

Daily one-way trips: #204 = eight (8) daily stops (5:18AM/5:42PM)

Annual Operating Days: 250

Annual Revenue Miles: #204 = 46 miles x 8 trips x 250 days =  
92,000 annual revenue miles

Up to two (2) of the vehicles will be MTA Leased vehicles.

There is an average of 45 revenue miles per one-way daily weekday trips on the #205 line. A total of three (3) buses are required daily.

The trip price is defined as the price for a one-way trip.

Daily one-way trips: #205 = seven (7) daily stops (5:52AM/5:38PM)

Annual Operating Days: 250

Annual Revenue Miles: #205 = 45 miles x 7 trips x 250 days =  
78,750 annual revenue miles

Up to two (2) of the vehicles will be MTA Leased vehicles.

NOTE: Actual annual trips and/or annual revenue miles may vary at the discretion of the MTA.

LINE #204

**YEAR ONE**

Price per scheduled revenue mile: (Per revenue mile)

- (a) 45 Ft. 55 Passenger (Contractor Equipment) a)
- (b) MTA Leased Equipment b)

**YEAR TWO**

Price per scheduled revenue mile: (Per revenue mile)

- (a) 45 Ft. – 55 Passenger (Contractor Equipment) a)
- (b) MTA Leased Equipment b)

**YEAR THREE**

Price per scheduled revenue mile: (Per revenue mile)

- (a) 45 Ft. – 55 Passenger (Contractor Equipment) a)
- (b) MTA Leased Equipment b)

**OPTION YEAR**

Price per scheduled revenue mile: (Per revenue mile)

- (a) 45Ft. – 55 Passenger (Contract Equipment) a)
- (b) MTA Leased Equipment b)

**OPTION YEAR**

Price per scheduled revenue mile: (Per revenue mile)

- (a) 45 Ft. – 55 Passenger (Contractor Equipment) a)
- (b) MTA Leased Equipment b)

LINE #205

**YEAR ONE**

Price per scheduled revenue mile: (Per revenue mile)

(a) 45 Ft. – 55 Passenger (Contractor Equipment) a)  
(b) MTA Leased Equipment b)

**YEAR TWO**

Price per scheduled revenue mile: (Per revenue mile)

(a) 45 Ft. – 55 Passenger (Contractor Equipment) a)  
(b) MTA Leased Equipment b)

**YEAR THREE**

Price per scheduled revenue mile: (Per revenue mile)

(a) 45 Ft. – 55 Passenger (Contractor Equipment) a)  
(b) MTA Leased Equipment b)

**OPTION YEAR**

Price per scheduled revenue mile: (Per revenue mile)

(a) 45Ft. - 55 Passenger (Contractor Equipment) a)  
(b) MTA Leased Equipment b)

**OPTION YEAR**

Price per scheduled revenue mile: (Per revenue mile)

(a) 45Ft. – 55 Passenger (Contractor Equipment) a)  
(b) MTA Leased Equipment b)

LINE #204

TOTAL

PRICES: Commuter Bus Service between Frederick, Montgomery and Prince George's Counties, Maryland.

The amount of annual miles is estimated and is provided for Bidder Purposes.

	<u>Price per Revenue Mile</u>	<u>Total Yearly Price</u>
First	\$ _____ x <u>23,000</u> Bus/Annual Miles = \$ _____ *(2 trips)	
Year	\$ _____ x <u>23,000</u> Bus/Annual Miles = \$ _____ (MTA Leased)*(2 trips)	
	\$ _____ x <u>23,000</u> Bus/Annual Miles = \$ _____ *(2trips)	
	\$ _____ x <u>23,000</u> Bus/Annual Miles = \$ _____ (MTA Leased)*(2 trips)	

Year One Total \$ \_\_\_\_\_

Second	\$ _____ x <u>23,000</u> Bus/Annual Miles = \$ _____ *(2 trips)	
Year	\$ _____ x <u>23,000</u> Bus/Annual Miles = \$ _____ (MTA Leased)*(2 trips)	
	\$ _____ x <u>23,000</u> Bus/Annual Miles = \$ _____ *(2 trips)	
	\$ _____ x <u>23,000</u> Bus/Annual Miles = \$ _____ (MTA Leased)*(2 trips)	

Year Two Total \$ \_\_\_\_\_

Third	\$ _____ x <u>23,000</u> Bus/Annual Miles = \$ _____ *(2 trips)	
Year	\$ _____ x <u>23,000</u> Bus/Annual Miles = \$ _____ (MTA Leased)*(2 trips)	
	\$ _____ x <u>23,000</u> Bus/Annual Miles = \$ _____ *(2 trips)	
	\$ _____ x <u>23,000</u> Bus/Annual Miles = \$ _____ (MTA Leased)*(2 trips)	

Year Three Total \$ \_\_\_\_\_

**TOTAL THREE YEAR BID PRICE** \$ \_\_\_\_\_

\*Number of trips

BID FORM

OPTION YEAR ONE AND TWO Line # 204

Option \$ \_\_\_\_\_ x 46,000 Bus/Annual Miles = \$ \_\_\_\_\_ \*(4 trips)

Year 1 \$ \_\_\_\_\_ x 46,000 Bus/Annual Miles = \$ \_\_\_\_\_ (MTA Leased)\*(4 trip)

Option Year One Total \$ \_\_\_\_\_

Option \$ \_\_\_\_\_ x 46,000 Bus/Annual Miles = \$ \_\_\_\_\_ \*(4 trips)

Year 2 \$ \_\_\_\_\_ x 46,000 Bus/Annual Miles = \$ \_\_\_\_\_ MTA Leased)\*(4 trips)

Option Year Two Total \$ \_\_\_\_\_

OPTION YEARS BID PRICE \$ \_\_\_\_\_

LINE #205

TOTAL PRICES: Commuter Bus Service between Frederick, Montgomery and Prince George's Counties, Maryland.

The amount of annual miles is estimated and is provided for Bidder Purposes.

	<u>Price per Revenue Mile</u>	<u>Total Yearly Price</u>
First	\$ _____ x <u>22,500</u> Bus/Annual Miles = \$ _____ *(2 trips)	
Year	\$ _____ x <u>33,750</u> Bus/Annual Miles = \$ _____ (MTA Leased)*(3 trips)	
	\$ _____ x <u>22,500</u> Bus/Annual Miles = \$ _____ (MTA Leased)*(2 trips)	

Year One Total \$ \_\_\_\_\_

Second	\$ _____ x <u>22,500</u> Bus/Annual Miles = \$ _____ *(2 trips)	
Year	\$ _____ x <u>33,750</u> Bus/Annual Miles = \$ _____ (MTA Leased)*(3 trips)	
	\$ _____ x <u>22,500</u> Bus/Annual Miles = \$ _____ (MTA Leased)*(2 trips)	

Year Two Total \$ \_\_\_\_\_

Third	\$ _____ x <u>22,500</u> Bus/Annual Miles = \$ _____ *(2 trips)	
Year	\$ _____ x <u>33,750</u> Bus/Annual Miles = \$ _____ (MTA Leased)*(3 trips)	
	\$ _____ x <u>22,500</u> Bus/Annual Miles = \$ _____ (MTA Leased)*(2 trips)	

Year Three Total \$ \_\_\_\_\_

**TOTAL THREE YEAR BID PRICE** \$ \_\_\_\_\_

\*Number of trips

BID FORM

OPTION YEAR ONE AND TWO Line # 205

Option \$ \_\_\_\_\_ x 22,500 Bus/Annual Miles = \$ \_\_\_\_\_ \*(2 trips)  
Year 1 \$ \_\_\_\_\_ x 56,250 Bus/Annual Miles = \$ \_\_\_\_\_ (MTA Leased)\*(5 trips)

Option Year One Total \$ \_\_\_\_\_

Option \$ \_\_\_\_\_ x 22,500 Bus/Annual Miles = \$ \_\_\_\_\_ \*(2 trips)  
Year 2 \$ \_\_\_\_\_ x 56,250 Bus/Annual Miles = \$ \_\_\_\_\_ (MTA Leased)\*(5 trips)

Option Year Two Total \$ \_\_\_\_\_

OPTION YEARS BID PRICE \$ \_\_\_\_\_

\*Number of trips

LINE # 204

LINE #204 FIRST YEAR \_\_\_\_\_

LINE #204 SECOND YEAR \_\_\_\_\_

LINE #204 THIRD YEAR \_\_\_\_\_

THREE-YEARS TOTAL (BASIS OF AWARD) \_\_\_\_\_

OPTION YEAR ONE AND TWO    Line # 204

OPTION YEAR ONE \_\_\_\_\_

OPTION YEAR TWO \_\_\_\_\_

TWO-YEAR TOTAL (OPTION YEARS) \_\_\_\_\_

LINE # 205

LINE #205 FIRST YEAR \_\_\_\_\_

LINE #205 SECOND YEAR \_\_\_\_\_

LINE #205 THIRD YEAR \_\_\_\_\_

THREE-YEARS TOTAL (BASIS OF AWARD) \_\_\_\_\_

OPTION YEAR ONE AND TWO Line # 205

OPTION YEAR ONE \_\_\_\_\_

OPTION YEAR TWO \_\_\_\_\_

TWO-YEAR TOTAL (OPTION YEARS) \_\_\_\_\_

BID FORM

A. CORPORATION BID:

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
State in which Incorporated

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Telephone

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Print Name

By:

\_\_\_\_\_  
President or Vice President

\_\_\_\_\_  
Print Name

B. PARTNERSHIP BID:

\_\_\_\_\_  
Name of Partnership

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Telephone

Names of each Partner:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness:

\_\_\_\_\_

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

C. INDIVIDUAL BID

\_\_\_\_\_  
Name

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Telephone

Witness:

By:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name



MARYLAND TRANSIT ADMINISTRATION

MARYLAND DEPARTMENT OF TRANSPORTATION

Martin O'Malley, Governor • Anthony G. Brown, Lt. Governor  
Beverly K. Swaim-Staley, Secretary • Ralign T. Wells, Administrator

**MEMORANDUM**

TO: Holders of Contracts Documents

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

SUBJECT: Addendum No. 1  
Contract No. T8000-0353  
Commuter Bus Services between Howard and Montgomery Counties  
Contract No. T8000-0354  
Commuter Bus Service between Frederick, Montgomery and Prince George's  
Counties, Maryland-Lines 204 & 205

DATE: September 23, 2011

**Issued herewith and effective this date is Addendum No. 1. The Bidder shall include acknowledgement of receipt of this Addendum in the *Bid Form Section, Page 2 of 6, Invitation for Bid.***

**ITEM ONE:**

➤ **QUESTIONS/INQUIRES/MTA RESPONSES:**

**Question # 1**

At various times, federal, state and local governments consider laws, rules and regulations which require an increase to the minimum wages or benefits mandated for the employees that will be employed under this contract. If such an event occurs during the term of the agreement, how will the agency respond for an application for increased compensation. For example, in the state of Massachusetts recently passed a law requiring employers to provide a certain level of health insurance. Since these events

cannot be anticipated and the costs are so significant, we need to understand the risk associated with such laws, rules or regulations.

**MTA Response:**

**Living Wage Requirements: Please read Attachment K**

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's wage requirement is contained in this solicitation (see Attachment K entitled Living Wage Requirements for Service Contracts). If the Bidder fails to submit and complete the required documentation under State law, the State may determine a Bidder to be not responsible.

**Question # 2:**

At this time, there remains significant unknowns regarding the specifics of the new federal health care legislation. Please provide direction regarding whether or not the bidders should attempt to contemplate these costs in its bid or, once more information is known, will the agency be open to discussions regarding the costs associated with this new law?

**MTA Response:**

**No, MTA cannot provide any information on the in pack of federal health care legislation.**

**Question # 3:**

The RFP states that the contractor is responsible for all licensing, permits and taxes. Can the MTA provide the current year's or last year's cost associated with these licenses and taxes?

**MTA Response:**

**There is no current contract this is a new route.**

**Question # 4:**

Please provide the total amount paid to contractor for fiscal year 2010/2011.

**MTA Response:**

**There is no current contract this is a new route.**

**Question # 5:**

How many years has the existing contractor held this contract? Does this include any extensions? If so, how many extensions and length of each extension?

**MTA Response:**

**Answer is the same as question # 4.**

**Question # 6:**

Please provide copies of the last three months of management reports from the Contractor for this contract.

**MTA Response:**

**Answer is the same as question # 4.**

**Question # 7:**

Please provide copies of the last three months of invoices from the Contractor for this contract.

**MTA Response:**

**Answer is the same as question # 4.**

**Question # 8:**

Please provide a copy of the current contract for each Contractor for these services.

**MTA Response:**

**Answer is the same as question # 4.**

**Question # 9:**

Please provide a current organizational chart or listing of positions that is being provided for this contract by the current contractor. Please indicate the percent that these positions are dedicated to this contract.

**MTA Response:**

**Answer is the same as question # 4.**

**Question # 10:**

We intend to hire as many of the existing employees as possible. In order for us to ensure that they make at least as much, or more than they do now, please provide a seniority list for the current employees for this contract, and indicate position, full time or part time, length of service, and current rate of pay.

**MTA Response:**

**Answer is the same as question # 4.**

**Question # 11:**

Are the current drivers/employees part of a labor union? If yes, for which service, and please provide contact name and number for the union representative.

**MTA Response:**

**Answer is the same as question # 4.**

**Question # 12:**

If the drivers/employees are part of a labor union, please provide a current copy of the collective bargaining agreement.

**MTA Response:**

**Answer is the same as question # 4.**

**Question # 13:**

Please provide information regarding the current rates/benefits of the current employees. Please include specific regarding co-pays, dependant coverage and amount of premium paid by employer.

**MTA Response:**

**No current contract this is a new route.**

**Question # 14:**

Please specify the number of telephone lines required and specify the kind of data lines (T-1, TDD, dial-up, etc.) required, if any.

**MTA Response:**

**There are no requirements**

**Question # 15:**

Please provide a history of liquidated damages charged in the past 12 months, and please clarify if the liquidated damages for this new RFP differ from the current contract.

**MTA Response:**

**There is no current contract this is a new route.**

**Question # 16:**

Please confirm if contractors will be allowed to submit proposals combining RFP T8000-0353 (Line No.203) and T8000-0354 Line No. 204 & 205?

**MTA Response:**

**No, there are two separate contracts one is for commuter bus line 203 and the other is for commuter bus lines 204 & 205.**

**Question # 17:**

Will MTA allow the contractor to house its operations in the same building as another operation managed by the Contractor?

**MTA Response:**

**Yes**

**Question # 18:**

The RFP states that the contractor is responsible for all licensing, permits and taxes. Can the MTA provide the current year's or last year's cost associated with these licenses and taxes?

**MTA Response:**

**No, this is a new services and route.**

**Question # 19:**

Will the contractor be allowed to park service vehicles used for T8000-0353 (Line No. 203) and T8000-0354 (Line No. 204 and 205) at the same operations facility?

**MTA Response:**

Yes

**Question # 20:**

Please provide the unit numbers of the buses to be leased to the Contractor.

**MTA Response:**

**On commuter bus line 203, the MTA will lease three (3) buses**

**On commuter bus line 204, the MTA will lease two (2) buses**

**On commuter bus line 205, the MTA will lease two (2) buses**

**Question # 21:**

Will there be a vehicle inspection scheduled prior to the January 2, 2012 start date?

**MTA Response:**

**No, however there may be a site visit at the prospective bidder's maintenance facility to insure they have sufficient means to maintain motor coaches. The visit will be part of the Technical evaluation review committee's approval process if necessary. The specific buses that will be put into service need not be present during this time.**

**ITEM TWO:**

THE FOLLOWING PAGE/SECTION TO THE IFB IS REVISED AS INDICATED:

- SERVICE SCHEDULE /ROUTE DESCRIPTION – (SEE REVISED ATTACHED)
- SCOPE OF SERVICES FOR COMMUTER BUS LINE 203 – (SEE REVISED ATTACHED – CHANGE IS IN *ITALICS*)
- SCOPE OF SERVICES FOR COMMUTER BUS LINE 204 & 205 – (SEE REVISED ATTACHED – CHANGE IS IN *ITALICS*)

**ITEM THREE:**

**REMINDER**

**For commuter bus line 203 the recommended MBE Subcontract Goal is 5% with no subgoals FOR THIS SOLICITATION. By submitting a response to this solicitation, the bidder agrees that this dollar amount of the contract will be performed by certified minority business enterprises.**

**For commuter bus lines 204 & 205 the recommended MBE Subcontract Goal is 6% with no subgoals FOR THIS SOLICITATION. By submitting a response to this solicitation, the bidder agrees that this dollar amount of the contract will be performed by certified minority business enterprises.**

MBE Subcontractors not certified by the Maryland Department of Transportation (MDOT) **will not** be accepted.

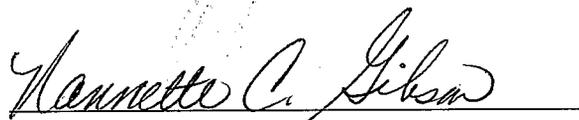
**A bidder who is certified as a Minority Business Enterprise and awarded the contract that results from this IFB is not exempt and must still meet the MBE subcontract goal for this IFB with certified MBE subcontractors as detailed in this IFB.**

**ITEM FOUR:**

**The Pre-Bid meeting attendance sheet is attached.**

**All other conditions remain the same.**

The information issued with this Addendum will become part of the contract awarded to the successful bidder. If you have any questions regarding this Addendum, please contact me at 410-767-0813 or by e-mail at [ngibson@mta.maryland.gov](mailto:ngibson@mta.maryland.gov)



Nannette C. Gibson  
Procurement Administrator  
MTA Procurement Division

Effective ????????, 2012

<b>NO. 203 LINE</b>			
<b>SOUTHBOUND FROM COLUMBIA TO BETHESDA (A.M.)</b>			
<b>Trip No.</b>	<b>1</b>	<b>2</b>	<b>3</b>
<b>HOWARD COUNTY</b>			
<b>Snowden River Park &amp; Ride</b>	5:33	6:03	6:33
<b>The Mall in Columbia (South Ring Rd.)</b>	5:44	6:14	6:44
<b>Scaggsville Park &amp; Ride</b>	5:58	6:28	6:58
<b>MONTGOMERY COUNTY</b>			
<b>Burtonsville Park &amp; Ride</b>	6:06	6:36	7:06
<b>Georgia Avenue Park &amp; Ride</b>	6:22	6:52	7:22
<b>Medical Center Metro</b>	6:45	7:15	7:45

Effective ????????, 2012

<b>NO. 203 LINE</b>				
<b>NORTHBOUND FROM BETHESDA TO COLUMBIA (P.M.)</b>				
<b>Trip No.</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>MONTGOMERY COUNTY</b>				
<b>Medical Center Metro</b>	12:30	3:30	4:00	4:30
<b>Georgia Avenue Park &amp; Ride</b>	12:53	3:53	4:23	4:53
<b>Burtonsville Park &amp; Ride</b>	1:09	4:09	4:39	5:09
<b>HOWARD COUNTY</b>				
<b>Scaggsville Park &amp; Ride</b>	1:17	4:17	4:47	5:17
<b>The Mall in Columbia (South Ring Rd.)</b>	1:31	4:31	5:01	5:31
<b>Snowden River Park &amp; Ride</b>	1:42	4:42	5:12	5:42

ADDENDUM NO. 1

Effective ????????, 2012

<b>NO. 204 LINE</b>				
<b>SOUTHBOUND FROM FREDERICK TO COLLEGE PARK (A.M.)</b>				
Trip No.	1	2	3	4
<b>FREDERICK COUNTY</b>				
Monocacy MARC Station (Genstar Dr. near MD 355)	5:18	5:48	6:18	6:48
Urbana Park & Ride (MD 80 & I-270)	5:28	5:58	6:28	6:58
<b>MONTGOMERY COUNTY</b>				
Gaithersburg Park & Ride	5:46	6:16	6:46	7:16
Georgia Avenue Park & Ride	6:00	6:30	7:00	7:30
Federal Drug Administration (FDA)	6:15	6:45	7:15	7:45
<b>PRINCE GEORGE'S COUNTY</b>				
University of Maryland College Park (Stadium Dr.)	6:30	7:00	7:30	8:00
College Park Metro / MARC Station	6:33	7:03	7:33	8:03

Effective ????????, 2012

<b>NO. 204 LINE</b>				
<b>NORTHBOUND FROM COLLEGE PARK TO FREDERICK (P.M.)</b>				
Trip No.	5	6	7	8
<b>PRINCE GEORGE'S COUNTY</b>				
College Park Metro / MARC Station	2:57	3:27	3:57	4:27
University of Maryland College Park (Stadium Dr.)	3:00	3:30	4:00	4:30
<b>MONTGOMERY COUNTY</b>				
Federal Drug Administration (FDA)	3:15	3:45	4:15	4:45
Georgia Avenue Park & Ride	3:30	4:00	4:30	5:00
Gaithersburg Park & Ride	3:44	4:14	4:44	5:14
<b>FREDERICK COUNTY</b>				
Urbana Park & Ride (MD 80 & I-270)	4:02	4:32	5:02	5:32
Monocacy MARC Station (Genstar Dr. near MD 355)	4:12	4:42	5:12	5:42

Effective ????????, 2012

<b>NO. 205 LINE</b>			
<b>NORTHBOUND FROM COLLEGE PARK TO GERMANTOWN (A.M.)</b>			
<b>Trip No.</b>	<b>1</b>	<b>2</b>	<b>3</b>
<b>PRINCE GEORGE'S COUNTY</b>			
College Park Metro / MARC Station	5:52	6:22	6:52
Muirkirk MARC Station	6:11	6:41	7:11
<b>MONTGOMERY COUNTY</b>			
Georgia Avenue Park & Ride	6:26	6:56	7:26
Shady Grove Metro Station (east side)	6:35	7:05	7:35
Shady Grove Adventist Hospital	6:47	7:17	7:47
Life Sciences Center	6:48	7:18	7:48
Human Genome (Key West Ave.)	6:51	7:21	7:51
NIST (Bureau Drive)	7:00	7:30	8:00
Germantown Transit Center	7:09	7:39	8:09

Effective ????????, 2012

<b>NO. 205 LINE</b>				
<b>SOUTHBOUND FROM GERMANTOWN TO COLLEGE PARK (P.M.)</b>				
<b>Trip No.</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>MONTGOMERY COUNTY</b>				
Germantown Transit Center	12:00	3:21	3:51	4:21
NIST (Bureau Drive)	12:09	3:30	4:00	4:30
Human Genome (Key West Ave.)	12:18	3:39	4:09	4:39
Life Sciences Center	12:21	3:42	4:12	4:42
Shady Grove Adventist Hospital	12:22	3:43	4:13	4:43
Shady Grove Metro Station (east side)	12:34	3:55	4:25	4:55
Georgia Avenue Park & Ride	12:43	4:04	4:34	5:04
<b>PRINCE GEORGE'S COUNTY</b>				
Muirkirk MARC Station	12:58	4:19	4:49	5:19
College Park Metro / MARC Station	1:17	4:38	5:08	5:38

ADDENDUM NO. 1

## SCOPE OF SERVICES

### **A. CONTRACT DURATION / PERFORMANCE**

The period of performance will be for three (3) years with one (1) two-year option. Service is scheduled to begin on January 1, 2012. Contract contains one (1) two (2) year MTA option.

The Contractor will provide services as detailed in this contract. Failure to provide said services in accordance with the terms of this contract will result in the assessment of liquidated damages as prescribed herein.

### **B. VEHICLE REQUIREMENTS**

1. **Number.** The Contractor is responsible for providing lift-equipped bus service for all the #203. The contract requires buses to be 55-passenger or larger intercity or suburban type buses for the required commuter bus services. The Contractor is responsible to provide backup (spare) transit vehicles as necessary in the event that any vehicle(s) becomes inoperative or is out-of-service for maintenance.

The Contractor, at MTA's sole option, may be required to increase or decrease the number of buses on any service line. Additional buses must be placed in service within fifteen (15) operating days from MTA's notice to provide additional buses. The contract price will be adjusted by multiplying the revised revenue miles by the applicable revenue mile cost. This is the sole equitable adjustment to be made as a result of any change to the required service. If the change in service requires an increase in time in order to be accomplished the Contractor must request a time extension within fifteen (15) operating days from the beginning of the delay. The Procurement Officer, upon receipt of a written request for a time extension, shall ascertain the facts and adjust the completion date as the findings justified.

The MTA will offer to lease to the Contractor three (3) lift-equipped buses to assist the Contractor in providing accessible services. If the Contractor chooses not to accept the MTA's offer, this shall not reduce the Contractor's responsibility for providing lift-equipped vehicles in accordance with the Scope of Services D, Accessibility Requirements and current State and Federal Regulations.

Reference Attachment J for the terms of Lease Agreement.

2. **Type of Vehicle.**

The Contractor shall provide inter-city or suburban transit vehicles measuring a minimum of forty-five (45) feet in length with a minimum seating capacity for 55

people .

At no time during the term of the contract shall any bus be more than twelve (12) years of age or have more than one million hubodometer miles.

Vehicles are required to have properly functioning, operable air conditioning and heating units and must maintain a comfort level of 68-72 degrees Fahrenheit inside the coach whenever customers are on board. Failure to comply with this requirement will result in a penalty equal to the cost of the run. Further, all vehicles shall have upholstered high backed seats, operable overhead reading lights for each seat and wheelchair lifts that are in full compliance with the ADA.

All Vehicles must be able to communicate with central dispatch located at the main offices of the Contractor.

School buses or modified van-type vehicles are not acceptable.

Detailed specifications on the type of vehicles to be used, as primary and back up must be included in the bidders technical proposal.

An amount equal to 200% of each one-way trip price shall be imposed as liquidated damages each time an unacceptable vehicle is used to provide service.

3. **Maintenance and Condition.** The Contractor shall maintain the buses, including the MTA leased bus, in good, clean condition both operationally and appearance-wise. The Contractor shall provide the personnel, parts, equipment, supplies and supervision necessary to perform all preventative and repair maintenance to keep the vehicles clean, in good working order and to maintain service continuity. Every bus shall meet the criteria of the Commercial Vehicle Safety Alliance and the laws of the State of Maryland.

Not less than fifteen (15) days prior to the scheduled start of service, the Contractor shall provide the MTA with a current valid Maryland Motor Carrier Safety Program inspection certificate. In addition, as subsequent inspections occur, the contractor will provide additional valid Maryland Motor Carrier Safety Program inspection certificates for each vehicle used to provide this service. The Contractor will incur the cost of these inspections.

Failure to provide the required inspections and insurance certificates will cause the contractor to be deemed non-responsible and result in cancellation of the award.

4. **Inspection.** Every bus shall receive a daily pre-trip inspection before being placed in service. ADA lift equipment must be cycled and confirmed to function properly

as part of the daily pre-trip inspection. These daily pre-trip inspections shall be supplemented by regular weekly inspections to insure the proper operating condition of the buses. A record of all such inspections shall be kept by the Contractor and be available to the MTA as part of the Route Manager's weekly report (refer to Scope of Services, subsection F). (Failure to produce these records within the specified time will result in liquidated damages of \$100 per day, per bus. A copy of the pre-trip inspection form shall be submitted with the bid documents).

Non – MTA owned vehicles designated to be used for MTA Commuter Bus service are subject to periodic inspection of vehicle and records as deemed necessary by the MTA. This includes any spare vehicles to be used to operate this service.

In addition, all buses shall be inspected pursuant to and remain in compliance with the laws of the State of Maryland and shall maintain a current Maryland Motor Carrier Safety Program inspection certificate.

The Contractor shall provide MTA with copies of all state inspection certificates required by law. MTA reserves the right, at its sole discretion, to inspect and reject, temporarily or permanently, by notice to the Contractor, any vehicle the Contractor proposes to use, or subsequently uses which MTA deems unacceptable.

5. **Appearance.** The Contractor shall be responsible for maintaining the buses' internal and external appearance. Buses **shall** be kept clean. The inside of each bus, including restrooms, shall be cleaned daily. Additionally, the outside of each bus shall be washed daily, weather permitting. The restroom, if any on board, shall be maintained in operable condition with no noticeable odors at any time.

Liquidated damages of \$100 will be assessed for each one-way trip operated with a bus that is deemed unacceptable in appearance by the MTA.

6. **Identification.** Transit vehicles used to provide service shall display the logo of the Contractor. In addition, a decal supplied by the MTA, stating the following: "Commuter Service Provided under contract to the Maryland Transit Administration" shall be placed near the front entrance of the bus.

Liquidated damages of \$100 will be assessed for each day that each vehicle operates without specified decals.

In-service buses shall carry professionally made destination signs, with the initial set furnished by the MTA, which are visible to persons observing the oncoming bus. If a bus has electronic destination signs they must be maintained in good working order. All coaches providing MTA Commuter Bus service must display either electronic; above windshield scroll destination signs or pre-printed window card posted on the front windshield. Signs must be displayed whenever service is

provided. The cost of replacing the pre-printed destination signs is the responsibility of the Contractor.

For the routes covered by this contract, there are required destinations signs, which should read as follows:

#203 – Snowden River Park & Ride

#203 – Medical Center Metro

Liquidated damages of \$100 will be assessed for each trip operated without appropriate destination signs.

**C. PERSONNEL REQUIREMENTS**

The Contractor shall have complete responsibility for the employment of all personnel required to provide the detailed services.

The Contractor shall certify to the MTA that its drivers are in **compliance with the Federal Motor Carrier Safety Regulations for Operators** and all other applicable state and federal regulations as of the start of this contract. Every bus operator shall have a valid Commercial Driver's license. The Contractor shall ensure that its drivers maintain their compliance. The Contractor shall also be responsible for providing back-up drivers in the event of primary driver absence. Back-up drivers shall meet the same standards as the primary drivers.

**D. ACCESSIBILITY REQUIREMENTS**

The Contractor shall provide ADA compliant lift-equipped service. This is fixed route services proceeding from stop to stop. If additional lift-equipped vehicles are required, the successful bidder shall be responsible to obtain the additional vehicle(s).

**1. Specific Requirements**

- a) ADA compliant lift-equipped commuter buses must be maintained in proper and safe operating conditions as judged by industry standards and the MTA. Drivers shall be trained in the operation of the equipment and in passenger assistance. \*Contractor must submit to MTA documentation that each driver has trained in these areas.

The Contractor shall maintain driver training documents and provide them to the MTA, if required.

2. **Damages for Non Coverage**

Liquidated damages of \$500 per trip shall be assessed for any service trip when the Contractor does not provide a bus in compliance with requirements stated above, or, when the lift-equipment is non-operational.

E. **ON-TIME PERFORMANCE**

**Failure to perform on the part of the Contractor shall result in damages payable to MTA.**

1. **Standards**

The Contractor shall maintain a 95% on-time performance standard. On-time performance is the measure by which the Contractor will be evaluated in meeting the monthly operating requirements of the line. Each trip will be judged as on time or late. An on-time trip is when a bus meets the arrival times of the first stop in the public timetables. A late trip is when a bus departs the first scheduled stop, sixty minutes or more past the times posted in the public timetables.

If a trip operates late or fails to complete all stops on its route, as listed in the public timetable, the Contractor must report this to MTA by noon the next business day.

The Contractor must report any accident involving personal injury or any mechanical related failure in which the service does not operate or where passengers are forced to move from one vehicle to another within 30 minutes of the accident.

2. **Damages**

- a. For any consecutive five months in which the on-time performance standard is less than 95%, liquidated damages of \$1,000 shall be assessed to the Contractor. Repeated failure to meet this performance standard may result in termination of the contract.
- b. Liquidated damages of 200% of the per trip cost shall be assessed for each trip which departs a scheduled stop early.
- c. Liquidated damages of 200% of the per trip cost shall be assessed for each one-way trip not operated. Liquidated damages of 400% of the per trip cost shall be assessed for each one-way not operated which is the last such trip scheduled in either direction for either a.m. or p.m. service. If a trip operates

late or fails to complete all stops on its route, as listed in the public timetable, the Contractor must report this to MTA by noon the next business day.

- d. A one-way trip is defined as the total revenue miles, in either direction, between Snowden River Park & Ride and Medical Center Metro. A trip not operated is defined as a scheduled trip not made, or replacement trip not substituted before the last schedule trip during that peak period shift.

### **3. Extreme Weather Conditions & Special Situations**

The Contractor shall make every effort to maintain service, without compromising safety, during major snowstorms and similar inclement weather. The Contractor shall include a description of established procedures used to ensure service continuity under adverse operating conditions such as inclement weather, unexpected road conditions, or other conditions beyond its control. The MTA shall establish a procedure with the Contractor for notifying the media and MTA when service shall not operate due to inclement weather.

When such notification is followed, the Contractor compensation shall be reduced by an amount equal to the number of trips canceled times the unit cost of each canceled trip.

## **F. ROUTE MANAGER**

The Contractor shall designate a Route Manager to supervise the complete and proper operation of the required bus service. The Route Manager shall be responsible for the following:

1. Scheduling of all assigned personnel
2. Arranging the assignment of back-up personnel or vehicles whenever necessary.
3. Assuring schedule route adherence
4. Providing route supervision
5. Reporting on-time performance reports including infractions or missed trips in accordance with Section E of this article; reporting customer complaints pertaining to ADA and/or wheelchair lifts.
6. Resolving operational problems and/or passenger complaints and accurately reporting these problems and other customer service issues to the MTA in a timely manner (weekly telephone report on operational problems, 30 minute notification of personal injury accidents and 24 hour notification of customer service issues); and

If a passenger concern is raised directly with the Contractor, the Contractor shall investigate and respond directly to the passenger within 24 hours, if the matter is within the Contractor's purview, and notify the MTA of the issue and resolution during the weekly operational problems telephone report:

If the MTA forwards a concern to the Contractor to investigate, resolve and respond to the passenger the Contractor will respond directly to the passenger within 24 hours and notify the MTA of the issue and resolution during the weekly operational problems telephone report;

If the MTA requests the Contractors assistance to investigate and resolve a passenger concern, the Contractors assistance to investigate and resolve a passenger concern, the Contractor will investigate and respond back to the MTA with the resolution within 24 hours so that the MTA may respond to the passenger.

7. Coordinating all vehicle maintenance and inspections.
8. Produce and provide all required reports in the required time frames.
9. Be the primary point of contact between MTA's project manager and the Contractor.
10. All Section 15 reporting must be accurate, complete and included with the monthly invoice submission to the MTA.

#### **G. OPERATIONS REPORTS**

1. The Contractor shall maintain daily and monthly Trip Reports including verification of the number of trips operated, bus identification number, number of passengers per trip, type of fare collected and on-time performance. These records shall be made available for review by the MTA, and shall be made part of the monthly payment invoice.

The Contractor shall also submit monthly reports, according to the terms of the Vehicle Lease and Maintenance Agreement, for the MTA leased bus(es).

2. Personal injury accidents shall be reported to MTA within 30 minutes of the incident.

#### **H. "SECTION 15" REPORTING**

Section 15(b) of the Federal Transit Act of 1990, as amended, requires agencies that receive Federal Transit Administration (FTA) funds to provide specified operating statistics. This

data is used by FTA to determine federal grant apportionments. The Contractor shall furnish the required statistics to MTA.

The Project Manager will furnish the Contractor with the requirements and the time frames for furnishing all such information.

**I. SUBCONTRACTING**

The Contractor shall not subcontract any of the transportation services associated with the contract without the prior written consent of the Procurement Officer. Likewise, the remaining portions of the contract may only be subcontracted, assigned or otherwise disposed of with the prior written consent of the Procurement Officer. Any subcontract, assignment or other disposition of all or part of this Contract without the express written consent of the Procurement Officer shall be void ab initio. Consent to subcontract, assign or otherwise dispose of any portion of the Contract shall not be construed to relieve the Contractor or Surety of any responsibility for the fulfilling of all the requirements of the Contract. The Contractor shall incorporate by reference or otherwise include these General Conditions and the Contract Terms in every subcontract issued pursuant to or under this Contract. Further, the contractor shall furnish to the MTA, proof of insurance from the subcontractors in the same amount as the contractor is required to provide.

**J. MARYLAND TOLLS**

*All contractor owned buses operating on MTA Commuter service through Maryland toll facilities are required to have transponders, and tolls that are paid while using contractor owned coaches while in service for the MTA, are reimbursable and to be billed monthly as a line item on service invoice. State owned coaches come equipped with transponders that are directly billed to the State.*

## SCOPE OF SERVICES

### A. CONTRACT DURATION / PERFORMANCE

The period of performance will be for three (3) years with one (1) two-year option. Service is scheduled to begin on January 1, 2012. Contract contains one (1) two- year MTA option.

The Contractor will provide services as detailed in this contract. Failure to provide said services in accordance with the terms of this contract will result in the assessment of liquidated damages as prescribed herein.

### B. VEHICLE REQUIREMENTS

1. **Number.** The Contractor is responsible for providing lift-equipped buses for all the #204 and #205 commuter runs. The contract requires buses to be 55-passenger or larger intercity or suburban type buses for the required commuter bus services. The Contractor is responsible to provide backup (spare) transit vehicles as necessary in the event that any vehicle(s) becomes inoperative or is out-of-service for maintenance.

The Contractor, at MTA's sole option, may be required to increase or decrease the number of buses on any service lines. Additional buses must be placed in service within fifteen (15) operating days from MTA's notice to provide additional buses. The contract price will be adjusted by multiplying the revised revenue miles by the applicable revenue mile cost. This is the sole equitable adjustment to be made as a result of any change to the required service. If the change in service requires an increase in time in order to be accomplished the Contractor must request a time extension within fifteen (15) operating days from the beginning of the delay. The Procurement Officer, upon receipt of a written request for a time extension, shall ascertain the facts and adjust the completion date as the findings justified.

The MTA will offer to lease to the Contractor four (4) lift-equipped buses to assist the Contractor in providing accessible services. If the Contractor chooses not to accept the MTA's offer, this shall not reduce the Contractor's responsibility for providing lift-equipped vehicles in accordance with the Scope of Services D, Accessibility Requirements and current State and Federal Regulations.

Reference Attachment J for the terms of Lease Agreement.

2. **Type of Vehicle.**

The Contractor shall provide inter-city or suburban transit vehicles measuring a minimum of forty-five (45) feet in length with a minimum seating capacity for 55

people.

At no time during the term of the contract shall any bus be more than twelve (12) years of age or have more than one million hubodometer miles.

Vehicles are required to have properly functioning, operable air conditioning and heating units and must maintain a comfort level of 68-72 degrees Fahrenheit inside the coach whenever customers are on board. Failure to comply with this requirement will result in a penalty equal to the cost of the run. Further, all vehicles shall have upholstered high backed seats, operable overhead reading lights for each seat and wheelchair lifts that are in full compliance with the ADA.

All Vehicles must be able to communicate with central dispatch located at the main offices of the Contractor.

School buses or modified van-type vehicles are not acceptable.

Detailed specifications on the type of vehicles to be used, as primary and back up must be included in the bidders technical proposal.

An amount equal to 200% of each one-way trip price shall be imposed as liquidated damages each time an unacceptable vehicle is used to provide service.

3. **Maintenance and Condition.** The Contractor shall maintain the buses, including the MTA leased bus, in good, clean condition both operationally and appearance-wise. The Contractor shall provide the personnel, parts, equipment, supplies and supervision necessary to perform all preventative and repair maintenance to keep the vehicles clean, in good working order and to maintain service continuity. Every bus shall meet the criteria of the Commercial Vehicle Safety Alliance and the laws of the State of Maryland.

Not less than fifteen (15) days prior to the scheduled start of service, the Contractor shall provide the MTA with a current valid Maryland Motor Carrier Safety Program inspection certificate. In addition, as subsequent inspections occur, the contractor will provide additional valid Maryland Motor Carrier Safety Program inspection certificates for each vehicle used to provide this service. The Contractor will incur the cost of these inspections.

Failure to provide the required inspections and insurance certificates will cause the contractor to be deemed non-responsible and result in cancellation of the award.

4. **Inspection.** Every bus shall receive a daily pre-trip inspection before being placed in service. ADA lift equipment must be cycled and confirmed to function properly

as part of the daily pre-trip inspection. These daily pre-trip inspections shall be supplemented by regular weekly inspections to insure the proper operating condition of the buses. A record of all such inspections shall be kept by the Contractor and be available to the MTA as part of the Route Manager's weekly report (refer to Scope of Services, subsection F). (Failure to produce these records within the specified time will result in liquidated damages of \$100 per day, per bus. A copy of the pre-trip inspection form shall be submitted with the bid documents).

Non – MTA owned vehicles designated to be used for MTA Commuter Bus service are subject to periodic inspection of vehicle and records as deemed necessary by the MTA. This includes any spare vehicles to be used to operate this service.

In addition, all buses shall be inspected pursuant to and remain in compliance with the laws of the State of Maryland and shall maintain a current Maryland Motor Carrier Safety Program inspection certificate.

The Contractor shall provide MTA with copies of all state inspection certificates required by law. MTA reserves the right, at its sole discretion, to inspect and reject, temporarily or permanently, by notice to the Contractor, any vehicle the Contractor proposes to use, or subsequently uses which MTA deems unacceptable.

5. **Appearance.** The Contractor shall be responsible for maintaining the buses' internal and external appearance. Buses **shall** be kept clean. The inside of each bus, including restrooms, shall be cleaned daily. Additionally, the outside of each bus shall be washed daily, weather permitting. The restroom, if any on board, shall be maintained in operable condition with no noticeable odors at any time.

Liquidated damages of \$100 will be assessed for each one-way trip operated with a bus that is deemed unacceptable in appearance by the MTA.

6. **Identification.** Transit vehicles used to provide service shall display the logo of the Contractor. In addition, a decal supplied by the MTA, stating the following: "Commuter Service Provided under contract to the Maryland Transit Administration" shall be placed near the front entrance of the bus.

Liquidated damages of \$100 will be assessed for each day that each vehicle operates without specified decals.

In-service buses shall carry professionally made destination signs with the initial set furnished by the MTA, which are visible to persons observing the oncoming bus. If a bus has electronic destination signs they must be maintained in good working order. All coaches providing MTA Commuter Bus service must display either electronic, above windshield scroll destination signs or pre-printed window card on the front windshield. Signs must be displayed whenever service is provided. The

cost of replacing the pre-printed destination signs is the responsibility of the Contractor.

For the routes covered by this contract, there are required destinations signs, which should read as follows:

#204 – Monocacy MARC Station

#204 – FDA – White Oak

#205 – College Park Metro/MARC Station

#205 – Germantown Transit Center

Liquidated damages of \$100 will be assessed for each trip operated without appropriate destination signs.

**C. PERSONNEL REQUIREMENTS**

The Contractor shall have complete responsibility for the employment of all personnel required to provide the detailed services.

The Contractor shall certify to the MTA that its drivers are in **compliance with the Federal Motor Carrier Safety Regulations for Operators** and all other applicable state and federal regulations as of the start of this contract. Every bus operator shall have a valid Commercial Driver's license. The Contractor shall ensure that its drivers maintain their compliance. The Contractor shall also be responsible for providing back-up drivers in the event of primary driver absence. Back-up drivers shall meet the same standards as the primary drivers.

**D. ACCESSIBILITY REQUIREMENTS**

The Contractor shall provide ADA compliant lift-equipped service. This is fixed route services proceeding from stop to stop. If additional lift-equipped vehicles are required, the successful bidder shall be responsible to obtain the additional vehicle(s).

**1. Specific Requirements**

- a) ADA compliant lift-equipped commuter buses must be maintained in proper and safe operating conditions as judged by industry standards and the MTA. Drivers shall be trained in the operation of the equipment and in passenger assistance. \*Contractor must submit to MTA documentation that each driver has trained in these areas.

The Contractor shall maintain driver training documents and provide them to the MTA, if required.

2. **Damages for Non Coverage**

Liquidated damages of \$500 per trip shall be assessed for any service trip when the Contractor does not provide a bus in compliance with requirements stated above, or, when the lift-equipment is non-operational.

E. **ON-TIME PERFORMANCE**

**Failure to perform on the part of the Contractor shall result in damages payable to MTA.**

1. **Standards**

The Contractor shall maintain a 95% on-time performance standard. On-time performance is the measure by which the Contractor will be evaluated in meeting the monthly operating requirements of the line. Each trip will be judged as on time or late. An on-time trip is when a bus meets the arrival times of the first stop in the public timetables. A late trip is when a bus departs the first scheduled stop, sixty minutes or more past the times posted in the public timetables.

If a trip operates late to complete all stops on its route, as listed in the public timetable, the Contractor must report this to MTA by noon the next business day.

The Contractor must report any accident involving personal injury or any mechanical related failure in which the service does not operate or where passengers are forced to move from one vehicle to another within 30 minutes of the accident.

2. **Damages**

- a. For any consecutive five months in which the on-time performance standard is less than 95%, liquidated damages of \$1,000 shall be assessed to the Contractor. Repeated failure to meet this performance standard may result in termination of the contract.
- b. Liquidated damages of 200% of the per trip cost shall be assessed for each trip which departs a scheduled stop early.
- c. Liquidated damages of 200% of the per trip cost shall be assessed for each one-way trip not operated. Liquidated damages of 400% of the per trip cost shall be assessed for each one-way not operated which is the last such trip scheduled in either direction for either a.m. or p.m. service. If a trip operates

late or fails to complete all stops on its route, as listed in the public timetable, the Contractor must report this to MTA by noon the next business day.

- d. A one-way trip is defined as the total revenue miles, in either direction, between Monocacy MARC Station and College Park Metro/MARC for the #204 and between College Park Metro/MARC Station and Germantown Transit Center for the #205. A trip not operated is defined as a scheduled trip not made, or replacement trip not substituted before the last schedule trip during that peak period shift.

### **3. Extreme Weather Conditions & Special Situations**

The Contractor shall make every effort to maintain service, without compromising safety, during major snowstorms and similar inclement weather. The Contractor shall include a description of established procedures used to ensure service continuity under adverse operating conditions such as inclement weather, unexpected road conditions, or other conditions beyond its control. The MTA shall establish a procedure with the Contractor for notifying the media and MTA when service shall not operate due to inclement weather.

When such notification is followed, the Contractor compensation shall be reduced by an amount equal to the number of trips canceled times the unit cost of each canceled trip.

### **F. ROUTE MANAGER**

The Contractor shall designate a Route Manager to supervise the complete and proper operation of the required bus service. The Route Manager shall be responsible for the following:

1. Scheduling of all assigned personnel
2. Arranging the assignment of back-up personnel or vehicles whenever necessary.
3. Assuring schedule route adherence
4. Providing route supervision
5. Reporting on-time performance reports including infractions or missed trips in accordance with Section E of this article; reporting customer complaints pertaining to ADA and/or wheelchair lifts.
6. Resolving operational problems and/or passenger complaints and accurately reporting these problems and other customer service issues to the MTA in a timely

manner (weekly telephone report on operational problems, 30 minute notification of personal injury accidents and 24 hour notification of customer service issues); and

If a passenger concern is raised directly with the Contractor, the Contractor shall investigate and respond directly to the passenger within 24 hours, if the matter is within the Contractor's purview, and notify the MTA of the issue and resolution during the weekly operational problems telephone report;

If the MTA forwards a concern to the Contractor to investigate, resolve and respond to the passenger to Contractor will respond directly to the passenger within 24 hours and notify the MTA of the issue and resolution during the weekly operational problems telephone report;

If the MTA requests the Contractors assistance to investigate and resolve a passenger concern, the Contractor will investigate and respond back to the MTA with the resolution within 24 hour so that the MTA may respond to the passenger.

7. Coordinating all vehicle maintenance and inspections.
8. Produce and provide all required reports in the required time frames.
9. Be the primary point of contact between MTA's project manager and the Contractor.
10. All Section 15 reporting must be accurate, complete and included with the monthly invoice submission to the MTA.

**G. OPERATIONS REPORTS**

1. The Contractor shall maintain daily and monthly Trip Reports including verification of the number of trips operated, bus identification number, number of passengers per trip, type of fare collected and on-time performance. These records shall be made available for review by the MTA, and shall be made part of the monthly payment invoice.

The Contractor shall also submit monthly reports, according to the terms of the Vehicle Lease and Maintenance Agreement, for the MTA leased bus(es).

2. Personal injury accidents shall be reported to MTA within 30 minutes of the incident.

**H. "SECTION 15" REPORTING**

Section 15(b) of the Federal Transit Act of 1990, as amended, requires agencies that receive Federal Transit Administration (FTA) funds to provide specified operating statistics. This data is used by FTA to determine federal grant apportionments. The Contractor shall furnish the required statistics to MTA.

The Project Manager will furnish the Contractor with the requirements and the time frames for furnishing all such information.

**I. SUBCONTRACTING**

The Contractor shall not subcontract any of the transportation services associated with the contract without the prior written consent of the Procurement Officer. Likewise, the remaining portions of the contract may only be subcontracted, assigned or otherwise disposed of with the prior written consent of the Procurement Officer. Any subcontract, assignment or other disposition of all or part of this Contract without the express written consent of the Procurement Officer shall be void ab initio. Consent to subcontract, assign or otherwise dispose of any portion of the Contract shall not be construed to relieve the Contractor or Surety of any responsibility for the fulfilling of all the requirements of the Contract. The Contractor shall incorporate by reference or otherwise include these General Conditions and the Contract Terms in every subcontract issued pursuant to or under this Contract. Further, the contractor shall furnish to the MTA, proof of insurance from the subcontractors in the same amount as the contractor is required to provide.

**J. MARYLAND TOLLS**

*All contractor owned buses operating on MTA Commuter service through Maryland toll facilities are required to have transponders, and tolls that are paid while using contractor owned coaches while in service for the MTA, are reimbursable and to be billed monthly as a line item on service invoice. State owned coaches come equipped with transponders that are directly billed to the State.*

PRE-BID CONFERENCE ATTENDANCE  
 CONTRACT NO. T-8000-0353 & T-8000-0354  
 COMMUTER BUS SERVICE - LINES Nos. 203, 204 & 205  
 September 13 @ 10:00 AM.

CONTACT PERSON	NAME OF FIRM	TELEPHONE/FAX NO.	E-MAIL
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Volanda White	MV Transportation	410-355-2652	vwhite@mvtransit.com
mat maker	Maker Transportation	814-479-2515	matmaker@maker.com
DAN HORWATH	MAKER TRANSPORTATION	814-479-2515	DANHORWATH@MAKER.COM
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