



**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

TO: All Planholders

FROM: Maryland Transit Administration

SUBJECT: **ADDENDUM NO. 2**  
**Contract No.: T-8000-0358**  
**On-Call Multi Media Environmental Emergency Response, Compliance, Remediation, and Waste Management Services**

DATE: February 2, 2012

Enclosed and effective this date is Addendum No. 2 to the subject Contract. This addendum does not change the Bid Opening Date of February 16, 2012.

A conformed copy of the revised specification sections is attached. A list of the changes made to this contract is attached to this Addendum. Also attached are the answers to the contractors' questions.

The Bidder shall acknowledge receipt of this Addendum by completing and returning this form with the bid package.

All other terms and conditions remain unchanged.

Sincerely,

Marsha Turnipseed, Procurement Officer  
Professional Services/Construction/Installation Section  
Procurement Division

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Acknowledgement of receipt of ADDENDUM #2 to Solicitation #T-8000-0358

Vendor Name: \_\_\_\_\_

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Authorized Representative's Signature

Date

ADDENDUM NO.: 2  
DATE: 2/2/2012  
CONTRACT NO.: T-8000-0358

The following additions, deletions, and modifications are hereby made a part of the Contract Documents of On-Call Multi Media Environmental Emergency Response, Compliance, Remediation, and Waste Management Services, Contract No.: T-8000-0358.

Item No.	Page	Modification
I. CONTRACT SPECIFICATIONS		
1	NTC 2 of 6	Change Due Date to February 16, 2012
2	BF 1 of 7	Change Bid Opening date to February 16, 2012
3	NTC 3 of 6	Add the following language: For the purpose of this contract only, the MTA will accept Payment and Performance bonds equal to the contract price and covers the initial 3 year term of the contract. The Contractor will be required to provide renewal Payment and Performance bonds for the remaining 2 years.

Also attached are the answers to contractors' questions.

**STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION  
MARYLAND TRANSIT ADMINISTRATION  
NOTICE TO CONTRACTORS**

**CONTRACT TITLE: On-Call Multi-Media  
Environmental Emergency Response, Remediation  
& Management Services**

**CONTRACT NO.:** T-8000-0358                      **DATE:** December 14, 2011

**1. DESCRIPTION OF WORK**

A. The Maryland Transit Administration (MTA) is seeking one (1) qualified firm for Environmental/Hazardous Materials support for conducting "On-Call" Multi-Media Environmental Emergency Response, Compliance, Remediation, and Waste Management Services at its facilities. The Environmental Emergency Response, Compliance, Remediation, and Waste Management Services will be performed to maintain or achieve facility compliance with all applicable Federal and State of Maryland Environmental laws, regulations, permits and orders, and support efforts to identify and correct root causes of any areas of potential noncompliance ("On-call" shall be defined as response capabilities 24 hours per day and 7 days per week).

B. Estimated value for this work is in the range of \$2,500,000 to \$5,000,000

**2. PRE-BID MEETING & SITE VISIT**

A Pre-Bid meeting for the purpose of explaining the Project will be held on January 05, 2012 at 10:00 a.m., local time at the Administration Headquarters, 6 St. Paul Street, 7<sup>th</sup> Floor Conference Rooms 731, Baltimore, Maryland 21202-1614.

It is strongly suggested that the person(s) responsible for the preparation of bid documents for bidders attend the Pre-Bid Meeting. **INSTRUCTIONS CRITICAL TO THE PREPARATION OF THE CONTRACT DOCUMENTS WILL BE PRESENTED AT THE PRE-BID MEETING.**

**3. DEADLINE FOR QUESTIONS**

Questions regarding the work should be directed in writing to Ms. Marsha Turnipseed at the Administration Offices or via Internet address [mturnipseed@mta.maryland.gov](mailto:mturnipseed@mta.maryland.gov) No facsimile messages will be accepted unless accompanied by telephone notification at (410) 767-8329. Our fax number is (410) 333-4810. Questions directed to this office must be received no later than January 20, 2012 at the close of the business day. Questions should be submitted on company letterhead. No interpretations other than written shall be binding on

the Administration.

**4. DUE DATE & TIME**

Sealed Bids addressed to the Maryland Transit Administration, Procurement Division, 6 St. Paul Street, 7<sup>th</sup> Floor, Baltimore, Maryland 21202-6806, and marked "Bid for Contract No. T-8000-0358", will be received at the above address until but not after 2:00 P.M. local time February 16, 2012. At that time, the Bids will be publicly opened and read aloud at a location at the same address. Hand delivered bids should be deposited in the Bid Box located on the 7<sup>th</sup> Floor before the 2:00 P.M. deadline.

Any bids received after the date and time specified shall not be considered.

**5. ELECTRONIC VERSION OF BID DOCUMENTS**

The bid documents will be available by electronic means. The Bidder acknowledges and accepts full responsibility to ensure that the Bidder has made no changes to the Administration's bid documents. In the event of a conflict between the version of the bid documents in the bidder's possession and the version maintained by the Procurement Officer, the version maintained by the Procurement Officer shall govern.

**6. AVAILABILITY OF DOCUMENTS**

Specifications may be downloaded from the MTA web site located at [www.mta.maryland.gov](http://www.mta.maryland.gov) . Bidders will be required to log in the first time specifications are downloaded. Bidders must supply accurate information in order to receive notice of all subsequent addenda.

**To obtain the specifications:** Click on "Procurement", then "Bids/Solicitation", All projects that are currently advertised will appear on this page. You may then choose to download the specifications.

**7. ADDENDA**

Bidders are required to acknowledge all addenda with their bid package.

Although the MTA endeavors to send out all addenda to this solicitation in a timely manner, it is the responsibility of the contractors to make sure they received all appropriate documents prior to the bid due date.

**8. EMARYLAND MARKETPLACE REGULATIONS**

“e-Maryland Marketplace” is an electronic commerce system administered by the Maryland Department of General Services.

This means that all such information is immediately available to subscribers to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, it is recommended that all Bidders interested in doing business with Maryland State agencies subscribe to e-Maryland Marketplace.

**9. BID BOND**

Each bid exceeding \$100,000 must be accompanied by a Bid Bond in the amount of five percent (5%) of the Bid Price. Bid, payment, and performance security may be in the form of: (1) a bond executed by a surety company authorized to do business in the State; (2) a bond executed by an individual surety that meets certain criteria; (3) cash; (4) another form of security required by State or federal law; or (5) another form of security satisfactory to the unit awarding the contract. Sections 13-207, 13-216, 17-104 of the State Finance and Procurement Article, Annotated Code of Maryland.

**10. PAYMENT AND PERFORMANCE BONDS**

Payment and Performance Bonds in the amount of the Contract Price will be required by the awardee. Upon receiving notification of contract award, the Contractor shall deliver the bond to the MTA no later than the time the Contractor executes the contract. Bid, payment, and performance security may be in the form of: (1) a bond executed by a surety company authorized to do business in the State; (2) a bond executed by an individual surety that meets certain criteria; (3) cash; (4) another form of security required by State or federal law; or (5) another form of security satisfactory to the unit awarding the contract. Sections 13-207, 13-216, 17-104 of the State Finance and Procurement Article, Annotated Code of Maryland.

For the purpose of this contract only, the MTA will accept Payment and Performance bonds equal to the contract price and covers the initial 3 year term of the contract. The Contractor will be required to provide renewal Payment and Performance bonds for the remaining 2 years.

**11. ELECTRONIC FUNDS TRANSFER**

On every solicitation for a contract expected to exceed \$200,000, the bidder will be required to accept payments by electronic funds transfer (EFT) unless the State Comptroller’s Office grants an exemption.

**12. MINORITY BUSINESS ENTERPRISE PROGRAM**

**A. MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO**

**RESPOND TO THIS SOLICITATION NOTICE.**

- B. The Maryland Transit Administration hereby notifies all bidders that, in regard to any Contract entered into pursuant to this advertisement, Minority Business Enterprises will be afforded full opportunity to submit Bids in response to this Notice, and will not be subjected to discrimination on the basis of political or religious opinion or affiliation, race color, creed, sex, age or national origin in consideration for an award.
- C. It is the goal of the Administration that Minority Business Enterprises participate in all Contracts. Each Contract will contain goals for Minority Business Enterprise participation on a contract-to-contract basis. A subcontracting goal of ten percent (10%) of the total contract dollar amount has been established for this procurement. All bidders must submit with their bid a fully executed copy of the Certified MBE Utilization and Fair Solicitation Affidavit ( MDOT MBE FORM A and MBE Participation Schedule (MDOT MBE FORM B). If the bidder fails to submit these completed forms with the bid as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award. **ALL MBE FIRMS MUST BE CERTIFIED BY THE MARYLAND DEPARTMENT OF TRANSPORTATION. NO OTHER CERTIFICATIONS WILL BE ACCEPTED.**
- D. **A contractor may count toward its MBE goal 60 percent of its expenditures for materials and supplies required under the contract and obtained from a MBE regular dealer, and 100 percent of such expenditures to a MBE manufacturer. The MBE credited supplies may not exceed 60 percent of the entire contract goal.**
- E. New versions of Sections 13-103, 13-104 and 14-303 of the State Finance and Procurement Article of the Maryland Code, relating to increased bid/proposal documentation of MBE commitments, are effective as of October 1, 2004. The Contract under this solicitation will be awarded in accordance with these new requirements. As a result, new bid submission requirements, including certain revised MBE documents, are in effect for this solicitation. These new requirements are set forth elsewhere in this solicitation.

- F. As a result of the revisions to Sections 13-103, 13-104 and 14-303, certain existing portions of the Code of Maryland Regulations (COMAR) relating to post bid submission of MBE subcontractors are inconsistent with the revised statute. To the extent the provisions of COMAR relating to post bid identification of MBE subcontractors are inconsistent with the requirements of this solicitation, the requirements of this solicitation shall control the award of a Contract. Questions or concerns regarding the MBE requirements of this solicitation must be raised prior to the opening of bids or receipt of initial proposals

**13. AFFIRMATIVE ACTION REQUIREMENTS**

Bidders on this Work will be required to comply with MTA Affirmative Action Requirements and all applicable Equal Employment Opportunity Laws and Regulations.

**14. FUNDING**

This contract is funded with 100% state funds.

**15. SUSPENSION AND DEBARMENT CERTIFICATION**

All bidders will be required to certify that they are not on the GSA List of Parties Excluded from Procurement and the List of Contractors Suspended or Debarred from Contracting with the State of Maryland. All bidders must also be in good standing with the State Assessment & Taxation Department.

**16. CONTRACTOR'S QUESTIONNAIRE**

All Bidders shall submit a fully executed copy the Contractor's Questionnaire Pre Award Evaluation Data Form with the bid package.

**17. INSURANCE REQUIREMENTS**

Prior to execution of the Contract, the Contractor must obtain at its own cost and expense and keep in force and effect during the term of this Contract, including all extensions, the insurance specified in Appendix B, which is incorporated herein and made a part of the Contract.

**18. USE OF BIDDER'S OWN FORCES**

The bidder with his own forces shall perform not less than Fifty (50%) of the work at the project site.

**19. BUY AMERICA REQUIREMENTS**

This contract is subject to Section 165, "Buy America", of the Surface Transportation Assistant Act of 1982, U.S. Public Law 197-424, and regulations and/or guidance implementing this statutory provision issued by the Federal Transit Administration of the U.S. Department of Transportation. The contract is further subject to the Buy American Steel requirements of Chapter 02 of subtitle 11 of the Code of Maryland Regulations, Title 21, State Procurement Regulations.

**20. CANCELLATION OR REJECTION OF BIDS**

Notice to Contractors may be canceled in accordance with State Procurement Regulations.

The Administration reserves the right to reject any and all bids and/or waive technical defects if, in its judgment, the interests of the Administration so require.

STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION  
MARYLAND TRANSIT ADMINISTRATION

BID FORM

FOR

CONTRACT NO.: T-8000-0358

TO: MARYLAND TRANSIT ADMINISTRATION  
ATTN: PROCUREMENT DIVISION  
6 SAINT PAUL STREET, 7<sup>TH</sup> FLOOR  
BALTIMORE, MD 21202-1614

BID OPENING DATE:

**February 16, 2012**

BID OPENING TIME:

**2:00 PM**

BID OF: \_\_\_\_\_

(Bidder's Name)

PROJECT DESCRIPTION:

The Maryland Transit Administration (MTA) is seeking one (1) qualified firm for Environmental/Hazardous Materials support for conducting "On-Call" Multi-Media Environmental Emergency Response, Compliance, Remediation, and Waste Management Services at its facilities. The Environmental Emergency Response, Compliance, Remediation, and Waste Management Services will be performed to maintain or achieve facility compliance with all applicable Federal and State of Maryland Environmental laws, regulations, permits and orders, and support efforts to identify and correct root causes of any areas of potential noncompliance ("On-call" shall be defined as response capabilities 24 hours per day and 7 days per week).

1. This bid is hereby submitted to the Maryland Transit Administration (hereinafter sometimes called the "Administration") in response to NOTICE TO CONTRACTORS dated 12/14/2011 .
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 NOTICE TO CONTRACTORS.
3. In compliance with said NOTICE TO CONTRACTORS the UNDERSIGNED hereby proposes to furnish all labor, equipment, and materials and perform all work described 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 one hundred fifty (150) calendar days after the date of opening of bids, unless mutually extended, he will within ten (10) calendar days after receipt of the prescribed forms, execute the Contract and furnish a performance bond and payment bond (if such bonds are required by the Contract Documents) on forms furnished by the Administration with good and sufficient surety or sureties.
4. The UNDERSIGNED agrees and understands that the time of completion is as specified in the Special Provisions, unless the completion dates are extended as provided for in the Contract Documents.
5. The UNDERSIGNED agrees to pay liquidated damages in the amount specified in

the Special Provisions for each and every calendar day after the completion date that the work remains incomplete unless an extension is granted as provided for in the Contract Documents.

6. The UNDERSIGNED hereby certifies that the \_\_\_\_\_  
(Bidder's Name) / \_\_\_\_ / is, / \_\_\_\_ / is not (CHECK ONE) included on the GSA  
list of Parties Excluded from Procurement. **AND**

The UNDERSIGNED hereby certifies that the \_\_\_\_\_  
(Bidder's Name) / \_\_\_\_ / is, / \_\_\_\_ / is not (CHECK ONE) included on the List of  
Contractors Suspended or Debarred from Contracting with the State of Maryland.

7. The UNDERSIGNED, as the Contractor, will perform on the Site, with its own organization, \_\_\_\_\_ percent ( \_\_\_\_ %) of the total amount of work to be performed under this contract.

8. PARENT COMPANY

a. The 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

9. ARREARAGES

By submitting a response to this solicitation, the undersigned shall be deemed to represent that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so arrears during the term of the contract if selected for contract award.

10. CERTIFICATION OF NON-MARYLAND 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 Assessment 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 acknowledgment.

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 acknowledgment along with the executed contract.

11. The Contractor shall, prior to the time of execution of the contract, obtain all applicable licenses and comply with all applicable laws and regulations in the Annotated Code of Maryland.

12. All bidders must submit with their bid the following documents fully executed.

- a. Bid Bond in the Amount of \$ \_\_\_\_\_  
Or 5% of the bid price (if applicable).  
or  
Individual Surety Bid Bond in the Amount of  
\$ \_\_\_\_\_ Or 5% of the bid price (if applicable) and a  
executed Affidavit of Individual Surety (Attachment A) & Surety Affidavit  
(Attachment B).
- b. Contractor's Questionnaire Pre-Award Evaluation Data
- c. Bid/Proposal Affidavit.
- d. Buy America Certificate.
- e. Certification Regarding Lobbying.
- f. MDOT MBE Form A, "Certified MBE Utilization and Fair Solicitation Affidavit".
- g. MDOT MBE Form B, "MBE Participation Schedule".
- h. Signed copy of the Cover Letter for each Addendum issued by MTA.
- i. Living Wage Affidavit

**On-Call Environmental Emergency Response, Remediation & Management Services**  
**CONTRACT NO. T-8000-0358**  
**2/2/2012**

#	QUESTIONS	RESPONSES
1	<p>On Bid form for unit price schedule, line 11 is for overpack &amp; transportation, with unit of 55 gal drum. Some bidders may be confused by the 55 gal drum unit, when in fact overpacking of a 55 gal drum would require supplying an 85 gal drum, at much higher cost. Can you specify whether this service requires the 55 gal drum to be overpacked into an 85 gal drum? Those making this assumption would suffer a much higher bid price than those who do not.</p>	<p>Overpacking of a 55-gallon drum will require the use of an 85 gallon drum during transport.</p>
2	<p>We have reached out to our Bonding Agent and Surety Company regarding the payment and performance bonding requirements in the solicitation referenced above. Specifically, we are unable to obtain bonding with a 5 year term. Our agent has indicated that we can provide payment and performance bonds issued for an initial term of 3 years and renewal of the bond for the remaining two years if allowed. Please indicate if this is acceptable or provide an alternative that follows similar terms. We would really like to bid this project and cannot if we can't find an acceptable solution to this requirement.</p>	<p>According to Page NTC 3 of 6, Paragraph 10, Payment and Performance Bonds in the amount of the Contract Price will be required by the awardee. For the purpose of this contract only, the MTA will accept payment and performance bonds equal to the contract price which covers the initial 3 year term of the contract. The contractor will be required to provide renewal payment and performance bonds for the remaining 2 years.</p>

**On-Call Environmental Emergency Response, Remediation & Management Services**  
**CONTRACT NO. T-8000-0358**  
**2/2/2012**

#	QUESTIONS	RESPONSES
3	<p>The specs for this contract includes a 5 year contract term with a one year warranty period. The stated contract term of 5 years and the warranty period totals 6 years. There are certain items surety companies avoid, but certainly contracts that extend out over 3-4 years (including warranty provisions) are at the top of the list. Sureties also have re-insurance treaties that specifically exclude long term contracts within them. In this case where a 6 year commitment is requested, the bidders will not be able to obtain bonds adhering to these specifications. I have cc;d our surety representative to this email so that if we could have an open dialogue about reducing the term to 3 years with a 1 year warranty period this would be a more reasonable level, this would open up a more competitive bid process. If we could have a bilateral option to reissue the bonds after year three that would be very helpful to this situation.</p>	<p>Upon notification of award, the Contractor will be required to obtain a Payment and Performance Bonds in the amount equal to the Contractors' bid price. For the purpose of this contract only, the MTA will accept the Payment and Performance bonds equal to the contract price which covers the initial 3 year term of the contract. The contractor will be required to provide renewal payment and performance bonds for the remaining 2 years.</p>
4	<p>On page #7 of 240, Paragraph #10, PAYMENT AND PERFORMANCE BONDS, states "Payment and Performance Bonds in the amount of the Contract Price will be required by the awardee." What is meant by the term "Contract Price"?</p>	<p>For the purpose of this contract, the contract price shall be defined as the total dollar amount of a bid after bid price adjustments are made under objectively measurable criteria.</p>
5	<p>Upon award of the contract, will the contractor be required to post Payment and Performance bonds in an amount equal to the contractors bid price, or will separate Payment and Performance bonds be posted by the contractor periodically throughout the performance of work on the contract based upon the contract value of individual work order assignments?</p>	<p>Yes, Upon notification of award, the Contractor will be required to post a Payment and Performance Bonds in the amount equal to the Contractors' bid Price. For the purpose of this contract only, the MTA will accept payment and performance bonds equal to the contract price, which covers the initial 3 year term of the contract. The contractor will be required to provide renewal payment and performance bonds for the remaining 2 years.</p>
6	<p>Will this contract cover those services currently provided by Versar, relating to asbestos consulting, sampling, project over-site, etc</p>	<p>No, the intent of this contract is for remediation services on site. Versar's environmental consulting support for sampling and over-sight is via a contract independent of T-8000-0358.</p>

**On-Call Environmental Emergency Response, Remediation & Management Services**  
**CONTRACT NO. T-8000-0358**  
**2/2/2012**

#	QUESTIONS	RESPONSES
7	We would like to know who the current contract holder(s) are? If there is no currently existing contract, or no similar contract that recently expired, we would like to know that as well.	The current incumbents are Clean Venture, Inc. & Total Environmental Concepts, Inc.
8	How will the payment and performance bonds be handled for this contract? Will the bonds be on a purchase order basis or a single contract basis? Assuming that the bonds would be on a single contract basis could that be annually?	Payment and Performance Bonds in the amount of the Contract price will be required by the awardee. Upon receiving notification of contract award, the Contractor shall deliver the bond(s) to the MTA no later than the time the Contractor executes the Contract. According to the Special Provision section 1.17; it states " The Contractor's premium for the Payment and performance Bonds shall be considered as an indirect cost to the contract and should be included in its overhead. No direct payment will be made to the Contractor for the premium cost of these bonds."
9	Bid Item 004 – Hazardous Waste Removal. What are the typical waste codes for hazardous waste generated by the MTA? This will assist in a unit cost per drum.	Typical waste codes for hazardous waste are D001, D008, and D039.
10	Bid Item 009 – Sludge/Liquid Removal/Disposal – In the past has this type of service required a vacuum tanker or vactor unit? Is there any historical information on typical solid content or the “typical” Can it be assumed that this sludge/liquid would be non-hazardous?	Vac trucks are generally used for cleaning oil water separators and trench drains. The waste materials have historically been non-hazardous waste. Should a situation arise where the vac truck is used for a release / spill, it has been historically characterized for proper disposal.
11	Bid Item 010 – Battery Acid Disposal – Can it be assumed that this waste stream will be sulfuric acid? Is lead acid or anything else typically generated in this waste stream?	The waste stream is typically sulfuric acid, however, lead acid and nickel cadmium are used in the metro/light rail modes and they may also require hazardous waste disposal.
12	Bid Item 032 – Unspecified Discipline - What is supposed to be incorporated into this line item?	Bid Item 032 is included to allow an avenue to address an issue that may arise over the course of the contract that is atypical and currently unanticipated.
13	Is there any information available as to the number of emergency responses required over the past few years?	The past few years would indicate approximately 10 emergency responses per year.

**On-Call Environmental Emergency Response, Remediation & Management Services**  
**CONTRACT NO. T-8000-0358**  
**2/2/2012**

#	QUESTIONS	RESPONSES
14	The scope of work on page SP-5 indicates the capability to respond to multiple events at various MTA facilities. Is there a specific number of simultaneous events as a basis for the contract?	The Contractor may be required to be on site simultaneously at 2 MTA facilities.
15	Regarding the disposal of hazardous waste by the 55-gallon drum, the cost to do so will vary widely depending on the type of hazardous waste. Could the types of hazardous waste that the contractor be asked to dispose of be better defined or limited in description? For instance the cost to prepare for shipment, transport, and dispose of acids would differ from flammables, etc.	MTA requests the bid be submitted based on having been characterized as ignitable waste. An estimated 80% of waste generated by MTA is 'ignitable'. The remainder is 'corrosive' waste.
16	On page #7 of 240, Paragraph #10, PAYMENT AND PERFORMANCE BONDS, states "Payment and Performance Bonds in the amount of the Contract Price will be required by the awardee." What is meant by the term "Contract Price?"	For this contract, the term "Contract Price" refers to the Aggregate Contract Amount as stated on the Contract Agreement between the MTA and the Awardee. the initial term of 3 years and a renewal for the remaining 2 years
17	Upon award of the contract, will the contractor be required to post Payment and Performance bonds in an amount equal to the contractor's bid price or will separate Payment and Performance bonds be posted by the contractor periodically throughout the performance of work on the contract based on the contract value of individual work order assignments?	Upon notice of award the contractor will be required to post a payment and performance bond in the amount equal to the contractor's Bid Price. For the purpose of this contract only, the MTA will accept payment and performance bonds equal to the contract price which covers the initial 3 year term of the contract. The contractor will be required to provide renewal payment and performance bonds for the remaining 2 years.
18	It is implied but please confirm that all work done under this contract will be performed only at the 12 MTA maintenance/storage facilities identified in the solicitation. If this is not the case, please indicate the other locations at which work under this contract will be performed.	The majority of work will be tasked at the 12 locations identified in the solicitation. MTA cannot specify each location further to those identified. There may be some road spill responses or services required a metro or light rail stations/facilities required but the majority would be located in the greater Baltimore area.
19	Although there is an estimated quantity of each bid item that the contractor may be called on to provide, is there a minimum number of bid items per work order assignment that the contractor will be asked to provide? In other words, for example, is it possible that we may be asked to mobilize to a site to dispose of only one drum of waste?	Only the Washington Boulevard facility is currently considered a 'Large Quantity Generator'. Therefore, it is possible the contractor could be called to remove a single drum of waste at the remaining locations.

**On-Call Environmental Emergency Response, Remediation & Management Services**  
**CONTRACT NO. T-8000-0358**  
**2/2/2012**

#	QUESTIONS	RESPONSES
20	Regarding Bid Items 001 and 002, are subcontracted services allowed to be marked up by the contractor and if so by how much?	<p>Section 1.11 entitled 'Payments' addresses this issue. A materials handling fee is allowed not to exceed 10%.</p> <p>Sub-contractor issues are addressed in Section 1.10. Sub-contractors must be approved prior to beginning work at an MTA location.</p>
21	Regarding Bid Items 008, 030, and 031, it is assumed that the costs for Items 030 and 031 are excluded from and in addition to the costs for Bid Item 008. Please confirm this assumption and further define what is meant by "VAC SERVICE FEE."	Vac Service fee should include mobilization costs and an hourly rate on site. Labor hours for an operator are included Bid Items 30 and 31.
22	Regarding Bid Item 008, please define what is meant by the applicable unit "PER DAY."	The 'per day' cost is intended to reflect a cost for an 8-hour workday.
23	How are travel/mobilization expenses (including driver and helper labor, mileage, tolls, parking, per diems, lodging, vehicle rental fees, etc.) to be captured? Are they to be as directly incurred and passed through, or are they to be absorbed and accounted for in the existing bid items?	<p>Section 1.11 entitled 'Payments' addresses this issue for payments/MTA's reimbursement guidelines. The contractor's 'Order For Services' will allow for 'proposed costs' for approval as part of the project initiation.</p> <p>Invoices will require the proper back-up including receipts for tolls/parking, rental fees, and sub-contractors. IRS guidelines are applied for mileage.</p>
24	Regarding the Regulatory Scope, A. EMERGENCY RESPONSE on page SP-F, it states that the contractor may be required to provide emergency response within a two-hour timeframe as directed by the needs of the MTA. Does this mean that within two hours of notification, the contractor must be in route <u>or</u> on-site?	This will be dictated by the needs on site. The Contractor may be required to be on site within 2 hours if it is in response to 'an on-site spill' or 'off-site release'.

**On-Call Environmental Emergency Response, Remediation & Management Services**  
**CONTRACT NO. T-8000-0358**  
**2/2/2012**

#	QUESTIONS	RESPONSES
25	Regarding emergency responses, what specifically must be provided by the MTA/received by the Contractor to fully authorize the contractor to initiate the emergency response (i.e., verbal authorization only, or a verbal Purchase Order number, or an actual written Purchase Order, or something else)?	<p>The intent is to establish a standing 'task order' or 'work order' allowing the Contractor to respond ASAP as dictated by site conditions.</p> <p>The standing 'task' or 'work' order will be agreed upon as a 'not-to-exceed' Order For Services (OFS) following contract NTP.</p>
26	Are the costs incurred by the contractor to pull together the items and information identified on Page SP-6, (a) through (g) billable or overhead that cannot be billed?	<p>Should the project warrant project initiation steps as listed on page SP-6, the tasks would be billable / included in the OFS.</p> <p>Example projects would be an asbestos or lead abatement project where a proposed schedule and appropriate licenses would require a submittal process.</p>
27	Page CSHPG-15 states that flaggers are required under certain listed situations. How are the costs to provide flaggers on-site to be billed?	<p>Situations arising requiring a 'flagger' are anticipated to be limited. The contractor should assume the same hourly rate as a 'vac service helper'.</p>
28	There does not appear to be any indication of how costs for nonbid item services are to be billed to the MTA on page 4 of 7 (Bid Form) or anywhere else to the best of our knowledge. Please describe how such nonbid item service costs are to be billed.	<p>Section 1.11 entitled 'Payments' addresses this issue for payments/MTA's reimbursement guidelines. The contractor's 'Order For Services' will allow for 'proposed costs' for approval as part of the project initiation.</p> <p>Invoices will require the proper back-up including receipts for tolls/parking, rental fees, and sub-contractors. IRS guidelines are applied for mileage.</p>
29	Please confirm that any required waste characterization costs, including travel costs, sampling labor, laboratory analysis, and waste profiling/manifesting labor, are billable and not to be included in the waste disposal bid item unit costs.	<p>Any required waste characterization costs, including travel costs, sampling labor, laboratory analysis, and waste profiling/manifesting labor, are billable to the OFS.</p>
30	Who is the existing contractor holder?	<p>The Current contractors are Clean Venture Inc., and Total Environmental Concepts, Inc.</p>

**On-Call Environmental Emergency Response, Remediation & Management Services**  
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**2/2/2012**

#	QUESTIONS	RESPONSES
31	Are the bid item rates for the existing contract public record and can they be provided for review to all bidders for Contract T-8000-0358?	Pricing information is exempt from disclosure under the Public Information Act (PIA), because of the deterrent effect on future bids and disclosure would result in severe economic harm to some bidders.
32	Are the estimated quantities of various bid items listed on the bid form based on actual quantities provided by the present contract holder and over a certain contract period?	The estimated quantities are based on historical knowledge of operational maintenance activities and various projects (unplanned) in combination with 'planned projects'.
33	From time of invoice submission to the MTA from the contractor, what is/has been the average time in days until payment from the MTA is made to the contractor under the existing contract?	The time from submission varies depending on the invoicing compliance and review process.
34	Do prevailing wage rates apply to this contract?	No, this contract is subject to the Living Wage Law. Please refer to the Living Wage Requirements for Service/Maintenance Contracts located in the Contract Specification Book.