



REQUEST FOR PROPOSALS (RFP) RFP 02-2016
FINANCIAL AUDITING SERVICES

REGIONAL TRANSPORTATION AGENCY OF CENTRAL MARYLAND
(RTA)

8510 Corridor Road, Suite 110

Savage, MD 20763

(301) 957-3600

Key RFP Dates

Issue Date:	June 3, 2016
Pre-Proposal Conference	June 15, 2016
Offeror Written Inquiries by NLT:	June 29, 2016
Proposal Due Date:	July 15, 2016
Oral Presentations by Qualified Offerors:	TBD
Best and Final Offers	July 25-29, 2016
Award Announcement Date	August 5, 2016

IMPORTANT NOTE: Prospective offerors who have received this document from a source other than the RTA Chief Administrative Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the RTA Chief Administrative Officer at (301) 957-3603, or email (ron.skotz@transitrt.com) and provide their name and mailing address so that amendments to this RFP or other relevant communications can be sent to them. **RTA further urges all interested parties to periodically peruse the RTA website (www.transitRTA.com) for ongoing communications relative to this procurement.**

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RTA INTRODUCTION/OVERVIEW

In July 2014, the Transit Management of Central Maryland, Inc. dba as the Regional Transportation Agency of Central Maryland (RTA), a for profit organization, implemented local bus services in and around the jurisdictions of Howard, Anne Arundel and Prince George's Counties as well as the City of Laurel, Maryland. The services operated/managed by RTA are under contract to the Maryland Department of Transportation (MDOT), the Maryland Transit Administration (MTA), City of Laurel, Anne Arundel and Howard and Prince George's Counties, MD. All of the transportation services operated the by RTA are managed through First Transit, a private contractor. RTA's net operating budget for FY16 is expected to surpass \$12.1 million dollars.

RTA's contracted Fixed Route Service is comprised of two bus systems. The larger of the two is the Howard Transit system that provides local fixed route bus service in the suburban communities of eastern Howard County. The other fixed route system is the Connect-a-Ride service (CAR) that operates seven (7) fixed routes in portions of three counties. (West Anne Arundel, Northern Prince George's and Eastern Howard). Combined the RTA fixed route system includes the geographical areas of Laurel, College Park, Glen Burnie, BWI Airport, Odenton, Hanover, Columbia and Ellicott City. The span of weekday service is normally between 5:30 A.M. and 11:00 P.M. Service is also provided on selected routes on a Saturday and Sunday schedule. All routes operate on set timetables with designated stops.

In addition, the RTA also operates a limited Paratransit Service that consists of ADA door-to-door operations. The services are generally limited to qualified elderly and persons with disabilities who must be certified before being declared eligible to receive services. The ADA comparable services reflect the time and day parameters of the fixed-route system.

RTA IS SEEKING PROPOSALS FROM QUALIFIED FIRMS TO PROVIDE AUDITING SERVICES AS DESCRIBED IN THIS RFP. A CONTRACT WILL BE AWARDED BY RTA FOR AN INITIAL TERM OF THREE (3) YEARS, WITH TWO ADDITIONAL ONE-YEAR (1) RENEWAL OPTIONS AT RTA'S SOLE DISCRETION. THE CONTRACT TERM SHALL COMMENCE ON OR ABOUT SEPTEMBER 1, 2016.

RESPONSIVE OFFERORS SHALL SUBMIT A COMPLETE, RESPONSIBLE AND RESPONSIVE PROPOSAL. PROPOSALS MUST MEET OR EXCEED ALL REQUIREMENTS DETAILED IN THIS RFP, AND ESPECIALLY MUST PROVIDE COMPLETE AND CLEAR RESPONSES TO SECTION 6 OF THIS DOCUMENT, THE STATEMENT OF WORK (SOW) ITEMS.

1.0 BASIC INFORMATION AND PROPOSAL REQUIREMENTS

SUMMARY STATEMENT:

Pursuant to an agreement with Howard County, Maryland (the “County”) and First Transit of North America, the Regional Transportation Agency of Central Maryland (“RTA”) operates/manages a transportation system that provides the County’s fixed-route bus operation, general paratransit service, and Americans with Disabilities Act (ADA) paratransit service.

Pursuant to agreements between Howard County and the jurisdictions of with Anne Arundel and Prince George’s, as well as the City of Laurel, Maryland and funded partly through grants with the Maryland Transit Administration “MTA” the RTA operates the Connect-A-Ride transportation system which provides the fixed-route bus service in a portion of those jurisdictions as well as Americans with Disabilities Act (ADA) paratransit service.

RTA is seeking proposals from qualified vendors to furnish Automated Vehicle Locator System and related goods and services as described in this RFP.

NOTE: All event and requirement times stated in this Request for Proposals refer to local time in Savage, MD 20763 USA.

1.01 Headings

The article or section or subsection headings used throughout this RFP are for reference and convenience only, and shall not enter into the interpretation of either RFP and/or any contract resulting from this procurement. Information found under any heading could also apply to, or be relevant to, subject matter designated by and/or found under other headings.

1.02 Non-exclusive Use

It is RTA’s intention to obtain goods and services as specified in this RFP from a contract between the selected Contractor and RTA. However, this contract shall not be construed to require RTA to procure exclusively from the Contractor. RTA reserves the right to procure goods and services from other sources when it is in the best interest of RTA to do so and without notice to the Contractor. RTA makes no guarantee to the selected Contractor that RTA will purchase any minimum or maximum amount of equipment and services. The resulting contract will fix the unit prices for the term of the contract and any subsequent renewal period for any equipment or services ordered by RTA.

1.03 Procuring Entity

Request for Proposal (RFP) No: RTA RFP 02-2016
Issue Date: June 3, 2016

Procuring Entity: The Regional Transportation Agency of Central Maryland. (RTA)
8510 Corridor Road, Suite 110
Savage, Maryland 20763

Project Coordinator: Ron Skotz (301) 957-3603
RTA Telephone No: (301) 957-3600
Fax No: (443) 285-0050
E-mail: ron.skotz@transitrtta.com

1.04 Solicitation Schedule

A pre-proposal conference will be held at the RTA Administrative Office located at 8510 Corridor Road, Suite 100, Savage, Maryland 20763 on Wednesday, June 15, 2016, at 10:00 A.M. While potential Offerors are strongly encouraged to attend, attendance is not mandatory.

Fleet vehicle inspections will be determined on an as needed basis.

The following is the solicitation schedule for Offerors:

Pre-Proposal Conference: June 15, 2016 – 10:00 A.M. – Noon
The Regional Transportation Agency of Central Maryland
8510 Corridor Road, Suite 110, Savage, MD 20763

Offeror Written Inquiries: Must be received electronically, by fax, or in writing at RTA no later than 2 PM, June 29, 2016

Proposal Due Date: July 15, 2016, by no later than 4 PM. EST

Oral Presentations: TBD

Best and Final Offers: July 29, 2016

Award Announcement Date: August 5, 2016

1.05 Contract Documents

The successful Offeror shall execute a contract with RTA in a form satisfactory to RTA that will incorporate the terms and conditions set forth in this Request for Proposal and the documents included therein. The Contract may also contain such other terms and conditions as RTA may require, such as, but not limited to, the following:

- First – General Terms and Conditions (attached) and applicable FTA regulations
- Second – Proposal Solicitation Document
- Third – Addenda Issued by RTA
- Fourth – Offeror’s Accepted Response

Following acceptance of a proposal response, RTA will provide the successful Offeror with a contract for execution.

1.06 Proposal-Postponement and Addenda

RTA reserves the right to revise or amend the specifications up to the time set for final written questions. Such revisions and amendments, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective Offerors who have supplied RTA with a current electronic or postal address. If the revisions and amendments require, in the sole judgment of RTA, changes to the substance of the proposal, the proposal due date may be postponed (by RTA issuance of an amendment) for such number of days as in the opinion of RTA shall enable Offerors to revise their proposals. In any case, the proposal due date shall be at a time not less than three to five RTA business days after the issue date of the last addendum.

1.07 Oral Presentations

Qualified Offerors ***may*** be required to make an oral presentation(s) to RTA representatives.

1.08 Qualified Offerors and Arrearages

In order to be considered a qualified Offeror, the Offeror (which includes the entity’s intended subcontractors if any) submitting a proposal in response to this Request for Proposal must be able to completely perform the services requested and all of the requirements of this Request for Proposal in a timely, prompt and satisfactory manner (as determined by RTA in its sole discretion).

By submitting a response to this solicitation, each Offeror certifies that it can legally do business in the State of Maryland, and represents 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 in arrears during the term of the Contract if selected for Contract award.

1.09 Verification of Registration and Tax Payment

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, MD 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and contract award.

1.10 Authorized Signature

The authorized signature block found on any document in connection with this procurement and/or its resulting contract must always be signed on the Offeror's or Contractor's behalf by an individual who is authorized to bind the Offeror or Contractor to all statements, services and prices contained therein.

1.11 Offeror Communications, Submissions and Questions

All correspondence, communication and/or contact in regard to any aspect of this solicitation shall be with the Chief Administrative Officer identified above, or with his/her designated representative. Offerors and their representatives shall not make any contact with or communicate with any members of RTA, or its employees and consultants, other than the Chief Administrative Officer in regard to any aspect of this solicitation or proposals.

All materials submitted to RTA by any Offeror become the property of RTA, and Offerors cannot expect return of any of these materials.

Written questions regarding the Request for Proposal must be submitted to RTA by 2 PM EST, June 29, 2016. Questions and requests and other communications may be submitted to RTA by facsimile transmission or e-mail. Please note that if required by the RTA, it is the sender's responsibility to produce acceptable proof of the date, time, and mode of communication for any item sent to RTA. All questions, requests and RTA replies will be distributed to all known prospective Offerors to this RFP.

1.12 Proposal Modification/Withdrawal

After the proposals are opened, proposals may not be withdrawn during the period specified in “Proposal Due Date” below. Prior to the date/time set for proposal opening, however, proposals may be modified or withdrawn by the Offeror’s authorized representative in person or by written or facsimile notice. If proposals are modified or withdrawn in person, the authorized representative shall make her/his verifiable identity known and shall sign a receipt for the proposal. Written or facsimile notices shall be received in the office and labeled “Attention RTA Chief Administrative Officer” no later than the exact proposal due date and time.

1.13 Proposal Preparation

Each proposal shall be made per the appropriate instructions or on the appropriate forms provided in this RFP for this particular procurement. In order to reduce the possibility of the Contractor submitting a proposal that is incomplete, **RTA has included a Contractor Responsive Offeror Bid Check List (Attachment H). Proposals shall be enclosed in a sealed envelope with the name and address of the Offeror clearly stated, and “RTA RFP 02-2016” marked on the outside, per instructions in Section 3 of this RFP.** Any and all blank spaces on any appropriate form must be filled in by the Offeror, and no changes shall be made in the wording.

1.14 Proposal due Date and Announcement of Award

Sealed proposals (identified as ORIGINAL), plus four (4) copies shall be submitted to the RTA at the street/postal address shown for RTA above until, but absolutely no later than, **July 15, 2016 at 4:00 PM EST.** Proposal evaluation by RTA shall begin within three (3) business days of the proposal due date, and the RTA Chief Administrative Officer shall notify all known RFP recipients of the apparently successful Offeror no later than five (5) business days following the completion of the proposal evaluation process. Announcement of the award will also be promptly placed in the RTA’s paper of record, The Capital Gazette and on the RTA Website.

NOTE: Proposals shall be valid in their entirety for a period of one hundred-twenty (120) calendar days from the Proposal Due date. Once a proposal is accepted, all prices, terms and conditions shall remain unchanged throughout the contract period unless specifically changed by an amendment to the Contract.

1.15 Disadvantaged Business Enterprises (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations,

Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is (10%).

b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as RTA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph [see 49 CFR 26.13(b)].

c. The successful Offeror will be required to report its DBE participation throughout the period of performance.

d. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the Contractor's receipt of payment for that work from RTA.

e. The Contractor must promptly notify RTA whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of RTA.

f. The Contractor must comply with the requirements of 49 CFR 23.67 as well as the Maryland Department of Transportation (MDOT) Forms A thru D. (**Attachment D**)

1.16 Minority Business Enterprise (MBE)

Vendors will be afforded full opportunity to submit proposals in response to this RFP and will not be subject to discrimination on the basis of race, color, sex or national origin in consideration for an award.

It is the goal of RTA that MBEs participate in all projects. Vendors submitting a proposal in response to this RFP must comply with the revised *Special Provisions, Affirmative Action Requirements, Utilization of Minority Business Enterprise, Federal Aid Consultant Agreement*, which is obtainable from the State Highway Administration, Consultant Services Division, Room 414, 707 North Calvert Street, Baltimore, MD 21202, or by phone (410) 333-1515.

MBEs must be certified by MDOT for participation in federally funded projects no later than the date of submittal of their proposal. Failure to comply with MBE requirements may result in cancellation of award.

RTA supports the enhancement and growth of MBEs, and RTA supports the Howard County goal that Equal Business Opportunity Enterprises participate in (10%) of the total value of contracts in excess of \$50,000.00. RTA encourages all persons and firms that propose to do business with RTA to include MBEs in the performance of their contracts. Vendors meeting this classification should be clearly identified.

1.17 Price Proposal Analysis

The price quoted in any proposal submitted shall include all items of labor, material, tools, equipment, and other costs necessary to fully complete the work of this procurement per its requirements and specifications. Price quotes shall be FOB Regional Transportation Agency of Central Maryland, Attn: Ron Skotz, Chief Administrative Officer; 8510 Corridor Road, Suite 110; Savage, Maryland 20763.

If only one proposal is received in response to this RFP, a more detailed price proposal (per RTA instructions) may be requested of the single Offeror. Regardless of the number of Offerors, RTA reserves the right to perform (or request a respective Offeror to perform) a cost/price analysis and evaluation and/or audit on any proposal received in order to determine if the Offeror's cost/price is realistic, complete, fair and reasonable.

1.18 Proposal Rejection

RTA reserves the right to waive any minor informalities or irregularities in any proposal received that do not go to the heart and central purpose of the proposal or do not prejudice other Offerors. RTA further reserves the right to reject in whole or in part as non-responsive any conditional proposal, optional proposal, or any proposal that takes stated or implied exception with any condition or requirement of this procurement, or as deemed incomplete by RTA.

1.19 Multiple and/or Alternate Proposals

Multiple proposals and/or alternate proposals will not be accepted. Any proposal submitted in response to this RFP must clearly state a not-to-exceed total cost per the provisions contained herein, and such a total cost must be complete enough in its scope and detail as to permit RTA to fairly evaluate it along with other proposals received for the purpose of determining a successful Offeror.

1.20 Deviations/Exceptions from Specifications

Specifications contained herein reflect RTA's strong preference (or are noted as illustrative) as to dimensions, materials and major components of this procurement. The

Offeror must clearly note, **in bold face type**, in any proposal that deviates from, or takes exception to, any specification, the text where each deviation or exception occurs, and the Offeror must provide a clear explanation of the deviation or exception.

1.21 Award of Proposal; Tie Proposals

Award will be made to the responsive and responsible Offeror submitting a proposal that meets or exceeds the requirements and specifications of this procurement, and receives the highest ranked or scored evaluation based on the evaluation criteria, as stated in this RFP. In determining whether a proposal is “responsive and responsible,” RTA may consider, among other things, an examination of the Offeror’s audited financial statements, and/or the business background of the Offeror’s employees, and/or evidence of the Offeror’s satisfactory performance and integrity on past contracts per client reference. Award will be made in a manner deemed to be in the best interest of RTA. RTA may, at its option, accept or reject any substitution offered to any specification.

In the case of tie proposals, the proposal received earliest by RTA shall be considered the successful proposal. If for any reason time of submission cannot be determined, a witnessed and documented “blind” drawing among the tied Offerors will be conducted.

1.22 Incurred Expenses

RTA will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, or in performing any other activities relative to this procurement.

1.23 Confidential Information

RTA will in good faith endeavor not to disclose proprietary information, trade secrets and confidential commercial and financial information submitted in any proposal. **Any such proprietary information, trade secrets or confidential commercial and financial information that an Offeror believes should be exempted from disclosure must be specifically identified and marked as such.** Blanket-type identification or designation by an Offeror of whole pages or entire sections of the proposal as containing proprietary information, trade secrets or confidential commercial and financial information is discouraged and will not necessarily assure confidentiality. Specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

1.24 Protests

Any protest by an Offeror *regarding this Request for Proposals* must be received in writing at RTA no later than 2:00 PM, July 11, 2016.

Protests of award must be received in writing at RTA no later than ten (10) calendar days after the date the protester was notified of the award. All protests will be processed promptly by RTA and submitted to RTA's General Manager for review and for review by the RTA Board or its designees.

1.25 Acknowledgement of Addenda

A completed Acknowledgement of Addenda Form for each addendum (***Attachment F***) to this RFP shall be completed by each Offeror and included in all proposal submittals.

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive.

1.26 Offer

By submission of a proposal, the Offeror hereby offers to provide services and results as specified in this Request for Proposal No. RTA RFP 02-2016 by the Regional Transportation Agency of Central Maryland.

1.27 Bid/Proposal Affidavit

Included with the Offeror's response to this RFP will be a completed form entitled: Bid/Proposal Affidavit (***Attachment B***). **Failure to submit this form may result in the disqualification of the Offeror's proposal.**

1.28 Contract Affidavit

This Affidavit is included in the RFP as (***Attachment C***) and is for information purposes. If a contract is awarded as a result of this procurement, only the successful Contractor will be required to complete the Contract Affidavit. This form is not required to be submitted with the proposal.

1.29 Parties and Changes in Parties

a) Parties

The parties to the Contract are RTA and the successful Offeror.

b) Succession

The Contract will be binding on the parties, their successors, and assigns.

c) Assignment and Subcontracting

The Contractor shall not assign or subcontract its rights or obligations under the Contract

without prior written permission of RTA, and no such assignment or subcontract will be effective until approved in writing by RTA.

1.30 Specifications and Offer Omissions

Except as provided for in the Statement of Work and specifications below, any request, condition, exception, reservations, understanding or other deviation by the Contractor from whatever is stated as required in this Request for Proposal shall be invalid and shall not be binding on RTA in any way.

1.31 Contract Communications

Communications in connection with the resulting Contract from this procurement shall be in writing, and shall be delivered personally; or by facsimile or by regular, registered, or certified mail addressed to:

Procuring Agency: Regional Transportation Agency of Central Maryland
Attn: Ron Skotz, Project Administrator
8510 Corridor Road, Suite 110
Savage, Maryland 20763
Phone: (301) 957-3603
Fax: (443) 285-0050

Contractor: (to be completed at Contract signing)

Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing. Communications shall be considered received at the time actually received by the addressee or designated agent.

1.32 No Joint Ventures

Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. RTA intends to contract with a single entity and not with multiple entities doing business as a joint venture.

1.33 Living Wage Requirements

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 Living Wage requirement is contained in this solicitation (see **Attachment G**) entitled Living Wage Requirements for

Service Contracts). If the Offeror fails to submit and complete the Affidavit of Agreement, the State may determine an Offeror to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law as enacted by Howard County, Maryland shall pay each covered employee at least \$14.60 per hour, if State contract services valued at 50% or more of the total value of the contract is performed in the Tier 1 Area, \$13.39. If State contract services valued at 50% or more of the total contract value is performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$10.06 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The geographical area applicable to this solicitation is the Tier 1 Area.

1.34 Inspection of Offeror Facilities

Offerors shall permit authorized representatives of RTA to inspect an offeror's facilities and equipment as they relate to this RFP and/or the offeror's proposal. Unsubstantiated statements or the refusal to permit such inspection as required in this section may cause the offeror to be deemed non-responsive.

2.0 GENERAL REQUIREMENTS

2.01 Scope of Contract

The period of the Contract, and the terms and conditions of the Contract, resulting from this procurement shall be valid for three (3) years. RTA further retains the option to renew the Contract for two (2) additional one-year periods at its sole discretion.

2.02 Incorporation of RFP and Proposal

The contents of this RFP and the Proposal of the successful Contractor shall be included by reference in any resulting contract.

2.03 Contractor Responsibilities

a. The successful Contractor shall furnish all products and/or services required by the contract in strict accordance with contract requirements. Subcontractors, if any, must be identified and a complete description of their role relative to the proposal must be identified.

b. Damages or penalties will not be assessed for delays or non-performance where performance of the Contractor's obligations is prevented or delayed by natural disasters, freight embargoes, strikes, fire, terrorism, or acts of God, provided the Contractor notifies RTA's Chief Administrative Officer, or the designee, of such circumstances and RTA's Chief Administrative Officer, or the designee, reasonably determines that the failure to perform within the specified time was beyond the control and without fault or negligence of the Contractor.

c. RTA will not be bound to accept any substitutions or change in contract requirements by virtue of approval or acceptance of any submittal, drawing, specification, description, or other document unless the Contractor expressly brings to RTA's attention, in writing, contained in the same document in which the substitution or change is proposed, the fact that a substitution or change is proposed and the RTA Chief Administrative Officer, or the designee, expressly approves the substitution or change in writing. Payment by RTA for any product or service not in accordance with contract requirements will not constitute waiver or modifications of contract requirements.

d. To facilitate coordination with RTA, it is necessary that the Contractor, subcontractors and any other project participants maintain the capability to electronically transfer and receive information from RTA and other involved parties, as well as provide ready access to material databases and other relevant information sources.

e. **NON-PERFORMANCE:** In the event the Contractor does not fulfill its obligations under the terms and conditions of this contract, RTA shall have the right to purchase

equivalent product on the open market. Under no circumstances shall monies be due the Contractor in the event open market products can be obtained below contract price.

2.04 Work Products Ownership

All work products prepared under the terms of the Contract resulting from this procurement are the property of RTA and shall be delivered by the Contractor to RTA in a timely fashion and during RTA business hours.

2.05 Penalties and Damages

Should the Contractor fail or delay to provide any services, deliveries, or corrections to previously-completed work in accordance with their proposal submission and the requirements of the Contract, such failure and delay may necessitate the expenditure of additional monies by RTA for continuing the work of the contract and finding an alternate remedy. Because the resulting injury to RTA may be difficult to quantify, the Contractor shall be assessed as penalties/damages a sum not to exceed \$100.00 per RTA business day from the date of notification by RTA to the Contractor of intent to impose such damages, which amount shall be deducted from monies owed the Contractor, and the parties agree that such amounts are reasonable and do not constitute a penalty.

2.06 Indemnification and Hold Harmless

The Contractor shall name RTA, its officers, agents, employees and members of the Board of Directors/Commission as additionally insured.

The Contractor will be required to protect, defend, indemnify and hold RTA, its officers, members, Executive Board/Commission members, management consulting staff, and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character (hereinafter collectively "claims") in connection with or arising directly or indirectly out of the Contract or the performance thereof by the Contractor or any Subcontractor. Without limiting the generality of the foregoing, any and all such claims, relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor will be required to investigate, handle, respond to, provide defense for, and defend any such claims, at its sole expense and agrees to bear all other costs and expenses related thereto, whether or not it is alleged or determined that the Contractor was negligent, and without regard to whether such claim is groundless, false, or fraudulent. RTA will not hold harmless or indemnify the Contractor for any liability whatsoever.

Neither party shall be liable in damages or have the right to terminate the contract resulting from this procurement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control, including but not limited to Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. The party experiencing the difficulty shall give the other prompt written notice, with full details, following the occurrence of the cause of difficulty.

2.07 Minimum Insurance Requirements

Without limiting Contractor's indemnification of RTA, the Contractor will be required to provide and maintain at its own expense throughout the contract term, a program of insurance that includes comprehensive general liability, endorsed for premises, operations, products and completed operations, independent Contractors and personal injury, and professional liability insurance that covers all events occurring during the Contract term. Insurance must also include contractual liability coverage and "all perils" or broad form business personal property damage insurance covering the Contractor's facility and the equipment therein. The Contractor shall also agree to the following conditions:

- RTA shall be included as named insured in all liability insurance policies except Worker's Compensation and Legal Liability coverage (i.e., fire). RTA shall be named Loss Payee as its interest may appear in all property insurance.
- Such insurance shall be primary with respect to any insurance maintained by RTA and not contributing with any other insurance maintained by RTA.
- Such insurance shall be obtained from brokers of carriers rated "A" or better in the Best Insurance Guide, and authorized and licensed to transact insurance business in the State of Maryland.
- Evidence of such insurance shall be submitted to and approved by RTA prior to commencement of any work under the Contract.
- Such insurance shall not be canceled, materially reduced in coverage or limits, or non-renewed in the case of a continuous policy, except after forty-five (45) days' written notice by registered or certified mail has been given to RTA.
- The Contractor will be required to submit two (2) certified copies of the policies with endorsements or other evidence acceptable to RTA.
- The insurance afforded by the policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) shall include liability assumed by the Contractor under the indemnification and/or hold harmless provisions of the Contract.

2.08 Workers' Compensation

Worker's Compensation shall be maintained by the selected firm or individual for all employees engaged in the work under the laws of the State of Maryland and shall furnish RTA with a certificate showing proof of such coverage. Employers Liability Insurance shall be maintained by the selected firm or individual at limits not less than Maryland Statutory requirements and shall include a waiver of subrogation in favor of RTA. Such insurance shall not be canceled or materially changed without a forty-five (45) day prior written notice to and subsequent written approval by RTA.

2.09 Proof and Maintenance of Certification, Licensing and Bonding

Notwithstanding any other bonding required in this RFP, the Contractor must provide RTA with proof that it is currently certified and/or licensed and/or bonded to perform the duties and services set forth in this procurement. The Contractor will further be required to maintain said certification, licensing and bonding throughout the term of the Contract. In the event of Contractor's failure to abide by these requirements, RTA reserves the right to terminate the Contract.

2.10 Bid Bond and Performance Bond Requirements

Bid and/or Performance Bonding will not be required for RTA RFP 02-2016.

2.11 Samples/Requested Items

If deemed relevant, samples of items when called for by RTA must be furnished free of expense, and if they are not subsequently destroyed, may, upon Offeror request, be returned at the Offeror's expense. Each individual sample must be labeled with the Offeror's name, manufacturer's brand name and number, proposal number and item reference. Samples of the successful Offeror's items must remain on file with RTA for the term of the Contract. Request for return of samples shall be accompanied by instructions that include shipping authorization and name of carrier and must be received within ninety (90) calendar days after the notice to proceed date. If instructions are not received within this time, the items may be disposed of by RTA.

2.12 Warranties

Warranties if deemed relevant and/or as stated in this document are in addition to any statutory remedies or warranties imposed on the Contractor by law. Consistent with this requirement, the Contractor and any and all subcontractors, warrants and guarantees to RTA each contract deliverable as detailed below to be free from defects. Should subcontractors be used to provide or perform warranty repairs, the Contractor agrees and understands that it is solely responsible for the subcontractor's full compliance with these specifications. In no case shall the Contractor's submitted warranties be less than the minimums stated below. The Contractor further understands and agrees that RTA is the final determining authority as to what defects are covered by warranty except where specifically modified by any appropriate section below and provided the defect is still covered under the warranty coverage period.

The Contractor, or through a single assigned representative, shall be responsible for coordinating and scheduling any and all warranty work necessary with RTA and/or any and all subcontractors. Assigned representative or Contractor shall be available within twenty-four (24) hours' notice to personally meet with RTA's representative regarding warranty related problems or work. Any assigned representative shall have full power and authority to act on behalf of the Contractor. Should the Contractor assign a representative, then the words, "or its representative" are assumed to follow the word "Contractor" in all sections below.

If RTA detects a defect within the warranty periods defined above, it shall promptly notify the Contractor by telephone, registered mail, and/or electronic mail (e-mail). Within twenty-four (24) hours after receipt of either notification, the Contractor shall either agree that the defect is in fact covered by warranty and begin repairs, or reserve judgment until the system or component is inspected by the Contractor. In any case, inspection and determination must be made within twenty-four (24) hours of receipt of RTA's notice. During this time, the status of warranty coverage on the site installation or component shall be mutually resolved between RTA and the Contractor. Work necessary to affect the repairs shall commence within three (3) calendar days after notification and agreement on the most appropriate course for the repairs and the exact scope of the repairs to be performed under the warranty. If for some reason, no agreement or work is obtained by the end of the three (3) day period, RTA reserves the right to commence the repairs at its own property or with an outside Contractor and be reimbursed as stipulated below.

2.13 Termination for Convenience

RTA may terminate the Contract, in whole or in part, without showing cause upon giving at least a thirty (30) business day written notice to the Contractor. RTA and the Contractor may agree upon reasonable termination costs to be paid to the Contractor, which amount shall include payment for goods or services delivered and accepted up to the date of termination, and may include reasonable costs associated with start-up and demobilization. The Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

2.14 Termination for Default

The Contract may be cancelled and/or rescinded by RTA in whole or in part by written notice of default to the Contractor upon non-performance or violation of a contract's terms or conditions. The defaulting Contractor (or their surety) shall be liable to RTA for costs to RTA in excess of the defaulter's contract price. Failure of the Contractor to deliver and/or perform respectively the specified goods and services within the time stipulated in the Contract, unless extended in writing by RTA, shall constitute contract default. If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, RTA may terminate this contract for default. RTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, RTA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor

and its sureties shall be liable for any damage to RTA resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by RTA in completing the work.

The Contractor's right to proceed shall not be terminated, and the Contractor shall not be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, epidemics, quarantine restrictions, strikes, freight embargoes, terrorism; and
2. The Contractor, within ten (10) days from the beginning of any delay, notifies RTA in writing of the causes of delay. If in the judgment of RTA, the delay is excusable and the Contractor's revised delivery and performance schedule is acceptable to RTA, the time for completing the work shall be extended. The judgment of RTA shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

RTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriate period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to RTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within ten (10) days after receipt by Contractor of written notice from RTA setting forth the nature of said breach or default, RTA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude RTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of RTA.

In the event that RTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by RTA shall not limit RTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

2.15 Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by RTA or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act

constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

2.16 Opportunity to Cure/Waiver of Remedies

RTA in its sole discretion may, in the case of a termination of the Contract for breach or default, allow the Contractor an appropriate short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If the Contractor fails to remedy to RTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within the stated time period after receipt by Contractor of written notice from RTA setting forth the nature of said breach or default, RTA shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude RTA from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

In the event that RTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by RTA shall not limit RTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

2.17 Maryland State Disclosure

Offerors are advised that the provisions of the Election Law Article of the Annotated Code of Maryland, Title 14, requires the filing of certain disclosure statements by persons doing business with the State or with a County, incorporated municipality, or other political subdivision of the State. Further information with regard to this disclosure requirement may be obtained from the Office of the Secretary of State, Jeffrey Building, 16 Francis Street, Annapolis, Maryland 21404.

2.18 Non-Discrimination

The Contractor who is the recipient of RTA funds, or who proposes to perform any work or furnish any goods under this Contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of religion, race, sex, age, physical or mental disability, or perceived disability. Discriminatory practices based upon the foregoing are declared to be contrary to the public policy. The Offeror agrees to fully comply with the federal mandates of the Americans with Disabilities Act. The Offeror further agrees that this article will be incorporated by the Offeror in all contracts entered into with suppliers of materials, services, subcontractors, and all labor organizations, furnishing skilled, unskilled and craft union connection with this contract.

2.19 Contract Renegotiations

During the period of the Contract or any applicable option period, RTA reserves the right to renegotiate any aspect of the Contract, including terms, price and quality. Further, RTA encourages the Contractor to submit value change proposals in order that RTA may avail itself of technological advances or cost economies in the subject of the Contract, as they may occur during the term of the Contract or contract option periods.

2.20 No Obligation by the Federal Government

All parties to the Contract resulting from this procurement shall acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The Contractor further agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2.21 Modifications to the Contract

a) Contractor Changes

Any Contractor-proposed change in the Contract resulting from this procurement shall be submitted to RTA for its prior written approval.

b) Written Change Orders

Oral change orders are not permitted. No change in this contract shall be made unless the RTA Chief Administrative Officer and/or Director of Finance give prior written approval. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any Contractor-initiated specification change not properly ordered by written modification to the Contract and signed by the RTA General Manager or his/her designee.

c) Change Order Procedure

As soon as reasonably possible, but no later than thirty (30) calendar days after receipt of a written change order to modify the Contract, the Contractor shall submit to the RTA Project Administrator a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Contractor and the RTA Project Administrator; if so accepted or modified, a detailed modification shall be documented and executed in writing by both parties. Contracts that cannot be resolved within such negotiations shall be resolved in accordance with the Contract disputes clause. Importantly, regardless of any disputes, the Contractor shall proceed with the work ordered and the planned performance of the Contract.

d) Price Adjustment for Regulatory Changes

If any price adjustment is indicated, either upward or downward, it shall be negotiated between RTA and the Contractor for any changes that are mandated as a result of legislation or regulations that are promulgated and become effective after the proposal due date. Such price adjustment may be audited by RTA wherever RTA deems necessary.

2.22 Disputes

Any dispute concerning a question of fact arising under or related to the Contract, which is not disposed of or resolved by agreement, shall be decided in accordance with the following steps. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the RTA Project Administrator's decision, as the case may be.

a) Notice of Dispute

All disputes shall be initiated through a written dispute notice submitted by either party to the other party within ten (10) days of the determination of the dispute.

b) Performance During Dispute

Unless otherwise directed by RTA, the Contractor shall continue performance under the Contract while matters in dispute are being resolved.

c) Negotiation Between Parties

The parties shall attempt in good faith to resolve any dispute arising out of or relating to the Contract promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this contract.

Either party may give the other party written notice of any dispute not resolved in the normal course of business as provided in a) above. Within fourteen (14) days after delivery of the dispute notice, the receiving party shall submit to the other party a written response. The dispute notice and written response shall include: (1) a statement of the party's position and a summary of the arguments supporting that position; (2) any evidence supporting the party's position; and (3) the name of the executive who will represent that party and of any other person(s) who will participate in negotiations. Within twenty-eight (28) days after delivery of the dispute notice, the executives of both parties shall meet at a mutually acceptable time and place, or conduct a meeting via telephone communications on a mutually acceptable date and time, and thereafter as they reasonably deem necessary, to attempt to resolve

the dispute. All reasonable requests for information by one party to the other shall be honored.

d) RTA Project Administrator's Decision

Should the dispute not be resolved by negotiation between party designees as provided in b) above, RTA's executive representative from b) above shall submit a written request for decision to the RTA Project Administrator along with all documentation and minutes from the negotiations. The RTA Project Coordinator shall issue a written decision within fourteen (14) days of receipt of a request. Within thirty (30) days of the issuance of any administratively final and conclusive decision under this paragraph, the Contractor shall notify RTA in writing of the Contractor's agreement to proceed with work in accordance with the final decision. Failure to provide such notification shall constitute a default by the Contractor.

3.0 PROPOSAL FORMAT

3.01 Copies of the Technical Proposal:

Offerors must submit an original and four (4) copies of their proposal in **two separate, sealed envelopes or files**: “TECHNICAL PROPOSAL – RTA RFP 02-2016” and “FINANCIAL PROPOSAL – RTA RFP 02-2016”. All pages of both the Technical and Financial Proposals must be separately and consecutively numbered from beginning to end. **NOTE:** Except for proof of financial capability data, there must be **no mention whatsoever** in the Offeror’s Technical Proposal of any actual or proposed costs or prices.

3.02 Parts of the Technical Proposal:

Transmittal Letter: A brief introductory letter to introduce the Offeror’s proposal. It also acknowledges the Offeror’s receipt of any addenda/amendments. Letter must also reference the Contractor’s DUNS identification number, as well as the Offeror’s Employer Identification Number/Social Security Number . It must be signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP.

Identification of Confidential Content: A listing of specific information (if any) contained in the Technical Proposal, which the Offeror states/claims, is confidential. (Please note that blanket identification of entire sections in the Technical Proposal as confidential is not acceptable)

Table of Contents: A table of contents of the technical proposal documentation must be included.

Executive Summary: A highlighting of the Offeror’s overall Technical Proposal submission. The Offeror shall provide a statement explaining why the company would be most qualified to handle this account, including mention of any past experiences in service to transit organizations and other public agencies. The summary is also the Offeror’s opportunity to identify any exceptions being taken to any of the RFP requirements or attachments. The Offeror shall also include here the signed Bid/Proposal Affidavit. NOTE: Offeror exceptions to terms and conditions of this RFP and attachments may result in having the Offeror’s proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If a prospective Contractor takes no exceptions, the Executive Summary should specifically so state.

Response to Statement of Work Requirements: In a concise manner, the Offeror shall address the work requirements stated in Section 6.0 of this RFP and how the Offeror’s proposal will meet or exceed those requirements.

Offeror’s Experience and Capability: The Offeror shall describe its overall experience and past performance in providing services similar to those solicited in this RFP. As part of its proposal, the Offeror shall provide at least three (3) references for which similar

services have been performed (experience with transit related firms a plus); a contact person, address and phone number for each reference shall also be submitted, and it shall be understood that the contact person will be willing to briefly and orally discuss with RTA the Offeror's work.

Offeror Personnel Assigned: The Offeror shall provide a short summary of the professional experience (and certifications, licenses, etc.) and achievements of each individual assigned to the Contract.

Subcontractors (if any): The Offeror must identify all subcontractors and the role each subcontractor will have in the performance of the Contract. MBE and/or DBE subcontractors must be identified as such, along with their specific work contribution and their percentage of the total contract amount. A summary of the experience and expertise of each subcontractor, with at least one reference and telephonable contact person, shall also be provided.

Proof of Financial Capability: The Offeror shall provide evidence acceptable to RTA that the Offeror has the financial capability to provide the services required in this RFP.

Legal Actions Summary: The prospective Contractor shall include the following:

- a. A statement as to whether there are any outstanding legal actions against the Contractor, and a brief description of any such action.
- b. A brief description of any settled or closed legal actions against the Contractor over the past five years.
- c. In instances where litigation is ongoing and the Contractor has been directed not to disclose information by the court, provide the name of the judge and location of the court.

3.03 Parts of the Financial Proposal:

Under separate sealed cover from the Technical Proposal, and clearly labeled as stated above, the Offeror must submit an original and four (4) copies of its Financial Proposal. The Financial Proposal must contain all cost and price information in the format specified in (**Attachment E**): Financial Proposal Quotation Form.

4.0 EVALUATION PROCESS

4.01 Evaluation Criteria

Evaluation of the proposals will be performed by a committee formed for that purpose. Evaluations will be based on the criteria set forth below. The evaluation committee will evaluate and select the proposal that best addresses the requirements of the project within the parameters of the budget available. RTA reserves the right to reject any or all proposals in whole or in part.

4.02 Technical Criteria

The criteria to be applied to evaluate each technical proposal are as follows, listed in descending order of importance, with maximum possible number of points per criterion, for scoring by the proposal evaluation committee:

- Offeror's Organization Experience in providing corporate financial audits and tax preparation (transit and transportation entities a plus), and Capability of Individuals Assigned (Including Subcontractors if any)
- (up to 250 points)
- Offeror's Overall Response to Statement of Work Requirements
- (up to 200 points)
- Offeror's Reference Check Information (up to 50 points)
- Offeror's Proof of Financial Capability (up to 100 points)

Therefore, the maximum possible score for the highest evaluated technical proposal = (600 points, or 60 %) of the total evaluation score.

4.03 Financial Criteria

All qualified Offerors will be ranked and scored from the lowest to the highest price based on the Total-Not-To-Exceed Proposal Price shown in each Offeror's completed Financial Proposal Quotation Form. Therefore, the maximum possible score for the lowest price proposal = (400 points, or 40%) of the total evaluation score. Each other evaluated price proposal shall receive its respective score by taking the percentage formed when the price proposal is divided into the lowest price proposal and the percentage is then multiplied times (400 points).

4.04 General Selection Process

The Contract will be awarded in accordance with the competitive sealed proposals process under Code of Maryland Regulations 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.

Accordingly, RTA may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, RTA also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, RTA may determine an Offeror to be not responsible and/or an Offeror's proposal to be not reasonably susceptible of being selected for award at any time after the proposal due date and RTA initial review of proposals submitted.

4.05 Selection Process Sequence

a. The first level of review will be an evaluation for procurement requirements compliance, which will be conducted by the RTA Chief Administrative Officer. The second level of review will be evaluation of technical merit. During this review, verbal presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of RTA's requirements and the Offeror's ability to perform and deliver those requirements; and to facilitate and initiate formulation of a contract. **For general purposes, Offerors should be prepared to make an oral presentation and participate in discussions.** The RTA Chief Administrative Officer will contact Offerors if and when such a schedule is set by RTA.

b. Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of an oral presentation or discussions. Any such written clarification or change will then become part of the Offeror's proposal.

c. Each Offeror's Financial Proposal will be evaluated separately from the technical evaluation. After a review of the Financial Proposals, the RTA Chief Administrative Officer Administrator may again conduct discussions.

d. **NOTE:** When it is in RTA's best interest to do so, the RTA Chief Administrative Officer by request may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs). At the Chief Administrative Officer's request, there can be more than one round of BAFO submissions.

4.06 Award Determination

Upon completion of all discussions and negotiations, reference checks, and RTA scoring

of Technical and Financial Proposals, the RTA Chief Administrative Officer will recommend award of the Contract to the responsible Offeror whose proposal is determined to be the highest total evaluated proposal and the one most advantageous to RTA, having considered all technical evaluation factors and price factors as set forth in this RFP. **NOTE: As indicated in this RFP, in determining the most advantageous Offeror for this procurement, RTA will give 40% scoring weight to price factors and 60% to technical factors for a total of 100%.**

5.0 FEDERAL CLAUSES

49 U.S.C. 5323(j) 49 CFR Part 661

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Bidder/Offer to only include appropriate clauses. DO NOT include both Certificate of compliance and Certificate of Non-Compliance in Proposals or Bids

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date

Signature

Company Name

Title

Or

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Or

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

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ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 18

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

LOBBYING
31 U.S.C. 1352
49 CFR Part 19 & 49 CFR Part 20

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2)

herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, [REDACTED], certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

[REDACTED] Signature of Contractor's Authorized Official

[REDACTED] Name and Title of Contractor's Authorized Official

[REDACTED] Date

ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

The following access to records requirements apply to this Contract:

LOCAL GOVERNMENT

Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO

Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

NON-PROFIT

Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

NON COMPETITIVE BIDS

Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

ALL OF THE ABOVE

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

FEDERAL CHANGES
49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CLEAN AIR
42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

RECYCLED PRODUCTS
42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS
AND RELATED ACTS**

**31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307**

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

TERMINATION
49 U.S.C. Part 18
FTA Circular 4220.1F

a. Termination for Convenience (General Provision)

The Transit Management of Central Maryland Corporation may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Transit Management of Central Maryland Corporation to be paid the Contractor. If the Contractor has any property in its possession belonging to the Transit Management of Central Maryland Corporation the Contractor will account for the same, and dispose of it in the manner the Transit Management of Central Maryland Corporation directs.

b. Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Transit Management of Central Maryland Corporation may terminate this contract for default.

Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Transit Management of Central Maryland Corporation that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Transit Management of Central Maryland Corporation, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision)

The Transit Management of Central Maryland Corporation in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Transit Management of Central Maryland Corporation satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from Transit Management of Central Maryland Corporation setting forth the nature of said breach or default, Transit Management of Central Maryland Corporation shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Transit Management of Central Maryland Corporation from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach

In the event that Transit Management of Central Maryland Corporation elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Transit Management of Central Maryland Corporation shall not limit Transit Management of Central Maryland Corporation's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts)

The Transit Management of Central Maryland Corporation, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the Transit Management of Central Maryland Corporation may terminate this contract for default. The Transit Management of Central Maryland Corporation shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the Transit Management of Central Maryland Corporation may terminate this contract for default. The Transit Management of Central Maryland Corporation shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the Transit Management of Central Maryland Corporation, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and Transit Management of Central Maryland Corporation shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Transit Management of Central Maryland Corporation.

h. Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the Transit Management of Central Maryland Corporation may terminate this contract for default. The Transit Management of Central Maryland Corporation shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work

site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor will the Contractor be charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, within [10] days from the beginning of any delay, notifies the Transit Management of Central Maryland Corporation in writing of the causes of delay. If in the judgment of the Transit Management of Central Maryland Corporation, the delay is excusable, the time for completing the work shall be extended. The judgment of the Transit Management of Central Maryland Corporation shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering)

The Transit Management of Central Maryland Corporation may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Transit Management of Central Maryland Corporation shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience or Default (Cost-Type Contracts)

The Transit Management of Central Maryland Corporation may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether

the termination is for convenience of the Transit Management of Central Maryland Corporation or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Transit Management of Central Maryland Corporation or property supplied to the Contractor by the Transit Management of Central Maryland Corporation. If the termination is for default, the Transit Management of Central Maryland Corporation may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Transit Management of Central Maryland Corporation and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the Transit Management of Central Maryland Corporation the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the Transit Management of Central Maryland Corporation determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the Transit Management of Central Maryland Corporation, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29

Executive Order 12549

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Transit Management of Central Maryland Corporation. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Transit Management of Central Maryland Corporation, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or

proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. , (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18

FTA Circular 4220.1F

Disputes.

- Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Transit Management of Central Maryland Corporation's, General Manager, Philip Pumphrey. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by Transit Management of Central Maryland Corporation, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

-Unless otherwise directed by Transit Management of Central Maryland Corporation Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Transit Management of Central Maryland Corporation and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Transit Management of Central Maryland Corporation is located.

Rights and Remedies

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights

and remedies otherwise imposed or available by law. No action or failure to act by the Transit Management of Central Maryland Corporation, Architect or Contractor, shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
49 CFR Part 26

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 9.7 %. A separate contract goal of 5% DBE participation has been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Transit Management of Central Maryland Corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. Vendors must submit with their Proposal a written implementation plan for meeting the DBE Goal. Attached MDOT DBE Forms "A" and "B" must also be completed. Proposals will not be accepted without these documents. Vendors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so as provided for in 49 CFR 26.53 (see attached COMAR 21.11.03.11 Waiver Request). Award of this contract is conditioned on submission of the following, concurrent with and accompanying sealed bid, concurrent with and accompanying an initial proposal, prior to award:

1. The names and addresses of *DBE* firms that will participate in this contract;
2. A description of the work each *DBE* will perform;
3. The dollar amount of the participation of each *DBE* firm participating;
4. Written documentation of the Vendor/offers' commitment to use a *DBE* sub-Vendor whose participation it submits to meet the contract goal;
5. Written confirmation from the *DBE* that it is participating in the contract as provided the

prime *Vendor*'s commitment; an

6. If the contract goal is not met, evidence of *Good Faith* efforts to do so must be provided in writing.

Vendors must present the information required above, as a matter of responsiveness, with initial proposals prior to contract award (see 49 CFR 26.53(3)).

(d) The *Vendor* is required to pay its sub-Vendors performing work related to this contract for satisfactory performance of that work no later than 30 days after the *Vendor*'s receipt of payment for that work from The Transit Management of Central Maryland Corporation. In addition, the *Vendor* may not hold retainage from its sub-Vendors, is required to return any retainage payments to those sub-Vendors within 30 days after the sub-Vendor's work related to this contract is satisfactorily completed, is required to return any retainage payments to those sub-Vendors within 30 days after incremental acceptance of the sub-Vendor's work by Transit Management of Central Maryland Corporation and *Vendor*'s receipt of the partial retainage payment related to the sub-Vendor's work.

(e) The *Vendor* must promptly notify, whenever a DBE sub-Vendor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE sub-Vendor to perform at least the same amount of work. The *Vendor* may not terminate any DBE sub-Vendor and perform that work through its own forces or those of an affiliate without prior written consent from Transit Management of Central Maryland Corporation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
FTA Circular 4220.1F

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Transit Management of Central Maryland Corporation requests which would cause Transit Management of Central Maryland Corporation to be in violation of the FTA terms and conditions.

CONFORMANCE WITH INTELLIGENT TRANSPORTATION SYSTEM (ITS)
NATIONAL ARCHITECTURE

Contractor will conform to the extent applicable, to the National Intelligent Transportation Standards Architecture as required by SAFETEA-LU section 5307 (c), 23 U.S.C. Section 512, note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. REG. 1455 et seq., January 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ADA ACCESS

Access Requirements for Persons with Disabilities. The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d), which states the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Recipient also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act.

NOTIFICATION OF FEDERAL PARTICIPATION FOR STATE

In the announcement of any third party contract award for goods or services (including construction services) the Purchaser agrees to specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express the amount of Federal assistance as a percentage of the total cost of that third party contract. This procurement is 0% federally funded.

Further, it is recommended that the percentage of Federal participation be stated in the Notice to Bidders.

6.0 STATEMENT OF WORK (SOW)

The Contractor will provide auditing services to the Transit Management of Central Maryland, Inc. dba Regional Transportation Agency of Central Maryland “RTA”, a wholly owned subsidiary for Profit Corporation of First Transit of North America established on March 17, 2014, to include the three major task areas as described and listed in sections 6.01 thru 6.03. RTA realizes that need for additional auditing services (which are separate and apart from those as discussed in this RFP) could occur during the term of the Contract; such a need may result in negotiation between RTA and the Contractor, and such projects might on occasion require an amendment to the Contract document. **RTA foresees that the practical work of the Contract will begin with a pre-audit session between RTA and the Contractor on or about September 16, 2016.**

Audits are to be performed in accordance with generally accepted auditing standards as set forth for financial audits in the General Accounting Office’s (GAO) Government Auditing Standards (1994, the provisions of the federal Single Audit Act of 1984 (and as subsequently amended to date), the U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Non-Profit Organizations (and all subsequent compliance requirements as amended to date), and any other relevant standards and/or best practices as established by the American Institute of Certified Public Accountants and the Maryland Association of Certified Public Accountants, or as are considered necessary to enable the Contractor to render expression of opinion and/or produce required reports.

An integral part of most audits, a basic understanding of RTA’s Organization and its environment, including the internal control structure of RTA, shall be required of the Contractor. While the Contractor will not be expected to determine whether all the internal controls have been properly placed in operation, the Contractor shall be expected to communicate to RTA internal control related matters that are relevant to be communicated per professional accounting standards. RTA expects an auditing regimen from the Contractor inclusive of a pre-audit meeting (entrance conference), progress conferences as needed, a post-audit session (exit conference) and a presentation of the audited statements to the RTA Commission/Partners/Board of Directors.

RTA shall make available to the Contractor all financial records and related information requested by the Contractor prior to the start of an audit, and any additional information that is reasonably possible to provide during the course of an audit. The find of information typically provided by RTA can include, but is not necessarily limited to:

- Financial Statements
- Detail General Ledger and trial Balances
- Schedule of Accounts Receivable
- Schedule of Deferred Revenue
- Schedule of Prepaids
- Grant and Contract documents

- Federal and State tax returns
- Schedule of Equipment & Vehicle Upgrades
- Schedule of Furniture/Fixtures/Depreciation
- Schedule of Revenue/Receipts
- Schedule of expenditures of federal awards
- Schedule of Fixed Assets
- Schedule of Expenses
- Leases
- Minutes of the Funding Partners/Board of Directors

All working papers and reports must be retained, at the Contractor's expense, for a minimum of three (3) years after the termination of the Contract, unless the Contractor is notified in writing by RTA of the need to extend the retention period. The Contractor will be required to make working papers available, upon request, to RTA. In addition, the Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to review working papers relating to matters of continuing accounting significance.

6.01 Financial Statements Audit

RTA requires the Contractor to audit RTA's financial statements beginning with the fiscal year ending June 30, 2015, as well as financial statements beginning with the fiscal year ending June 30, 2016. RTA requires the Contractor to express an opinion on the fair presentation of RTA's basic financial statements in conformity with generally accepted accounting principles. RTA further requires the Contractor to express an opinion on the fair presentation of RTA's related statements of activities, functional expenses, cash flows for the year then ended. RTA expects this audit to include tests of documentary evidence supporting transactions recorded in the accounts, tests of the physical evidence of inventories, and direct confirmation of receivables and certain assets and liabilities.

NOTE: Strictly as a guide to Offerors since firms differ in their allocation of billable hours among Partner/Manager/Supervisor/Staff. RTA can state that since there has been no established basis of billable hours needed for auditing services by the organization it will set an estimated level of between (250) and (275) billable hours.

6.02 A-133 Audit (for State, Local governments, and for-profit organizations expending Federal awards)

RTA requires the Contractor to audit RTA's financial statements beginning with the fiscal year ending June 30, 2015, as well as financial statements beginning with the fiscal year ending June 30, 2016, in particular regard to Federal government auditing standards and the provisions of OMB Circular A-133, as they relate to non-Federal entities (such as RTA) when they are recipients expending Federal awards received directly from Federal awarding agencies, or are sub-recipients expending Federal awards received from a pass-through entity (a recipient or another sub-recipient). **NOTE: Strictly as a guide to**

Offerors since firms differ in their allocation of billable hours among Partner/Manager/Supervisor/Staff. RTA again has no established basis to determine

the level of billable hours required and thus will set the level of between (150) and (175) billable hours.

6.03 Unspecified Accounting/Consulting Services

On an as-needed basis, RTA requires the Contractor's availability throughout the year to provide general accounting services and/or financially-related consulting services upon reasonable advance notice given to the Contractor by RTA. Level of required billable hours will be determined as deemed necessary.

6.04 Reports/Deliverables to be Issued

Following the completion of an audit and/or tax returns, the Contractor shall typically issue, as appropriate:

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles (GAAP), including an opinion on the fair presentation of the supplementary schedule of expenditures of federal awards in relation to the audited financial statements.
2. A report on internal control over financial reporting based on an audit of the financial statements.
3. A report that addresses the compliance and internal control over compliance especially applicable to the A-133 audit.

Note that in the required report(s) on compliance and internal controls, the Contractor shall communicate to RTA any reportable conditions found during the audit. In the context of this document and scope of work, a reportable condition shall be defined as a significant deficiency in the design and/or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements. Reportable conditions that are also material weaknesses shall be identified as such in the report. Non-reportable conditions discovered by the Contractor shall be reported in a separate letter to RTA management, and shall be referenced as such in the report(s) on compliance and internal controls.

The reports on compliance and internal controls shall include all instances of non-compliance. Importantly, the Contractor shall be required to make an immediate, written report of all irregularities and/or illegal acts and/or indications of illegal acts of which they become aware of to the RTA Funding Partners/Commission/Board of Directors.

ATTACHMENT A

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

Wherever in these General Conditions or in other contract documents the following terms or abbreviations are used, the meaning shall be as follows:

Audit – An official examination, verification and reporting of accounts and financial records of the firm/client.

Award - The decision by the RTA to execute a purchase agreement or contract after all necessary approvals have been obtained.

Offeror - A person formally submitting a bid or proposal for the work contemplated, acting directly as the, or through the, duly authorized representative-same as Offeror.

Bid Security - See Proposal Guaranty.

Billable Hour – Time worked on business matter (s) that will be charged to a client according to a contractual rate.

Business - A corporation, partnership, individual, sole proprietorship, joint venture, or any other legal entity through which business or commercial activity is conducted.

Business Day – Any day RTA administrative offices are open for business.

Calendar Day - Every day shown on the calendar: Saturdays, Sundays, and holidays included.

Change Order - A written order signed by the Chief Administrative Officer and/or authorized RTA staff person, directing a Contractor to make changes, which the modification clause of a contract authorizes the Chief Administrative Officer to order, with or without the consent of the Contractor.

Chief Administrative Officer – The RTA employee responsible for the procurement process associated with a particular solicitation.

Contract - Any agreement entered into by RTA for the acquisition of goods, supplies, services, construction, construction-related services, or any other item and includes:

- (1) Awards and notices of award;
- (2) Contracts of a fixed-price, cost-reimbursement, cost-plus-a-fixed-fee, fixed-price incentive, or cost-plus incentive fee type;
- (3) Contracts providing for the issuance of job or task orders;
- (4) Leases;
- (5) Letter contracts;
- (6) Purchase orders;
- (7) Supplemental agreements with respect to any of these;
- (8) Orders; and
- (9) Grants.

Contract does not include:

- (1) Collective bargaining agreements with employee organizations;
- (2) An employee with an employment contract; or
- (3) Medical, Medicare, Judicare, or similar reimbursement contracts for which user eligibility and cost are set by law regulation.

Contract Affidavit - A completed Contract Affidavit must be submitted by the successful Offeror prior to issuance of the Notice to Proceed and the Contract.

Contract Documents - The written agreement executed between RTA and the successful Offeror, covering the performance of the work and furnishing of labor, equipment and materials, by which the Contractor is bound to perform the work and furnish the labor, equipment, services, and materials, and by which RTA is obligated to compensate the Contractor at the mutually established and accepted rate or price.

The Contract shall include the Invitation for Bids or Request for Proposal, Notice to Contractors, Instructions to Offerors, Contract Forms and Bonds, General Terms and Conditions, Specifications, Supplemental Specifications, all Special Provisions, all Technical Provisions, all Plans and Notices to Proceed, also any written Modifications, Change Orders and Supplemental Contracts that are required to complete the scope of the work or services in an acceptable manner, including authorized extensions thereof.

Contract Modification - Any written alteration and/or change made in the specifications, delivery point, date of delivery, contract period, price, quantity, or other provision of any existing contract, whether accomplished in accordance with

a contract provision, or by mutual action of the parties to the Contract. It includes without limitation Change Orders, extra Work Orders, Supplemental Contracts, Contract amendments, or Reinstatements, or any changes made to a contract as a consequence of partial termination or settlements.

Contractor - Any entity having a contract with RTA. Contractor does not include employees with labor contracts (collective bargaining agreements) or an employee with an employment contract.

Cost-Reimbursement Contract - A contract under which the Contractor is reimbursed for those contract costs, within as stated ceiling, and a fee, if any, which are recognized as allowable and allocable under the cost and price principle regulations.

Day - Calendar day unless otherwise designated.

Notice to Proceed - A written notice to the Contractor of the date on or before which the Contractor shall begin the work or service to be performed under the Contract.

Procurement - Includes all functions that pertain to the obtaining of any public procurement, including description of requirements, solicitation of sources, selection, preparation and award of contract, all phases of Contract Administration.

Proposal - The response by an Offeror to a solicitation by RTA to obtain goods or services. The response may include, but is not limited to, an Offeror's price and terms for the proposed contract, a description of technical expertise, work experience and other information as requested in the solicitation. As used herein the words "Proposal," "Offer," or "Bid," have the same meaning.

Proposal Guaranty - Acceptable security for bid, performance, and payment bonds, as stated in COMAR 21.06.07.01B, designated in the IFB or Proposal, to be furnished by the Offeror as a guaranty of good faith to enter into a contract with RTA.

Services - The rendering of time, effort or work, rather than the furnishing of a specific physical product other than reports incidental to the required performance of services. It includes, but is not limited to, the professional, personal and/or contractual services provided by attorneys, accountants, physicians, consultants, appraisers, land surveyors, and property management, where the service is associated with the provision of expertise and/or labor. Examples include, but are not limited to, property management, janitorial, security, waste disposal, pest control, environmental control, trash removal, window cleaning, computer hardware and software, snow removal, equipment maintenance, professional and consultant services.

“Services” does not include services contained within the definitions of maintenance, construction-related services, architectural services or engineering services.

Solicitation - Invitation for bids, request for quotations, request for proposals, or any other method or instrument used to provide public notice and advertisement of RTA’s intent to procure supplies, services, and construction.

Specification - A written description of functional performance or salient characteristics. It may include a statement of any of the user’s requirements and may provide for inspection, testing, or preparation of a sample or prototype before procurement.

State - The State of Maryland acting through its authorized representative.

Subcontractor - Any person undertaking the providing of a part of the Statement of Work or service under the terms of the Contract, by virtue of an agreement with the Contractor, who, prior to such undertaking, receives the approval of RTA and, if applicable, the surety.

Statement of Work or Services - shall mean the furnishings of all labor, materials, equipment, and other deliverables necessary to the successful completion of the Contract and the carrying out of all the duties and obligations imposed by the Contract.

2. **PREPARATION OF PROPOSAL/BID**

- A. Offeror submission shall be on the forms furnished or in the format provided by RTA, carefully following preparation instructions. A completed Bid/Proposal Affidavit is an essential part of the proposal submission.
- B. Offerors should give specific attention to the identification of those portions of the Bid or Proposal, which they deem to be confidential, proprietary information or trade secrets. Offeror should provide any justification of why such materials, upon request, should not be made public by RTA. RTA makes the final determination of whether a document must be disclosed.

3. **SMALL BUSINESS PROCUREMENT**

If the solicitation for bid or proposal indicates that a procurement has been designated for a small business preference, the provisions of COMAR Title 21.11.01.02 pertaining to small business preferences shall apply and are incorporated herein by reference.

4. **SANCTIONS UPON IMPROPER ACTS**

- A. In the event the Contractor or any of its officers, partners, principals, or employees, is convicted of a crime arising out of, or in connection with, the procurement of work or service to be done or payment to be made under this contract, the Contract may, in the discretion of RTA, be terminated.
- B. Section 16-203 of State Finance and Procurement Article of the Annotated Code, and COMAR 21.08.01, which relate to contracts with persons convicted of bribery, attempted bribery or conspiracy to bribe are incorporated into this contract by reference.
- C. Section 11-205 of State Finance and Procurement Article and COMAR 21.08.03 relating to collusion for purposes of defrauding of the State are incorporated into this contract by reference.
- D. Subtitle 08 of Title 21 of COMAR, “Disqualification, Suspension, Debarment, Reinstatement, and Sanctions” is incorporated into this contract by reference.

5. **COMPLIANCE WITH LAWS**

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including, but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this contract;
- C. It shall comply with all Federal, State, and local laws, regulations and ordinances applicable to its activities and obligations under this contract; and
- D. It shall obtain, at its expense, all licenses, permits, insurance, and Government approvals, if any, necessary to the performance of its obligations under this contract.

6. **NON-DISCRIMINATION IN EMPLOYMENT**

- A. Compliance with State Law and regulations

- (1). State Law: The Contractor agrees:
 - (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or the physical or mental disability of a qualified individual with a disability;
 - (b) to include a provision similar to that contained in subsection (a) above, and in any subcontract except a subcontract for standard commercial supplies or raw materials; and
 - (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of these clauses.
- (2). Sanctions for Non-compliance: In the event of the Contractor's non-compliance with the non-discrimination provisions of this Contract, RTA shall impose such sanctions as it may determine to be appropriate, including but not limited to:
 - (a) withholding of payment to the Contractor under the Contract until the Contractor complies, and/or
 - (b) cancellation, termination or suspension of the Contract in whole or in part.

B. Compliance with Federal Law

Contractors providing materials, equipment, supplies, or services to the State under this contract herewith assure the State that they are conforming to the provision of the Civil Rights Act of 1964, and Section 202 of Executive Order 11246 of the President of the United States of America as amended December 1, 1996.

The Contractor shall comply with all applicable Federal law pertaining to non-discrimination in employment.

7. **DISSEMINATION OF INFORMATION**

During the term of this contract, the Contractor shall not release any information related to the services or performance of the services under this

contract nor publish any final reports or documents without the prior written approval of RTA.

8. **NON-HIRING OF EMPLOYEES**

No employees of RTA whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall while so employed, become or be an employee of the party or parties hereby contracting with RTA.

9. **CONTINGENT FEE PROHIBITION**

A. The Contractor, architect, or engineer warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor, architect, or engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson, or commercial selling agency, any fee or other consideration contingent on the making of this Contract.

B. For breach or violation of this warranty, RTA shall have the right to terminate this Contract without liability, or, at RTA's discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

10. **CONFLICT OF INTEREST LAW**

It is unlawful for any RTA officer, employee, or agent to participate personally in his official capacity through decision, approval, disapproval, recommendation, advise, or investigation in any contract or other matter in which he, his spouse, parent, minor child, brother or sister, has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization whom he is negotiating or has any arrangement concerning prospective employment, is a part.

11. **FINANCIAL DISCLOSURE**

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within thirty (30) days of the time when the aggregate value of these contracts, leases or other

agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

12. **POLITICAL CONTRIBUTION DISCLOSURE**

The Contractor shall comply with the Election Law Article of the Annotated Code of Maryland, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies during a calendar year in which the person received in the aggregate \$100,000 or more, shall file with the State Board of Election a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contact, then twice a year throughout the Contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

13. **PERSONAL LIABILITY OF OFFICIALS**

In carrying out any of the provisions of the Contract, or in exercising any power or authority granted to them by or within the scope of the Contract, there shall be no liability upon the RTA Chief Administrative Officer or other authorized RTA representatives, either personally or as officials of RTA, it being understood that in all such matters, the above act solely as agents and representatives of RTA.

14. **COST AND PRICE CERTIFICATION**

- A. The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current.
- B. The price under this contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increase occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

15. **CONTRACT ADMINISTRATION**

This contract will be administered on behalf of RTA by the RTA Chief Administrative Officer.

16. **AUTHORITY OF THE RTA CHIEF ADMINISTRATIVE OFFICER**

- A. The Chief Administrative Officer and/or responsible contract administrator(s) shall decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of said work; all questions which may arise as to the interpretation of any or all plans and/or specifications; and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.
- B. The Chief Administrative Officer and/or responsible contract administrator(s) shall determine the Amount of work performed to be paid for under the Contract.
- C. The Chief Administrative Officer shall have the authority to suspend the work wholly or in part due to the failure of the Contractor to carry out provisions of the Contract.
- D. The Chief Administrative Officer and/or responsible contract administrator(s) may authorize progress payments for work satisfactorily completed, subject to such withholding that the Chief Administrative Officer deems appropriate.

17. **CORPORATE REGISTRATION AND TAX PAYMENT CERTIFICATION**

Corporations are required to execute a Certification of Corporation Registration and Tax Payment.

18. **INVITATION OF WORK**

The Contractor shall not commence performance of the services until it receives from RTA a formal written Notice to Proceed.

19. **NOTICE TO PROCEED AND PROSECUTION OF WORK**

- A. After the Contract has been executed, RTA will issue to the Contractor a Notice to Proceed and this notice will stipulate the date on or before which the Contractor is expected to begin work. Any preliminary work, started before receipt of the Notice to Proceed, shall be at the risk of the Contractor.
- B. The Contractor shall begin work promptly within the time specified by the Chief Administrative Officer. After the work has once been started, it shall be prosecuted diligently until the entire Contract is complete.

20. **DISCREPANCIES IN CONTRACT DOCUMENTS**

In the event the Contractor discovers any discrepancies in the Contract documents, he shall immediately notify the Chief Administrative Officer. The Chief Administrative Officer will then make such corrections and interpretations as may be deemed necessary in the best interests of RTA and for fulfilling the intent of the Contract.

21. **CONTRACTOR INSURANCE**

Prior to the start of work on any contract, the Contractor shall submit to the Chief Administrative Officer certificate(s) of insurance indicating that he carries insurance against the risks and in the Amounts specified elsewhere in the Contract.

22. **RESPONSIBILITY FOR CLAIMS AND LIABILITY**

- A. It is expressly understood that the Contractor shall indemnify and save harmless RTA and its officers, agents, and employees from and against all claims, suits, judgments, expenses, actions, damages and costs of every name and description, arising out of or resulting from errors, omissions, negligent acts, negligent performance or nonperformance of the services of the Contractor or those of his subcontractors, agents, or employees under this contract, or arising from or based on the violation of applicable Federal, State or local law, ordinance, regulation, order, or decree, whether by himself or his employees or subcontractors.
- B. Further, the Contractor shall pay any claims for personal injury, bodily injury or property damage which the Contractor is legally obligated to pay and shall indemnify RTA against such claims. The Contractor shall undertake to defend any third party claim seeking those damages.

23. **COOPERATION BY CONTRACTOR**

The Contractor shall give the work and/or services the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Chief Administrative Officer and/or contract administrator(s) in every way possible.

24. **COOPERATION BETWEEN CONTRACTORS**

The Contractor agrees in the event of dispute as to cooperation between Contractors and the Chief Administrative Officer and/or contract administrator(s) will act as referee and decisions made by the Chief Administrative Officer and/or

contract administrator(s) will be binding. The Contractor agrees to make no claims against RTA for any inconvenience, delay or loss experienced because of the presence and operations of other Contractors.

25. **ASSIGNMENT**

The Contractor shall not assign the whole or any part of this contract, or any monies due or to become due under this contract without the prior written consent of RTA. In case the Contractor assigns all or any part of the monies due or to become due under this contract, the instrument of assignment shall contain a clause providing that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract. RTA is not responsible for Contractor assignments.

26. **CHANGES, ALTERATIONS OR MODIFICATIONS IN THE SERVICES**

RTA shall have the unilateral right, at its discretion, to change, alter or modify in writing the services provided for in this Contract and such changes, alterations or modifications may be made even though it will result in an increase or decrease in the services of the Contractor or in the Contract cost thereof.

27. **APPROVAL AUTHORITY**

This contract and any change order or amendment thereto, is subject to the approval requirements established by RTA. The Contract shall be considered to bind the parties hereto in accordance with the Constitution and Laws of the State of Maryland.

28. **OWNERSHIP OF DOCUMENTS**

The Contractor agrees that all data and material including, but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, dies, prints, electronic files and computations prepared by or for him under the terms of this Contract shall at any time during the performance of the services be made available to RTA upon request and shall become and remain the property of RTA upon termination or completion of the services. RTA shall have the right to use same without restriction or limitation and without compensation to the Contractor other than that provided in the Contract.

29. **MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS**

If appropriate funds are not made available by Federal, State or Local government agencies, for continued performance for any fiscal period of this contract succeeding the first fiscal period, this contract shall be cancelled by RTA

as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either RTA's rights or the Contractor's rights under any termination clause in this contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and RTA from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. RTA shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of the Contract for each succeeding fiscal period beyond the first.

30. **CONTRACTOR'S INVOICES**

Contractor agrees to include on the face of all invoices billed to RTA, Contractor's Federal Tax Identification Number and DUNS Number.

31. **OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)**

All materials, supplies, equipment or services supplied as a result of this contract shall comply with the applicable U.S. and Maryland OSHA standards.

32. **DELAYS AND EXTENSIONS OF TIME**

- A. The Contractor agrees to prosecute the Statement of Work or services continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any clause whatsoever during the progress of any portion of the work specified in this contract.
- B. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

33. **GENERAL GUARANTY**

Neither the final acceptance of the work or payment therefore nor any provision in the Contract documents nor partial or entire use of the work by RTA shall constitute an acceptance of work not performed in accordance with the Contract documents or relieve the Contractor of liability for any express or warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work, and pay for any damage to other work

resulting from defects in his work that shall appear within a period of one (1) year from the date of final acceptance of work, unless a longer period is specified. RTA will give notice of observed defects with reasonable promptness.

34. **PATENT INDEMNITY**

Contractor shall indemnify, protect and save harmless RTA, its officers, agents and employees from all claims growing out of any patent or copyright infringements or claims thereof pertaining to any design, drawings, specifications or other patented or copyrighted items used by the Contractor.

35. **GENERAL CONDITIONS PREVAILING**

In event of a conflict between these General Terms and Conditions and any other provisions of the Contract documents, these General Conditions shall prevail unless such other provision expressly provides to the contrary.

36. **INCORPORATION BY REFERENCE**

All terms and conditions under the solicitation, or any amendments thereto, are made a part of this contract.

37. **MISCELLANEOUS**

For the purpose of these General Terms and Conditions, the words Contract and Agreement are synonymous.

38. **MARYLAND LAW PREVAILS**

The provisions of this contract shall be governed by the Laws of Maryland.

39. **COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)**

Contractor shall comply with the ADA, 42 USC §§ 12101 et seq. and applicable regulations. To the extent required by the ADA, Contractor's facilities, services, and programs shall be accessible to persons with disabilities. Contractor shall bear sole responsibility for assuring that its activities under this Contract conform to the ADA. Contractor shall indemnify and hold RTA harmless in any administrative proceeding or other action brought pursuant to the ADA for all damages, attorney fees, litigation expenses and costs, if such action or proceeding arises from the acts of Contractor, Contractor's employees, agents or subcontractors.

40. **PAYMENT OF STATE OBLIGATIONS**

- A. Payment to the Contractor pursuant to this contract shall be made no later than thirty (30) days after RTA's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.
- B. A proper invoice shall include a description of the items or services provided; the date the goods were received, or the inclusive dates the services were rendered; the Contract price(s); retention, if any; the basis for the billing; the Contract or purchase order number; the Contractor's Federal Tax Identification Number or Social Security Number; the name and address of the proper invoice recipient.
- C. For the purpose of this contract, an invoice amount will not be deemed due and payable if:
 - (1) The amount invoiced is inconsistent with the Contract;
 - (2) The proper invoice has not been received by the party or location specified in the Contract;
 - (3) The invoice or performance under the Contract is in dispute, or the Contractor has failed to otherwise comply with the provisions of the Contract;
 - (4) The item or services have not been accepted;
 - (5) The quantity of items delivered is less than the quantity ordered;
 - (6) The items or services do not meet the quality requirements of the Contract.
 - (7) The proper invoice for the progress payment, if applicable, has not been submitted according to the schedule contained in the Contract;
 - (8) All stipulated conditions for release of the withholding, if applicable, have not been met; and

- (9) Satisfactory documentation or other evidence reasonably required by the Chief Administrative Officer or by the General Manager concerning performance under the Contract has not been submitted by the Contractor.

41. **SUSPENSION OF WORK**

The RTA Chief Administrative Office unilaterally may order the Contractor in writing, to suspend, delay, or interrupt all or any part of the work for such period of time as he or she may determine to be appropriate for the convenience of RTA.

42. **RETENTION OF RECORDS**

The Contractor shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by RTA hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of RTA, including the Chief Administrative Officer or designee, at all reasonable times.

43. **INSOLVENCY**

If the Contractor becomes insolvent, files a bankruptcy petition in any court, becomes the subject of an involuntary bankruptcy petition, makes a general assignment for the benefit of creditors, has a receiver appointed for assets, or ceases to conduct business, the Contractor shall be considered in default of the Contract. If any of these events occurs, the Contractor must immediately notify the Chief Administrative Officer or designee.

44. **SURETY BOND ASSISTANCE PROGRAM**

Assistance in obtaining bid, performance, and payment bonds may be available to qualifying small businesses through the Maryland Small Business Development Financing Authority (MSBDFA). MSBDFA can directly issue bid, performance, or payment bonds up to \$750,000.

Questions regarding the bonding assistance program should be referred to:

Maryland Department of Business and Economic Development
Maryland Small Business Development Financing Authority
217 E. Redwood St., 22nd Floor
Baltimore, MD 21202
(410) 767-6359

45. **EXTENTION**

A change in the scope of services to be performed in a contract for the performance of phases and or services not previously included in the initial contract.

46. **EMERGENCY EXTENTION**

The granting of the continuation of an agreement/contract in the event of a sudden and/or unexpected occurrence and/or condition which the RTA reasonably could not foresee that requires an action to avoid or to mitigate serious damage and/or undue hardship it creates to the general public health, safety of welfare.

ATTACHMENT B:

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] _____ and the duly authorized representative of [business]

_____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

Neither I, nor to the best of my knowledge, information, and belief, the above business (as defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business]:

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(a) been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(b) been convicted of any criminal violation of a state or federal antitrust statute;

(c) been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §§ 1961, et seq., or the Mail Fraud Act, 18 U.S.C. §§ 1341 et seq., for acts arising out of the submission of proposals or proposals for a public or private contract;

(d) been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(e) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;

(f) been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of proposals or proposals for a public or private contract;

(g) admitted in writing or under oath, during the course of an official investigation or other proceeding, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment]:

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of person(s) involved, and their current positions and responsibilities with the business, the grounds for debarment or suspension, and the details of each persons involvement in any activity that formed the grounds for debarment or suspension]:

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et. seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows [indicate the reason (s) why the affirmations cannot be given without qualification]:

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

1. Neither I, nor to the best of my knowledge information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies services, architectural services, construction related services, lease of real property, or construction.
2. Before entering into a subcontract having a value of \$25,000.00 or more the potential subcontractor shall provide a signed Certification of Lower-Tier Participants Regarding Debarment which shall be submitted to the Procurement Officer (Federal Aid).

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying proposal or offer that is being submitted;
2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the proposal price or price proposal of the Offeror or of any competitor, or otherwise taken any action in restraint of free and competitive proposaling in connection with the Contract for which the accompanying proposal or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and that the above business will comply with, the RTA requirement that the Contractor adhere to provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of these contracts, leases, or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and that the above business will comply with, the RTA requirement that the Contractor adhere to Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$100,000 or more shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

(applicable to all contracts unless the Contract is for law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agencies undercover operations.)

I CERTIFY THAT:

1. Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.
2. By submission of its proposal or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the Contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is

prohibited in the business' workplace and specifying the actions that will be taken against employees for violations of these prohibitions;

- (c) Prohibit its employees from working under the influence of drugs or alcohol;
- (d) Not hire or assign to work on the Contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance rehabilitation program;
- (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- (f) Establish drug and alcohol abuse awareness programs to inform its employees about;
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the Contract with a copy of the statement required by § 2 (b), above;
- (h) Notify its employees in the statement required by § 2 (b), above, that as a condition of the continued employment on the Contract, the employees shall abide by the terms of the statement;
- (i) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (j) Notify the procurement officer within ten (10) days after receiving notice under § 2(i) above, or otherwise receiving actual notice of a conviction;
- (k) Within thirty (30) days after receiving notice under § 2(i) above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace;
 - (i) Take appropriate personnel action against an employee, up to and including termination; or

- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance; or rehabilitation program; and
- (iii) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of § 2(a)-(j) above.

(l) If the business is an individual, the individual shall certify and agree, as set forth in § 4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the Contract; and

(m) I acknowledge and agree that:

(i) The award of the Contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(ii) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the Contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(iii) The violation of the provisions of COMAR 21.1.08 or this certification in connection with the Contract may, in the exercise of the discretion of the Board of Public Works, result in the suspension and debarment of the business under COMAR 21.08.06.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The business named above is a (Maryland ____) (foreign ____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name:

Address:

[If not applicable, so state]

2. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due to the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Economic and Employment Development, as applicable, and will have paid all withholding taxes due to the State of Maryland prior to final settlement.

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

A. The business warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of this Contract.

B. For breach or violation of this warranty, RTA shall have the right to terminate this Contract without liability and, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this proposal or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the Contract, and (3) other Affidavits comprising part of the Contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (Authorized Representative and Affiant)

ATTACHMENT C
CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the

(title)

and the duly authorized representative of

(business)

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic_____) (foreign_____) corporation registered in accordance with Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name: _____

Address: _____

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor Licensing and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposals Affidavit dated _____, 20____, and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE: _____

BY: _____

(Signature)

(Authorized Representative and Affiant)

ATTACHMENT D: (ADD FORMS A-D)

DBE APPROVAL CERTIFICATION AND MDOT DBE FORMS

I hereby certify that the Offeror has complied with the requirements of 49 CFR 23.67, Participation by Disadvantaged Business Enterprises in DOT Programs, and that our goals have not been disapproved by the Federal Transit Administration.

Signature of the Offeror's Authorized Official:

Name and Title of the Offeror's
Authorized Official:

Date:

MDOT DBE FORM A
FEDERALLY-FUNDED CONTRACTS (BIDS ONLY)
CERTIFIED DBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
PAGE 1 OF 2

**THIS AFFIDAVIT MUST BE INCLUDED WITH THE BID. IF THE BIDDER FAILS TO ACCURATELY COMPLETE AND
SUBMIT THIS AFFIDAVIT AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE.**

In connection with the bid submitted in response to Solicitation No. _____, I affirm the following:

1. DBE Participation (PLEASE CHECK ONLY ONE)

I have met the overall certified Disadvantaged Business Enterprise (DBE) participation goal of _____ percent (_____ %). I agree that the DBE firms listed in the DBE Participation Schedule - Part 2 of the MDOT DBE Form B (Federally-Funded Contracts – Bids Only) will be used to accomplish the DBE participation goal for this Contract for at least the dollar amounts set forth therein.

OR

I conclude that I am unable to achieve the DBE participation goal. I hereby request a waiver of the overall goal. Within 10 business days of receiving notice that our firm is the apparent awardee or as requested by the Procurement Officer, I will submit a written waiver request and all required documentation in accordance with COMAR 21.11.03.11. I agree that the DBE firms listed in the DBE Participation Schedule - Part 2 of the MDOT DBE Form B (Federally-Funded Contracts – Bids Only) will be used to accomplish the DBE participation goal for this Contract for at least the dollar amounts set forth therein.

2. Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 business days of receiving such notice:

- (a) Outreach Efforts Compliance Statement (MDOT DBE Form C - Federally-Funded Contracts – Bids Only);
- (b) Subcontractor Project Participation Statement (MDOT DBE Form D - Federally-Funded Contracts – Bids Only);
- (c) DBE Waiver Request documentation per COMAR 21.11.03.11 (if waiver was requested); and
- (d) Any other documentation required by the Procurement Officer to ascertain bidder's responsibility in connection with the certified DBE participation goal.

I acknowledge that if I fail to return each completed document (in 2 (a) through (d)) within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award.

MDOT-OP 016-2 (11/08)

MDOT DBE FORM A
FEDERALLY-FUNDED CONTRACTS (BIDS ONLY)
CERTIFIED DBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
PAGE 2 OF 2

3. Information Provided to DBE firms

In the solicitation of subcontract quotations or offers, DBE firms were provided not less than the same information and amount of time to respond as were non-DBE firms.

I solemnly affirm under the penalties of perjury that the information in this affidavit is true to the best of my knowledge, information and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

MDOT DBE FORM B
FEDERALLY-FUNDED CONTRACTS (BIDS ONLY)
DBE PARTICIPATION SCHEDULE

PART 1 – INSTRUCTIONS FOR DBE PARTICIPATION SCHEDULE

PAGE 2 OF 2

- E. Is the firm certified as a supplier, wholesaler and/or regular dealer? If the answer is YES (i) if the DBE firm is furnishing and installing the materials and is certified to perform these services, please include in Line 4.1 the total value of the subcontract amount (including full value of supplies); or (ii) if the firm is only being used as a supplier, wholesaler and/or regular dealer or is not certified to install the supplies/materials, for purposes of achieving the DBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). In Line 4.2 of the DBE Participation Schedule, please state amount of the subcontract for these supplies/products only (not installation) and sixty percent (60%) of such value.
7. Please note that for USDOT-funded projects, a DBE prime may count towards its DBE participation goal, work performed by its own forces. Include information about the DBE prime in Part 2.
8. **WARNING:** The percentage of DBE participation, computed using the dollar amounts in Column 4 for all of the DBE firms listed in Part 2, **MUST** equal at least the DBE participation goal as set forth in MDOT DBE Form A – Federally-Funded Contracts (Bids Only) for this solicitation. If a bidder is unable to achieve the DBE participation goal, then the bidder must request a waiver in Form A or the bid shall be deemed not responsive. You may wish to use the Worksheet shown below to assist you in calculating the percentages and confirming that you have met the applicable DBE participation goal.

WORKSHEET

Total DBE Firm Participation Amount	\$	
(Add amounts listed for all DBE Firms in Column 4 of DBE Participation Schedule)		
Divide by Total Contract Amount	÷	
Percent Overall DBE Participation	=	

MDOT-OP 017-2 (04/09)

**MDOT DBE FORM B
FEDERALLY-FUNDED CONTRACTS (BIDS ONLY)
DBE PARTICIPATION SCHEDULE**

PART 2 – DBE PARTICIPATION SCHEDULE

**PART 2 MUST BE INCLUDED WITH THE BID. IF THE BIDDER FAILS TO ACCURATELY COMPLETE AND SUBMIT
PART 2 WITH THE BID AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE.**

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

LIST INFORMATION FOR EACH CERTIFIED MBE SUBCONTRACTOR USED TO ACHIEVE THE DBE PARTICIPATION GOAL

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
			Unless the bidder requested a waiver in MDOT DBE Form A – Federally Funded Contracts (Bids Only) for this solicitation, the cumulative DBE participation for all DBE firms listed herein must equal at least the DBE participation goal set forth in Form A.
NAME OF DBE PRIME OR SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND CLASSIFICATION	NAICS CODE/S NAICS Code/s of the specific products to be supplied or services to be performed by the DBE firm	FOR PURPOSES OF ACHIEVING THE DBE PARTICIPATION GOAL. State the dollar amount of the products/services in Line 4.1 except for those services or products where the DBE firm is being used as a wholesaler, supplier or regular dealer. For those items of work where the DBE firm is being used as a supplier, wholesaler and/or regular dealer complete Line 4.2 using the 60% Rule.
<input type="checkbox"/> Please check if DBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions	Certification Number: <input type="checkbox"/> Women-Owned <input type="checkbox"/> African American-Owned <input type="checkbox"/> Other DBE Classification		4.1 <u>TOTAL AMOUNT TO BE PAID TO THE SUBCONTRACTOR (EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS, AND REGULAR DEALERS).</u> \$ 4.2 <u>TOTAL AMOUNT TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE DBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER. (PLEASE REFER TO SECTION 8(E) IN PART 1 - INSTRUCTIONS).</u> Total value of Supplies/Products \$ X 60% (60% Rule) = \$ (Amount for purposes of achieving the DBE Participation Goal).

Please check if Continuation Sheets are attached.

**MDOT DBE FORM B
FEDERALLY-FUNDED CONTRACTS (BIDS ONLY)
DBE PARTICIPATION SCHEDULE
CONTINUATION SHEET**

PAGE __ OF __

Prime Contractor	Project Description	Solicitation Number

LIST INFORMATION FOR EACH CERTIFIED MBE SUBCONTRACTOR USED TO ACHIEVE THE DBE PARTICIPATION GOAL

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
			Unless the bidder requested a waiver in MDOT DBE Form A – Federally Funded Contracts (Bids Only) for this solicitation, the cumulative DBE participation for all DBE firms listed herein must equal at least the DBE participation goal set forth in Form A.
NAME OF DBE PRIME OR SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND CLASSIFICATION	NAICS CODE/S NAICS Code/s of the specific products to be supplied or services to be performed by the DBE firm	FOR PURPOSES OF ACHIEVING THE DBE PARTICIPATION GOAL. State the dollar amount of the products/services in Line 4.1 except for those services or products where the DBE firm is being used as a wholesaler, supplier or regular dealer. For those items of work where the DBE firm is being used as a supplier, wholesaler and/or regular dealer complete Line 4.2 using the 60% Rule.
<input type="checkbox"/> Please check if DBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions	Certification Number: <input type="checkbox"/> Women-Owned <input type="checkbox"/> African American-Owned <input type="checkbox"/> Other DBE Classification		4.1 TOTAL AMOUNT TO BE PAID TO THE SUBCONTRACTOR (EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS). \$ 4.2 TOTAL AMOUNT TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE DBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER. (PLEASE REFER TO SECTION 6(E) IN PART 1 - INSTRUCTIONS). Total value of Supplies/Products \$ X 60% (60% Rule) = \$ (Amount for purposes of achieving the DBE Participation Goal).

Please check if Continuation Sheets are attached.

MDOT-OP 017-2 (04/09)

**MDOT DBE FORM C
FEDERALLY-FUNDED CONTRACTS
OUTREACH EFFORTS COMPLIANCE STATEMENT**

In conjunction with the offer/proposal submitted in response to Solicitation No. _____, I state the following:

1. Bidder/Offeror took the following efforts to identify subcontracting opportunities in these specific work categories:
2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified DBE firms for these subcontract opportunities.
3. Bidder/Offeror made the following attempts to personally contact the solicited DBE firms:

4. Please Check One:

- This project does not involve bonding requirements.
- Bidder/Offeror assisted DBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS)

5. Please Check One:

- Bidder/Offeror did attend the pre-bid/pre-proposal meeting/conference.
- No pre-bid/pre-proposal meeting/conference was held.
- Bidder/Offeror did not attend the pre-bid/pre-proposal meeting/conference.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

MDOT DBE FORM D
FEDERALLY-FUNDED CONTRACTS (BIDS ONLY)
DBE SUBCONTRACTOR PROJECT PARTICIPATION
AFFIDAVIT

IF THE BIDDER FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD. SUBMIT ONE FORM FOR EACH CERTIFIED DBE FIRM LISTED IN THE DBE PARTICIPATION SCHEDULE

Provided that _____ (Prime Contractor's Name) is awarded the State contract in conjunction with Solicitation No. _____, such Prime Contractor will enter into a contract with _____ (Subcontractor's Name) committing to participation by the DBE firm _____ (DBE Name) with MDOT Certification Number _____ (if subcontractor previously listed is also the DBE firm, please restate name and provide DBE Certification Number) will receive for at least \$_____ (Total Subcontract Amount) for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

I solemnly affirm under the penalties of perjury that the information provided in this DBE Subcontractor Project Participation Affidavit is true to the best of my knowledge, information and belief. I acknowledge that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes.

PRIME CONTRACTOR	SUBCONTRACTOR (SECOND-TIER)	SUBCONTRACTOR (THIRD-TIER)
Signature of Representative: _____	Signature of Representative: _____	Signature of Representative: _____
Printed Name and Title:_____	Printed Name and Title:_____	Printed Name and Title:_____
Firm's Name: _____	Firm's Name: _____	Firm's Name: _____
Address: _____ _____	Federal Identification Number: _____	Federal Identification Number: _____
Telephone: _____	Address: _____ _____	Address: _____ _____
Date: _____	Telephone: _____	Telephone: _____
	Date: _____ _____	Date: _____ _____

IF DBE FIRM IS A THIRD-TIER SUBCONTRACTOR, THIS FORM MUST ALSO BE EXECUTED BY THE SECOND-TIER SUBCONTRACTOR THAT HAS THE SUBCONTRACT AGREEMENT WITH THE DBE FIRM.

ATTACHMENT E

FINANCIAL PROPOSAL QUOTATION FORM – RTA RFP 02-2016

This form shall be completed for each bid submitted and returned with the Bidder’s response to this RFP.

6.01 - SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE ANNUAL FINANCIAL STATEMENTS AUDIT:

Year One

	<u>Hours</u>	<u>Proposed Hourly Rate</u>	<u>Total</u>
Partners	_____	\$ _____	\$ _____
Managers	_____	\$ _____	\$ _____
Supervisory Staff	_____	\$ _____	\$ _____
Staff	_____	\$ _____	\$ _____
Peak Season Charge (Premium per Hour)	_____	\$ _____	\$ _____
Other (Specify):	_____	\$ _____	\$ _____
Subtotal	_____	\$ _____	\$ _____
Additional out-of- pocket Expenses (if any-Specify)	_____	\$ _____	\$ _____

Total Year One (Maximum Price)	_____	\$ _____	\$ _____
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Year Two

	<u>Hours</u>	<u>Proposed Hourly Rate</u>	<u>Total</u>
Partners	_____	\$ _____	\$ _____
Managers	_____	\$ _____	\$ _____
Supervisory Staff	_____	\$ _____	\$ _____
Staff	_____	\$ _____	\$ _____

Peak Season Charge (Premium per Hour)	_____	\$ _____	\$ _____
Other (Specify):	_____	\$ _____	\$ _____
Subtotal	_____	\$ _____	\$ _____
Additional out-of- pocket Expenses (if any-Specify)	_____	\$ _____	\$ _____

Total Year Two (Maximum Price)	_____	\$ _____	\$ _____
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Year Three

	<u>Hours</u>	<u>Proposed Hourly Rate</u>	<u>Total</u>
Partners	_____	\$ _____	\$ _____
Managers	_____	\$ _____	\$ _____
Supervisory Staff	_____	\$ _____	\$ _____
Staff	_____	\$ _____	\$ _____
Peak Season Charge (Premium per Hour)	_____	\$ _____	\$ _____
Other (Specify):	_____	\$ _____	\$ _____
Subtotal	_____	\$ _____	\$ _____
Additional out-of- pocket Expenses (if any-Specify)	_____	\$ _____	\$ _____

Total Year Three (Maximum Price)	_____	\$ _____	\$ _____
-------------------------------------	-------	----------	----------

*** Line A Maximum Price Years one, two & three (Insert Page 88)**

\$ _____

6.02 - SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE ANNUAL A-133 AUDIT:

Year One

	<u>Hours</u>	<u>Proposed Hourly Rate</u>	<u>Total</u>
Partners	_____	\$ _____	\$ _____
Managers	_____	\$ _____	\$ _____
Supervisory Staff	_____	\$ _____	\$ _____
Staff	_____	\$ _____	\$ _____
Peak Season Charge (Premium per Hour)	_____	\$ _____	\$ _____
Other (Specify):	_____	\$ _____	\$ _____
Subtotal	_____	\$ _____	\$ _____
Additional out-of- pocket Expenses (if any-Specify)	_____	\$ _____	\$ _____

Total Year One (Maximum Price)	_____	\$ _____	\$ _____
-----------------------------------	-------	----------	----------

Year Two

	<u>Hours</u>	<u>Proposed Hourly Rate</u>	<u>Total</u>
Partners	_____	\$ _____	\$ _____
Managers	_____	\$ _____	\$ _____
Supervisory Staff	_____	\$ _____	\$ _____
Staff	_____	\$ _____	\$ _____
Peak Season Charge (Premium per Hour)	_____	\$ _____	\$ _____
Other (Specify):	_____	\$ _____	\$ _____

Subtotal	_____	\$ _____	\$ _____
Additional out-of- pocket Expenses (if any-Specify)	_____	\$ _____	\$ _____

Total Year Two (Maximum Price)	_____	\$ _____	\$ _____
--------------------------------	-------	----------	----------

Year Three

	<u>Hours</u>	<u>Proposed Hourly Rate</u>	<u>Total</u>
Partners	_____	\$ _____	\$ _____
Managers	_____	\$ _____	\$ _____
Supervisory Staff	_____	\$ _____	\$ _____
Staff	_____	\$ _____	\$ _____
Peak Season Charge (Premium per Hour)	_____	\$ _____	\$ _____
Other (Specify):	_____	\$ _____	\$ _____
Subtotal	_____	\$ _____	\$ _____
Additional out-of- pocket Expenses (if any-Specify)	_____	\$ _____	\$ _____

Total Year Three (Maximum Price)	_____	\$ _____	\$ _____
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*** Line B Maximum Price Years one, two & three (Insert Page 88)**

\$ _____

6.03 – UNSPECIFIED ACCOUNTING/CONSULTING SERVICES:

An annual block of twenty-five (25) hours, to be used or not used at CMRT’s sole discretion. The Offeror is instructed to propose a single hourly is instructed to propose a single hourly charge (which can be a blended rate of more than one professional category of employee).

Year One – 25 Hours @ Hourly Rate of \$_____ equals extended of \$_____

Year Two – 25 Hours @ Hourly Rate of \$_____ equals extended of \$_____

Year Three – 25 Hours @ Hourly Rate of \$_____ equals extended of \$_____

** Line C Maximum Price Years one, two & three (Insert Page 88)*

\$_____

PROPOSAL NOT-TO-EXCEED GRAND TOTAL

Line A Total \$_____

Line B Total \$_____

Line C Total \$_____

PROPOSAL NOT-TO-EXCEED GRAND TOTAL (LINES A-C)

\$_____

ATTACHMENT F:
ACKNOWLEDGMENT OF ADDENDA
RTA RFP 01-2016

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No. _____, Dated _____

Offeror Name: _____

Street Address: _____

City, State, Zip: _____

Signature of Authorized
Signer: _____

Title: _____

Phone: _____

ATTACHMENT G:

LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.

B. The Living Wage Law does not apply to:

(1) A Contractor who:

(A) has a State contract for services valued at less than \$100,000, or

(B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.

(2) A Subcontractor who:

(A) performs work on a State contract for services valued at less than \$100,000,

(B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or

(C) performs work for a contractor not covered by the Living Wage Law as defined in B (1) (B) above, or B (3) or C below.

(3) Service contracts for the following:

(A) services with a Public Service Company;

(B) services with a nonprofit organization;

(C) services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit");
or

- (D) services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.
- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.

- I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage.

Affidavit of Agreement

Maryland Living Wage Requirements-Service Contracts

Re: Solicitation No. _____

Offer/Bid submitted by (name of firm) _____

Address _____

City _____ State _____ Zip Code _____

The Undersigned, being an authorized representative of the above stated Bidder/Offeror, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract.

The Bidder/Offeror agrees to pay employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their employees who are subject to the living wage for hours spent on a State contract for services. The Bidder/Offeror agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

(If applicable) The Bidder/Offeror provides the following reasons why the affirmations above cannot be given and affirms that it is exempt from Maryland's Living Wage Law for the following reasons:

_____.

Name of Authorized Representative: _____

Signature of Authorized Representative

Date

Title

Witness Name (Typed or Printed)

Witness Signature

ATTACHMENT H

BIDDERS CHECK LIST – RFP 02-2016

<u>Section</u>	<u>Submission Required Items</u>
1.15	DBE CONFORMANCE, ATTACHMENT D
1.17	PRICE PROPOSAL ANALYSIS (SEE 3.03) ATTACHMENT E
1.23	IDENTIFICATION OF CONFIDENTIAL INFORMATION
1.25	ACKNOWLEDGEMENT OF ADDENDA, ATTACHMENT F
1.27	BID/PROPOSAL AFFIDAVIT, ATTACHMENT B
1.28	CONTRACT AFFIDAVIT, ATTACHMENT C
1.33	LIVING WAGE, ATTACHMENT G
3.01	COPIES OF PROPOSAL (FINACIAL & TECHNICAL 1 ORIGINAL 4 COPIES EACH IN SEPARATE ENVELOPES)
3.02	PARTS OF THE TECHNICAL PROPOSAL 1 ORIGINAL 4 COPIES <ul style="list-style-type: none">▪ TRANSMITTAL LETTER▪ IDENTIFICATION OF CONFIDENTIAL INFORMATION▪ TABLE OF CONTENTSEXECUTIVE SUMMARY▪ ACKNOWLEDGEMENT OF ADDENDA FORMS▪ RESPONSE TO SCOPE OF WORK▪ OFFEROR’S EXPERIENCE AND CAPABILITY▪ OFFEROR PERSONNEL ASSGNETD TO PROJECT▪ SUBCONTRACTORS▪ PROOF OF FINANCIAL CAPABILITY▪ LEGAL ACTIONS SUMMARY
3.03	PARTS OF FINANCIAL PROPOSAL 1 ORIGINAL 4 COPIES
5.00	LOBBYING FORM (PAGES 33 & 34)

DATE: _____.