

**REQUEST FOR PROPOSALS**  
**TO PROVIDE INTERIOR AND EXTERIOR**  
**BUS ADVERTISING SERVICES**

**Issued by**

**Transit Management of Central Maryland dba the**  
**Regional Transportation Agency of Central Maryland**

**Issue Date**

**April 28, 2021**

**Proposals must be submitted**  
**no later than 3:00PM**  
**May 19, 2021**

LATE PROPOSALS WILL BE REJECTED

*This is a Request for Proposals (RFP) procurement. There will be no public opening.*

Submitting the proposal:

Identify the outside of the proposal as **“RFP Interior and Exterior Bus Advertising.”** Include the revenue proposal in a separate sealed envelope identified as **“Revenue Proposal.”**

Offerors must submit, in a sealed package, **Five Originals AND** one PDF copy of all materials required for acceptance of their proposal **on or before 3:00 PM, April 28, 2021** to the following address:

8510 Corridor Lane  
Suite 110  
Savage, MD 20763

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Interior and Exterior Bus Advertising Services for the  
Transit Management of Central Maryland dba the  
**Regional Transportation Agency of Central Maryland**

## **I. DESCRIPTION OF THE PROJECT**

### **A. INTRODUCTION**

The Transit Management of Central Maryland (TMCM) dba as Regional Transportation Agency of Central Maryland (RTA) is seeking to award a contract for interior and exterior bus advertising services for the transit fleet operating within the service area of both fixed-route and demand-response service in Anne Arundel, Howard, and Prince George's Counties and the City of Laurel.

### **B. SUMMARY STATEMENT**

Howard County administers the contract for public transportation services with First Transit and the Transit Management of Central Maryland (TMCM) to manage and operate The Regional Transportation Agency (RTA). RTA provides both fixed-route and demand-response service in Anne Arundel, Howard, and Prince George's Counties and the City of Laurel.

The fixed-routes consists of the 16 routes – 301, 302, 401, 402A, 402B, 403, 404, 405, 406, 407, 408, 409, 414, 501, 502, and 503. Routes 301 and 302 operate in Prince George's County and the City of Laurel. The 400 series routes operate in Howard County, and the 500 series routes are regional routes that operate between jurisdictions. The primary transit hubs in the network are at the Mall in Columbia and Towne Centre Laurel. Please see attachment Part I-A-Timetables for a set of the current schedules and route maps. The 400 series route and Route 501 are funded by the Large Urban grant. Routes 301, 302, 502, and 503 are funded by the Washington Area Grant (WAG). The fixed-route fare is \$2.00 per one-way trip. Other fixed-route fare products include:

- \$5.00 Unlimited All-Day Pass
- \$15.00 10 Ride Ticket Book
- \$20.00 Student Monthly Pass
- \$40.00 Monthly Pass

In addition to the 16 fixed-routes, RTA provides ADA complementary and General Paratransit services (GPT) as part of the RTA Mobility services. The ADA complementary paratransit service provides demand-response service along  $\frac{3}{4}$  mile of the fixed-routes and is available on the same days and hours. ADA complementary paratransit trips can be reserved from 1 to 7 days in advance. The fare for the ADA complementary paratransit service is \$4.00 per one-way trip. Riders can also purchase a 10-Ride Ticket Book for \$35.00. Funding for the ADA complementary paratransit service is funded under ADA.

The GPT paratransit service is provided county-wide for adults (18-59) with a disability or over the age of 59. Eligible trip purposes/destinations include:

- Employment
- Medical

- Senior Centers
- Colleges
- Social Service Agencies

GPT Service is available Monday through Friday between 8:00 a.m. to 5:00 pm and reservations can be made 2 to 7 business days in advance. The GPT fare is \$4.00 for a one-way trip. Riders may also purchase a 10-Ride Ticket Book for \$40.00. Funding for the GPT service is provided partially by SSTAP.

Since the middle of March of 2020, no fare has been collected on the fixed-route and paratransit services due to the COVID pandemic. However, on January 2<sup>nd</sup>, 2021, fares on both the fixed-route and paratransit service have been reinstated.

### **C. Transit Fleet**

At the time of award, the RTA fleet will be composed of 64 vehicles in several vehicle types. A list of vehicles is included as **Exhibit 1**.

### **D. Advertising Space**

RTA is interested in generating revenue from the sale of advertising space in the interior and on the exterior of Regional Transportation Agency buses. As there is a need to preserve RTA system identity, RTA requires that OFFERORS consider ways to preserve existing logos, and other identifying markings. Pictures and measurements for each bus type are included as **Exhibit 2**.

### **E. Operations and Maintenance Facility**

RTA vehicles are maintained at the RTA maintenance facility located at 8800 Corridor Road in Annapolis Junction, Maryland, 20701. This facility is well lighted, security fenced and has adequate space to allow for covered installation of advertising materials.

## **II. A. General Information**

Proposals are requested by Transit Management of Central Maryland, referred to as "TMCM" dba Regional Transportation Agency of Central Maryland (RTA) herein, for "turnkey" interior and exterior Bus Advertising Service for its transit bus system. For purposes of this RFP, independent Offerors interested in submitting proposals are referred to as "Offeror or Contractor".

The selected Offeror will be responsible for meeting all requirements as specified in this RFP, including, but not limited to, advertising policy compliance, installation and maintenance of advertising, recordkeeping, insurance coverage and compliance with local, state, and federal laws and other legal requirements.

All proposals shall be for the interior and exterior bus advertising services for the RTA transit system, as specified and in all respects, so that the proposal contemplates and ensures a complete turnkey system such that nothing remains to be purchased, provided, or supplied by RTA other than as noted within the provisions of this RFP.

**B. Tentative Schedule**

<u>Date:</u>	<u>Event</u>
04/28/21	RTA issues RFP
05/05/21	Deadline for submitting written questions to RTA
05/19/21	Proposals due no later than 3:00 pm
05/25/21	Review and ranking of proposals
06/01/21	Interviews (if necessary)
06/07/21	Best and final offers, if required
06/28/21	Contractor selection and contract award
07/05/21	<b>Notice to Proceed</b>

These tentative dates, including the service start date, are subject to change at the sole discretion of RTA. **Late proposals will not be considered.** Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt. Proposals received after the date and time specified will not be considered and will be returned unopened.

**C. Proposal Submittal Requirements**

Proposals must be received at the location stated in the "NOTICE OF REQUEST FOR PROPOSALS", and time stamped by the TMCM no later than May 19, 2021 at 3:00 p.m. and delivered to

**Attn: Shawn O'Meara**  
**8510 Corridor Drive**  
**Suite 110**  
**Savage MD 20763**  
**Phone Number 301-957-3605**

Each Offeror must submit five (5) original signed proposals and a PDF copy of the complete proposal in sealed envelope(s) marked "RTA Bus Advertising RFP" and the name of the Offeror.

Proposals must be submitted on the PROPOSAL FORM provided and must include all required attachments. All prices and notations must be typewritten. Instructions or information requested may result in rejection of the proposal. If the proposal consists of a "prime" Contractor and one or more sub-contractors, the Offeror shall identify the sub-Offerors in the areas of their responsibility; but RTA will enter into an agreement only with the prime Contractor who shall be responsible for all services required by this RFP. By submitting a proposal, the Offeror certifies that his or her name (as well as the name of any proposed sub-Contractor) does not appear on the Comptroller General's List of Ineligible Offerors for federally assisted projects. No proposal shall be withdrawn after the date and time set for opening thereof, and all proposals shall remain in effect for ninety (90) days after the final proposal submission date.

**D. Questions and Comments**

Questions and comments may be submitted in writing:

- E-mail to: Shawn O’Meara [at SOmeara@transitrta.com](mailto:SOmeara@transitrta.com)

Written questions and comments must be submitted by 5:00 p.m. on May 5, 2021. A written response to all questions received will be sent via email as an addendum to the RFP.

#### **D. RFP Addenda**

Any changes to the RFP requirements will be made by written addenda and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated into the agreement document and shall prevail over inconsistent provisions of earlier issued documents. All addenda shall be signed and attached to the PROPOSAL FORM. Failure to attach any addenda shall cause the proposal to be considered non-responsive. Such proposals will be rejected.

#### **E. Offeror’s Representations**

In submitting a proposal, the Offeror affirms that he or she is familiar with all requirements of the RFP and has sufficiently informed himself or herself in all matters affecting the performance of the work or the furnishing of the labor, supplies, materials, equipment or facilities called for in this RFP; that he or she has checked the proposal for errors and omissions; that the prices stated are correct and as intended by the Offeror and are a complete statement of his or her prices for performing the work or furnishing the labor, supplies, materials, equipment or facilities required. The Offeror waives any claim for the return of his or her bidder’s security, if on account of errors or omissions claimed to have been made by him or her in the proposal, or for any other reason, the Offeror should refuse or fail to execute a contract with RTA. The above provisions shall apply equally to any proposal modifications submitted by Offeror in a “best and final” offer.

#### **F. Pre-Contractual Expenses**

Pre-contractual expenses are defined as expenses incurred by Offeror in: (1) preparing the proposal in response to this RFP; (2) submitting the proposal to RTA; (3) negotiating with RTA any matter related to this RFP; (4) any other expenses incurred by the OFFEROR prior to the date of award, if any, of the proposed AGREEMENT. RTA shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror. Offeror shall not include any such expenses as a part of the price proposed in response to this RFP.

#### **G. Protests**

Any bidder who alleges it has been or will be improperly denied the award of bid may protest the decision or potential decision of RTA after the receipt and opening of proposals. Any protest shall be in writing and filed in duplicate with the Grants Compliance Manager in an envelope marked “PROTEST”. The protest shall set forth the identity of the protester, the identity of the procurement activity, the basis for the protest, including supporting exhibits and documents, which substantiate the protester's allegations. All protests shall be delivered no later than seven (7) days after the protester knew or should have known the facts and circumstances upon which the protest is based. Based upon the information contained in the protest, the Grants Compliance Manager may schedule a hearing or issue decision based upon the record. If s hearing is granted, it shall be scheduled promptly, and a written decision shall be issued as expeditiously as possible. Protests based upon alleged improprieties in any type of solicitation which are apparent before bid opening or the closing date for receipt of proposals

shall be delivered before bid opening or closing date for receipt of proposals. Protests not delivered within the time periods specified above shall be untimely.

#### **H. Proposal Acceptance**

The RTA reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this solicitation and to waive minor irregularities. Further, RTA reserves the right to make a whole award, a partial award, or no award at all.

#### **I. Tax Certification and Good Standing**

The successful Offeror must be current and in compliance with applicable tax filings and licensing requirements of Howard County Government; and, if a Corporation conducting business in Howard County or the State of Maryland, must be registered and in "Good Standing" with the Maryland State Department of Assessment and Taxation. The successful Offeror shall truthfully execute Form A, Tax Certification Affidavit (see Appendix A) and submit this form, together with a copy of its Certification of Good Standing, as applicable, within seven calendar days of RTA's Notice of Intent to Award.

#### **J. Taxpayer Identification Number and Certification**

The successful Offeror shall, within seven calendar days of Notice of Intent to Award, submit to RTA a completed Internal Revenue Service (IRS) Form SS-4, Request for Taxpayer Identification Number and Certification. Contract award will not be made without timely submission of the completed IRS Form SS-4. The Form SS-4 and instructions are available to Offerors by accessing the IRS website at [www.irs.gov](http://www.irs.gov). or calling 1-800-829-4933.

All payees engaged in trade or business with RTA are required to have on file with Howard County a current and correct Federal Form SS-4. This applies to individuals, sole proprietors, partnerships, corporations, and other legal entities such as nonprofits and governmental units who may otherwise be exempt from filing a tax return. A foreign entity must obtain and submit the appropriate IRS Form SS-4.

#### **K. CONFIDENTIALITY/PROPRIETARY INFORMATION**

Offerors must specifically identify those portions of their proposals, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the County in accordance with the Maryland Freedom of Information Act, 10-601, et. seq., State Government Article of Maryland Annotated Code, County Charter Section 203, and County Administrative Procedure 133. Offerors must clearly indicate each and every page that is deemed to be confidential/proprietary or a trade secret (it **IS NOT** sufficient to preface your proposal with a proprietary statement).

#### **L. Verbal Agreement or Conversation**

No prior, current, or post award verbal conversations or agreements with any officer, agent, or employee of RTA shall affect or modify any terms or obligations of this RFP or any contract resulting from this procurement.

**M. Force Majeure, Reduction of Goods and Services**

Neither party shall be liable for any loss or damage whatsoever arising out of any delay in the performance of its obligations pursuant to this Agreement to the extent such as delay or failure results from events beyond the control of that party. Including but not limited to acts or regulations of any Governmental Authority, war, accident, flood, strikes, industrial disputes or shortages of fuel or other forces or events entirely beyond their control.

**III. GENERAL PROVISIONS****A. Conflict of Interest**

The Offeror covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this proposal. The Offeror further covenants that in the performance of this proposal, no person having such interest shall be employed.

**B. Anti-Lobbying**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Offerors who apply or bid for an award of \$100,000 or more shall file the certification 19 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.

**C. Audit; Retention of Records**

Offeror shall allow the authorized representatives of RTA, the U.S. Department of Transportation, the Comptroller General of the United States, and the Maryland State Controller's Office to inspect and audit all data and records of the Offeror relating to performance under this proposal. Such audit shall be allowed upon reasonable notice of any aforementioned agency. Further, Offeror shall maintain all required records for three years after final payment under this proposal and until all other pending matters are closed.

**D. Federal Changes**

Offeror 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 Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Offeror's failure to so comply shall constitute a material breach of this contract.

**E. No Obligation by the Federal Government to Third Parties**

(1) The RTA and Offeror 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 RTA, Offeror, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) The Offeror 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 sub-Offeror who will be subject to its provisions.

**F. Program Fraud and False or Fraudulent Statements or Related Acts**

(1) The Offeror 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 Offeror 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 Offeror 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 Offeror to the extent the Federal Government deems appropriate.

(2) The Offeror 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 OFFEROR, to the extent the Federal Government deems appropriate. (3) The Offeror 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 sub-Offeror who will be subject to the provisions.

**G. Suspension and Debarment**

The Offeror is required to verify that none of the Offeror, 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. Offeror 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 proposal, the Offeror certifies as follows: The certification in this clause is a material representation of fact relied upon by RTA. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to remedies available to RTA, available remedies, including but not limited to suspension and/or debarment. The bidder or Offeror agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the period of any contract that may arise from an award. The Offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**H. Federal Privacy Act Requirements**

The following requirements apply to the Offeror and its employees that administer any system of records on behalf of the Federal Government under any contract: (1) The Offeror agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Offeror agrees to obtain the express consent of the Federal Government before the Offeror or its employees operate a system of records on behalf of the Federal Government. The Offeror understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. (2) The Offeror also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA

**I. Energy Conservation**

The Offeror 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.

**J. Compliance with Environmental Standards**

Offeror shall comply with the provisions of the Clean Air Act, as amended (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), and implementing regulations, and all state laws and local ordinances with respect to transit operations and operation of the facilities involved in the proposal for which Federal assistance is given. Offeror shall report violations to the RTA, the Federal Transit Administration, and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement.

**K. Civil Rights**

The Offeror, for itself, its assignees and successors in interest (hereinafter referred to as the "Offeror") agrees as follows: (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 Offeror 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 Offeror 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 Offeror 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, 24 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 Offeror 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 Offeror 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 Offeror agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Offeror 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 Offeror 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 Offeror agrees to comply with any implementing requirements FTA may issue. (3) The Offeror 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.

#### **L. Disadvantaged Business Enterprises (DBE)**

RTA has established an overall Disadvantaged Business Enterprise (DBE) Program goal. RTA is required to report to the Federal Transit Administration (FTA) on DBE participation for all FTA-assisted contracts each year so that attainment efforts may be evaluated. In order to ascertain whether the Agency's overall DBE goal is being achieved, the Agency is tracking DBE participation on all federally assisted contracts. This project is subject to Title 49, Part 26 of the Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." **In order to ensure RTA achieves its federally mandated statewide overall DBE goal, RTA requires five (5) percent DBE participation in this contract**, as defined in 49 CFR 26, in the performance of contracts financed in whole or in part with federal funds. The Offeror shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. The Offeror or sub-Offeror shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Offeror shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. Department of Transportation assisted contracts. Any subcontract entered into as a result of this proposal shall contain all the provisions of this section.

#### **M. Compliance with Laws, Rules, Regulations**

All services performed by Offeror pursuant to this proposal shall be performed in accordance and full compliance with all applicable federal, state, or local statutes, and any rules or regulations promulgated there under, including but not limited to, those relative to Civil Rights, Equal Employment Opportunity, Disadvantaged Business Enterprise, and Labor Protection. Offeror is subject to the provisions of Section 13(c) of the Urban Mass Transportation Act of 1964, as amended, and specifically to any labor protection provisions incorporated into contract for Federal Transit Act, Section 18 federal assistance between RTA and the California Department of Transportation. These provisions require that the project "be carried out in such a manner and upon such terms and conditions as will

not adversely affect employees in the mass transportation industry within the service area of the project". Offeror shall pay all taxes required to be paid by it by any applicable federal, state, or local statute. Further, Offeror shall secure, on its own behalf, or on behalf of RTA if requested, any and all licenses, permits, certificates and inspections required by law. Offeror shall assure that all of its employees operating RTA vehicles possess a valid, current Class B Maryland Driver License with appropriate endorsements.

**N. Incorporation of Federal Transit Administration (FTA) Terms**

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 FTA Circular 4220.1E 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 proposal. The Offeror shall not perform any act, fail to perform any act, or refuse to comply with any RTA requests which would cause RTA to be in violation of the FTA terms and conditions.

#### **IV. Scope of Services**

- A.** Contractor shall have exclusive rights to manage the sale and service for exterior and interior advertising space on all revenue service vehicles owned and/or operated by RTA. Contractor shall pay all expenses incurred in implementing the sale of advertising including, but not limited to, the costs of design, production, delivering installation, replacement, and removal. Removal of advertising material shall include restoring the vehicle to its original condition. Contractor shall not be responsible for existing paint damage due to the present condition of the transit vehicles.
- B.** All advertising shall be subject to the review and approval by RTA. RTA approval shall not be unreasonably withheld, except as provided in paragraph 2(d). All advertising material is subject to approval by RTA prior to installation on RTA vehicles. Rough sketches, with proposed copy, should be provided for this purpose. It should be agreed by all parties that the rights and privileges granted, and the obligations imposed, shall also apply to any new method, type or technique of advertising not contemplated here, but which may be created or developed in the future for advertising use in RTA buses. If an advertising display opportunity of a unique nature, or as not contemplated here, arises, the details of such opportunity shall be presented, in writing, to the General Manager of RTA for approval.
- C.** RTA has 64 fixed route and demand response vehicles available for advertising. A list of those vehicles is provided in Exhibit A.
- D.** All advertisements shall comply with industry-based standards, codes, and guidelines, including, but not limited to, the American Code of Advertising Standards. The Contractor will adhere to standard billboard advertising principles, recognizing that most of the time either the bus or the audience will be in motion. Messages should be more visual with as few words as possible. If there

is a question of propriety of an advertisement, in that it may be considered objectionable or controversial, the Contractor is required to submit the advertisement to RTA for review and approval prior to installation. Subjects that are considered controversial or objectional include, but are not limited to:

- Alcohol, tobacco, cannabis or vaping products
- False, misleading, or deceptive statements
- Advertising that is sexually explicit or obscene
- Advertising that can be construed to be harmful to minors
- Advertising the use of firearms
- Advertising that depicts violence, shows illegal activity, or anti-social behavior
- Advertising containing partisan political content that supports or opposes any political party or candidate is prohibited
- Advertising that promotes or supports any religion, religious practice or belief is prohibited
- Use of profanity
- Advertisements intended to influence members of the public regarding an issue or which there are varying opinions are prohibited
- Advertisements for businesses and services must include contact information

- E.** RTA reserves the right to use any unsold exterior bus advertising space for its exclusive use for any advertising or promotion or purpose it deems to be in the interests of RTA. Production of any advertising materials for this purpose is the responsibility of RTA. In the event that Offeror has orders for space utilized by RTA, Offeror may show evidence of the order and RTA shall at its sole discretion authorize removal of RTA materials within 30 days, or Offeror may after 30 days include the value of the space based on approved rates in its monthly calculation of gross advertising revenue as described herein below.
- F.** The Offeror is not allowed to engage in unpaid self-promotion without prior written approval from RTA.
- G.** Space availability for advertising on RTA vehicles may change during the period of an Agreement for reasons including, but not limited to, the acquisition of new vehicles, the retiring of old vehicles, the use of new bus designs or configurations which do not allow for, or which modify, the exterior advertising capability.
- H.** The sole discretion for assignment of buses shall remain with RTA. Any reference in this document to any particular number or count of buses (e.g., the available fleet size) shall not be construed to carry any guarantee, expressed or implied, that any certain count of vehicles or fleet size shall be available to the Offeror for advertising displays at any given time. Up to twenty five percent (25%) of the available fleet may not be in service during peak service hours. The General Manager or his/her Designee shall be the sole judge of such matters of safety, convenience, appearance, the number of buses in operation, and the location of advertising materials on RTA Transit vehicles.

- I. Under no circumstances should advertisements be route specific and the Offeror shall not represent to potential advertisers that advertising can be route specific. Geographic preferences are strictly forbidden under FTA Circular 4220.1F.

## J. Contractor Responsibilities

- 1 The Contractor shall employ its best efforts to develop and make sales of advertising space and shall operate with a full commitment of the work force and other resources described in its Proposal.
- 2 The Contractor shall review each advertisement submitted for display on RTA vehicles to determine whether or not the advertisement conforms with RTA Advertising Policy as referenced in Section IV.D, herein above. In the event that the Contractor determines that an advertisement does not conform to RTA Policy, the Contractor shall consult with the General Manager or his/her Designee. If the General Manager or his/her Designee concurs with the Contractor, then the Contractor may consult with the advertiser on potential revisions. If the Contractor and advertiser do not reach agreement on potential revisions, the advertiser shall be offered the opportunity to submit a written appeal to the General Manager or his/her Designee. The General Manager or his/her Designee will review the appeal and promptly provide a written notice of determination to the Contractor and advertiser. The General Manager or his/her Designee determination shall be final.
- 3 Prior to the initial installation of vinyl advertisements, the General Manager or his/her Designee, will approve the exact location for placement of an advertisement, on non-permanent adhesive vinyl material, on each type of bus in the RTA fleet. These locations will become the standard locations for placement of ads on buses within each sub fleet through the term of the agreement.
- 4 No advertisement will be allowed to interfere with any safety devices, lights, signals, required plates or decals, or distinctive logos on RTA vehicles without written consent of the General Manager or his/her Designee. This includes, but is not limited to, reflective materials, side directional lights, side reflectors and other features. In addition, advertising materials cannot interfere with the normal utilization of fuel or other access doors, vents, glazing, and other equipment installed in the various vehicles that may require regular preventive maintenance. Vinyl shall not be placed over any body moldings. Vinyl applied over body panel seams shall be sliced and tucked into those seams. Advertisements that are smaller than the allocated area shall be centered in the allocated area unless the General Manager or his/her Designee or his designee approves alternative placement. Advertising shall not be placed within one inch (1") of the RTA name or logo.
- 5 All exterior advertising installed on the exterior of RTA vehicles under this Agreement shall be of the non-permanent adhesive vinyl type, "direct application." The Contractor shall assure that all exterior advertisements are manufactured, installed, and removed in accordance with current industry standards. Each advertisement shall be applied so as to: (1) be free from wrinkles, blisters, or similar defects; (2) be "squared" to the vehicle contour lines; and (3) present a sharp and clear appearance. In no case shall the dimensions of any exterior advertising material exceed those dimensions defined in Exhibit 2.

- 6** Once a vinyl is applied to the side of a vehicle, a vinyl advertisement in good repair of the same size must always be displayed in the same location. No "layering" of vinyl advertisements is permitted. The previous vinyl must be removed before application of a new vinyl.
- 7** The Contractor shall be solely responsible to keep and maintain all of the advertising material placed on RTA buses in good condition and for replacing any advertising material that has been stolen, damaged, or defaced. Contractor will bear the full cost of any and all maintenance and repair of the materials. The Contractor shall remove immediately, no later than 48 hours from written notice given by RTA, any graffiti on the vinyls that is not removed during RTA's regular washing of the vehicles. Contractor shall promptly make other repairs as necessary to correct damage or defacement.
- 8** Contractor shall remove all dated advertising materials within five (5) calendar days from its expiration date. "Dated Advertising Materials" refers to advertising materials that are relevant to a specific time period or event that has been completed. In the event the Contractor fails to maintain advertising materials in good condition, free of damage and defacement, RTA may elect to repair, alter, or remove the vinyl and to charge the Contractor for all labor and material costs for all such work. The Contractor agrees to pay RTA the cost of performing such work provided that the General Manager or his/her Designee gives the Contractor at least five (5) days written notice of the intent to repair, alter or remove the vinyl advertisement prior to undertaking such activity. All advertising materials removed from the vehicles shall be taken with the Contractor and properly disposed of.
- 9** Upon removal of vinyl advertisement, Contractor will be responsible for the cost of restoring the exterior surface of the bus covered by the vinyl advertisements to the condition of the surrounding exterior surface of the bus. The adhesive used to apply the vinyl type advertisement shall not cause damage to RTA vehicles, their paint schemes or exterior surface. The Contractor will be notified of any such damage and RTA will not proceed with repair for 72 hours after notification to the Contractor to enable the Contractor time to inspect the damage if so desired. The Contractor shall be required to reimburse RTA for the full dollar cost to repair any damage to RTA vehicles and/or property resulting from application or removal of the vinyl advertisement or any other activities of the Contractor. RTA will be the sole judge in determining the extent of repair needed to restore the damaged area(s) to their original condition. Upon expiration of the Agreement, Contractor will be responsible for restoring all surfaces and paint schemes of transit agency buses to their original condition at Contractor's sole expense.
- 10** Offeror shall collect record and report to the RTA on a quarterly basis all accounting data in accordance with generally accepted accounting principals. All worksheets and detailed information used to prepare these reports shall be available upon request. Each quarterly accounting report shall be provided to RTA within one month after the close of the applicable quarter. On a monthly basis, due the 15<sup>th</sup> of the following month, the Contractor is responsible for providing the following reports:

  - a. Revenue Report. In a format pre-approved by RTA, the Offeror shall detail by vehicle number and type:

- i. Revenues collected
    - b. Operational Report. In a format pre-approved by RTA, the Offeror shall detail by vehicle number and type:
      - i. Type of advertisement
      - ii. Length of time advertisement will be displayed
    - c. Advertising Schedule. In a format pre-approved by RTA, the Offeror shall detail by vehicle number and type:
      - i. Schedule of confirmed advertisement placements secured for the upcoming month
    - d. DBE Reports - The Contractor will be required to submit a schedule of actual payments to Disadvantaged Business Enterprise (DBE) vendors on a monthly basis.
    - e. Miscellaneous Reports: RTA reserves the right to request specific reports regarding advertisements, vendors, employees, etc. Sufficient notice will be given with due dates. Reporting format will require pre-approval.
- 11** Contractor shall provide to RTA as part of the RFP a written Quality Control Program for maintaining, repairing, and/or replacing advertising materials that are damaged, defaced, or outdated. Program should include specific procedures and timelines.

## **K. Payment**

Contractor shall be responsible for collecting all revenues derived from the sale of advertising space and shall pay to RTA a minimum guaranteed payment of Five Thousand Dollars (\$5,000.00) per month and sixty percent (60%) of any gross revenues derived above and beyond the guaranteed monthly amount. Payments shall be paid to RTA on a monthly basis not later than twenty-five (25) days after the last day of the prior month. Such payments shall be accompanied by statements in a form satisfactory to RTA indicating the calculations upon which such payments are made.

All payments to RTA shall be made upon receipt by Contractor of revenues from advertisers. Contracts with advertisers shall provide for prompt payment of invoices and for prompt termination in the event of default.

All advertising contracts shall clearly state the rates, prices, terms and conditions of contracts and copies of such contracts shall be provided to RTA.

Subject to the termination provisions set forth in the General Requirements of the Request for Proposal document, the term of the Agreement shall be for three (3) years with two (2) one-year options commencing on July 5, 2021 and terminating on July 4, 2024.

## **L. RTA Responsibilities**

1. RTA shall provide full information regarding its requirements for the Services and shall cooperate with Contractor to the best of its abilities and shall not unduly impede Contractor in the performance of its responsibilities hereunder. If RTA observes or otherwise becomes aware

of any fault or defect in the Services or nonconformance with Agreement Documents, it shall give prompt written notice thereof to Contractor

2. RTA shall provide Contractor with a current inventory of transit vehicles that are available for the sale of advertising space throughout the term of the Agreement. RTA shall promptly notify Contractor of any additions or deletions to the inventory list
3. RTA will agree that no advertising displayed properly on the interior of transit vehicles will be removed or obscured by the RTA without prior knowledge of the contractor, or as provided by the contract.
4. This Agreement may be terminated by RTA for the convenience of RTA by written notice to Contractor specifying the termination date of the Agreement. In the event of expiration of this Agreement or termination for a reason not the fault of Contractor, RTA shall pay to Contractor the compensation properly due for work properly performed for Services prior to the effective date of the termination. Upon expiration or termination, Contractor shall assign and transfer to RTA, and RTA agrees to accept, all contracts for advertising on RTA transit vehicles obtained by Contractor and in effect at the time of termination, which shall become the property of RTA.
5. In the event Contractor through any cause fails to perform any of the terms, covenants, or provisions of this Agreement on its part to be performed, or if Contractor violates any of the terms, covenants, or provisions of this Agreement, RTA shall have the right to terminate this Agreement giving a thirty (30) day written notice of the termination and date of such termination to Contractor. RTA shall have the sole discretion to permit the Contractor to remedy the cause of the contemplated termination without waiving RTA's right to terminate the Agreement. RTA may take over work to be done under this Agreement and prosecute the work to completion.

6. **Successors and Assigns**

RTA and Contractor each binds itself, its partners, successors, assigns and legal representatives to the Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest, including but not limited to the proceeds thereof, in an executed Agreement, without the prior written consent of RTA.

7. **Insurance**

Contractor covenants to maintain all applicable insurance in the amounts set forth herein. Contractor further agrees to provide evidence of such insurance prior to award. The Certificates of Insurance shall be on an occurrences basis and shall provide that RTA shall be given at least thirty (30) days prior written notice of the cancellation of intention not to renew, or material change in the coverage. Contractor must provide Certificates of Insurance to RTA before commencing any work pursuant to this proposal. All insurance must name Transit Management of Central Maryland as an additional insured, not just a certificate holder. Provision of any insurance required herein does not relieve Contractor of any of the responsibilities or obligations assumed by Contractor hereunder, or for which Contractor may be liable by law or otherwise.

a. Workers' Compensation Insurance: Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation

Insurance and must submit an insurance certificate as proof of coverage prior to contract approval.

b. Comprehensive General Liability Insurance: The Contractor shall provide general liability insurance in the following amounts and shall submit an insurance certificate as proof of coverage prior to contract approval:

- Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$2,000,000.00 aggregate, where insurance aggregates apply;
- Property damage liability insurance with limits of \$250,000.00 for each occurrence and \$500,000.00 aggregate, where aggregates apply.

c. Automobile Liability Insurance. Motor vehicle insurance meeting the requirements of Maryland law and covering every vehicle and driver involved in providing the services, in the following amounts: Bodily injury liability with limits of \$500,000 each person and \$1,000,000 each accident; Property damage liability with a limit of \$100,000 each accident.

#### 8. **Indemnification**

Contractor shall be responsible for and indemnify, defend and hold RTA harmless against any and all claims for loss, personal injury and/or damage that may be suffered as a result of Contractor's errors, omissions, breaches and negligence, or willful misconduct in Contractor's performance of the Services for which Contractor herein contracts or for any failure by Contractor to perform the obligations of this Agreement, including but not limited to attorney's fees and any costs incurred by RTA in defending any such claim, except that, in no case shall Contractor be liable for claims, expenses, loss or damage caused by the sole negligence of RTA, its agents or employees.

## **V. Proposal Content**

Proposals must be typed and must address each item below. Proposals must be in sufficient detail to permit evaluation and demonstrate ability to meet the requirements of this RFP. Proposals that do not include all the required information and fully completed proposal forms may be rejected as non-responsive. Offerors must submit their proposals in accordance with the following:

### 1. **Cover Letter**

The cover letter should summarize the major points contained in the proposal and should be signed by a representative of the firm with the authority to negotiate and bind the firm. The Offeror must acknowledge that their proposed revenue and other terms of the Proposal shall be firm for at least ninety (90) days from the due date for the Proposals. Indicate whether there are any conflicts of interest that would limit your firm's ability to provide the requested services. See Section III (a).

### 2. **Firm Profile**

Each Offeror should provide the firm's name, business address, and telephone number, as well as a brief description of the firm's size (nationally and locally), date of establishment, type of organization, and local organizational structure. Include a discussion of the firms' advertising capabilities and resources. Computer systems and software, in-house or outsourced printing, staff size, local and national expertise is all relevant.

### 3. **Background, Experience and Financial Stability**

a. Each Offeror shall provide a brochure or similar summary statement outlining the organization's history and experience, including experience within the last three years, in

providing transit and/or outdoor advertising services similar to those requested in this RFP. Offerors should identify any changes in ownership and/or major organizational changes that have occurred in the last five years.

b. Each Offeror is to provide information and location of its firm's active sales facility(ies) located within the RTA service area, from which the Offeror will be conducting, maintaining, and supporting bus advertisement sales on behalf of RTA.

c. Each Offeror shall provide financial income statements and balance sheets for the past two years as well as any information regarding pending financial issues, including any pending litigation or administrative actions against the organization that may impact its financial capacity.

d. A minimum of three (3) references receiving services from Offeror similar to those requested in this RFP, including name, address, telephone number and contact person.

4. **Key Personnel and Staffing**

The Offeror is to identify the Project Manager and all key personnel who will manage and operate the services including resumes, relevant experience and at least two references for each. Identified individuals must be available for interview by RTA staff, if desired.

5. **Scope of Services**

Each Offeror must submit a detailed Work Plan describing how it intends to provide the services and meet the requirements described in Scope of Services and including:

1. A concise description of the Offeror's marketing plan, including but not limited to, staffing levels, marketing and servicing the ads, etc., based on RTA's available interior and exterior space, and aimed at securing business from national as well as local and regional advertisers;
2. A Quality Control Program describing how the Contractor intends to meet the requirements outlined in the Scope of Services, Section IV.2.
3. Compensation Structure

Contractor must submit a compensation proposal specifying a percentage of gross advertising revenue generated and a minimum monthly guarantee. (Appendix D)

**Required Forms and Certification.**

Proposals must be accompanied by the following documents, which are included in this RFP. Proposals that are not accompanied by these completed documents may be rejected as non-responsive.

1. Proposal Form
2. Proposal Checklist
3. Contractor/Subcontractor Forms
4. Certifications

**VI. Evaluation and Selection Process**

Proposals for the management, operation, and maintenance of the interior and exterior advertising services on RTA public transit system will be evaluated by RTA to determine whether or not they meet the following required minimum qualifications. **ANY PROPOSAL WHICH FAILS ON ANY OF THESE ITEMS MAY BE CONSIDERED NON-RESPONSIVE AND MAY BE REJECTED.**

**1. Experience and Capacity to Perform Contract Requirements**

In order to be considered a responsive Offeror, the Offeror must have all of the following:

1. The firm or general partner of the firm must demonstrate extensive, recent experience (at least five years) in providing public transit advertising services, or in a closely related advertising business. The Offeror should demonstrate experience and familiarity with marketing and advertising concepts, advertising sales, client relations, production of advertising signs and graphic materials, application of advertising materials to vehicles, preparation of reports of financial and other matters pertaining to the proposed advertising services, and such other work as may be necessary to comply with the requirements contained in the contract specifications.
2. A statement of qualifications demonstrating the foregoing and listing the Offeror's experience in the advertising field, together with the names, addresses and telephone numbers of other clients, including all other public transit system clients in Maryland shall be furnished with the proposal.
3. The Offeror should submit a description of the firm's organizational structure, history, legal status (i.e., sole proprietor, partnership, corporation, etc.), list of owners and officers, capabilities and experience, and management philosophy.
4. The Offeror must have and identify a proposed manager who has performed well in similar jobs (include resume) and has at least three (3) years recent experience in managing advertising services. The Offeror shall describe how the proposed manager will have a local presence.
5. The Offeror must prove to RTA'S satisfaction that the Offeror possesses and will commit sufficient organizational/manpower resources dedicated to RTA to effectively provide RTA advertising services. The Offeror shall describe the personnel to be employed, the number of hours to be committed to the RTA project, and the qualifications of the key staff to be involved with the project, including a summary of similar work performed.
6. The Offeror must describe where the sales force, office personnel, and work force to install, maintain, and remove advertising displays will be located. The Offeror must describe how the sales, office, and work force will have a local presence, as well the level of commitment these forces will have to the RTA project as opposed to other projects or activities.
7. The Offeror must have a satisfactory record of performance, including positive references from other recent clients.
8. If subcontractors are to be used, the prospective contractor must submit a description of each person or firm and the work to be done by each subcontractor.
9. The insurance of this RFP will be considered a minimum requirement and must be complied with in every respect.
10. The Offeror should demonstrate adequate financial capacity. Ideally, the Offeror would submit audited financial reports for each of the past three years. All financial information submitted will be held in confidence if requested (please see item II-K).

## **2. Business Plan**

Each Offeror shall submit a business plan setting forth the proposed advertising locations to be used on each vehicle sub fleet, any phased approach to utilizing these locations, the sequence of activities and events required to establish the transit advertising program, and sales objectives for the year.

## **3. Criteria to Determine Proposals**

Responsive proposals will be evaluated in accordance with the following four evaluation and selection criteria, listed in general order of relative importance.

1. Price/Cost

In evaluating the price/cost for the Offeror’s services, the evaluation panel will consider the viability of the proposed business plan to generate advertising revenue and the percentage of the net advertising revenue to be paid for Contractor services. Determination will be based on which compensation structure is the most financially beneficial to RTA.

2. Qualifications of the Individual Firm

Professional ability of the firm to carry out the proposed project, including the capabilities of personnel, knowledge of the project requirements, financial capacity, and knowledge of applicable laws and potential legal issues. Must also demonstrate prior experience in providing transit advertising or similar services.

3. Completeness of Response

All sections of the RFP are responded to and responses are thorough with supplemental documentation provided as appropriate.

4. Disadvantaged Business Enterprise (DBE)

The Offeror must identify all DBE proposed as subcontractors for this procurement, describe the portion of the work to be performed by each and the percentage of the work it represents. All completed, signed DBE Participation Agreements must be included. Additionally, the value and amount of each DBE utilized shall be itemized separately, totaled both in real dollar terms and as a percentage of the total Contract. Should the Offeror take exceptions to any provision or requirement of this RFP, it must be indicated in this section.

5. Proposed Quality Control Program

Program should include policies, procedures, schedules.

**4. Final Selection**

Following the initial review and screening of all proposals, one or more firms may be invited to participate in the final selection process, which may include the submission of additional information, as requested by RTA, participation in an oral interview, negotiations, or submission of a best and final offer (BAFO). However, RTA reserves the right to award a contract without conducting oral interviews, negotiations or requesting BAFO’s.

Following the final selection process, the evaluation/selection committee will recommend one Offeror based on the results of final scoring for contract approval to the General Manager. Upon award of contract, if any, RTA will prepare a contract for execution by the successful Offeror that incorporates this RFP, any addenda and the contractor’s proposal as accepted by RTA.

**5. Selection Criteria**

For the compensation option selected by RTA, the evaluation/selection committee will evaluate the proposals submitted according to the following criteria:

**Background, Experience and Financial Stability of Firm;**

Experience.....	15%
Completeness of Response.....	15%
Detailed Work Plan.....	25%
Proposed Revenues.....	45%
Total.....	100%

Experience (Maximum 15 points) - The extent to which the firm's proposal demonstrates successful current and past experience in performing similar work, including the level of achieved client satisfaction.

Completeness of Response (Maximum 15 points) - The extent to which the firm's proposal is complete and demonstrates a thorough understanding of the solicitation/contract requirements. This includes elements such as its personnel program (hiring/ firing/ retention), handling of complaints, operations plan, and maintenance program.

Detailed Work Plan (Maximum 25 points) - The extent to which the firm's proposal demonstrates that it has the financial resources, skilled personnel, equipment, software, and facilities to perform the scope of work. This includes elements such as its financial capability, any leasing or financing agreements, personnel (key personnel, dispatchers, drivers, etc.), fleet size and description, and record-keeping ability.

Proposed Revenues (Maximum 45 Points) - The competitiveness of the offered revenues.

**RATINGS FOR EACH TECHNICAL EVALUATION FACTOR** - Each evaluator will rate each evaluation factor for each Offeror. This is done by first determining the rating which the evaluator will assign for the factor being rated. Second, by multiplying the numerical percentage value assigned to that value by the weight (points) assigned to that evaluation factor to arrive at the individual factor's computed numerical value. The sum total of all such computed values (sum value of all factors) will equal 60 points or less (proposed revenue is scored separately at a maximum value of 40 points).

#### **RATING DESCRIPTIONS**

Excellent – Outstanding level of quality; the proposal indicates an exceptional approach and understanding of the requirement; significantly exceeds the minimum requirements in all respects; has a high probability of success (low risk of unsuccessful performance); no significant weaknesses. **Value is 100 percent of total point score available for the evaluation factor.**

Good – Substantial response; proposal meets requirements and indicates a thorough approach and understanding of the requirements; good probability of success (low risk of unsuccessful performance); strengths outweigh weaknesses. **Value is 80 percent of total point score available for the evaluation factor.**

Acceptable – The proposal meets requirements and indicates an adequate approach and understanding of the requirements; strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate. **Value is 50 percent of total point score available for the evaluation factor.**

Marginal – The proposal lacks essential information and does not demonstrate an adequate approach or understanding of the requirements. Proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high. **Value is 20 percent of the total point score available for the evaluation factor.**

Unacceptable – The proposal fails to meet minimum requirements; there is little likelihood of success; needs major revision to be made acceptable. **Value is zero percent of the total point score available for the evaluation factor.**

**FORM OF PROPOSAL**

Name under which business is conducted \_\_\_\_\_

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

Zip \_\_\_\_\_ Telephone \_\_\_\_\_

IF SOLE OWNER, Execute here I sign as sole owner of the business named above:

\_\_\_\_\_

IF PARTNERSHIP, Execute here The undersigned certify that we are partners in the business named above and that we sign this contract proposal with full authority to do so: (one or more partners may sign)

\_\_\_\_\_

IF CORPORATION, Execute here The undersigned certify that they sign this contract proposal with full and proper authorization to do so.\*

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

By Title \_\_\_\_\_

By Title \_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_

\* If the CONTRACTOR is a Corporation, two officers of the corporations consisting of one from each of the following categories must sign the agreement: 1) the President, Vice President or Board Chair and 2) the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer. If only one officer signs or an individual not specified above, the CONTRACTOR will submit satisfactory evidence that the individual is authorized to sign for and bind the corporation

IF JOINT VENTURE, Execute here The undersigned certify that they sign this contract proposal with full and proper authorization to do so:

Joint Venture Name Composed of \_\_\_\_\_

By Title \_\_\_\_\_

By Title \_\_\_\_\_

Proposal packages shall be placed in a sealed envelope marked Attention: Shawn O'Meara, Request for Proposal 2021-01, Bus Advertising Services, 8510 Corridor Lane, Suite 110, Savage Maryland prior to 3:00 p.m.

**BID/PROPOSAL AFFIDAVIT**  
**CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

**Part I: I HEREBY AFFIRM THAT:**

1. The business named below 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 addresses 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 Employment Security Administration, as applicable, and will have paid all withholding taxes due to the State of Maryland prior to final settlement.

**Part II: I FURTHER CERTIFY THAT:**

1. I have complied with the applicable tax filing and licensing requirements of Howard County, Maryland.
2. The filing information is true and correct concerning tax compliance for the past \_\_\_\_\_ years. Personal Property \_\_\_\_\_ Current \_\_\_\_\_ Not Current \_\_\_\_\_  
Howard County reserves the right to verify the above information with the appropriate Government Authorities.

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)

\_\_\_\_\_  
(Printed or Typed Name)

**LOBBYING RESTRICTIONS**

**31 U.S.C. § 1352**

**2 C.F.R. § 200.450**

**2 C.F.R. part 200**

**49 C.F.R. part 20**

**Applicability to Contracts**

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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 agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**Flow Down** The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

**Model Clause/Language**

49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in FTA funded third party contracts as follows:

**Lobbying Restrictions**

The undersigned 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 influencing or attempting to influence 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.
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 subrecipients 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 section 1352, title 31, U.S. Code. 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.

**Signature of Contractor's Authorized Official** -----

**Name and Title of Contractor's Authorized Official** \_\_\_\_\_

**Date** \_\_\_\_\_

**APPENDIX D**  
**Page 1 of 1**

**COST PROPOSAL FORM**

This Cost Proposal Form is to be used to submit the Offeror's fixed percentage payment to be retained from Gross Advertising Revenue. The projected advertising revenue must be based on the Offeror's proposed business plan.

<b>Budget</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Option Year 1</b>	<b>Option Year 2</b>
Projected Revenue & Retention	\$	\$	\$	\$	\$
Projected Gross Advertising Revenue	\$	\$	\$	\$	\$
Proposed Contractor Payment Retention	%	%	%	%	%
Gross Projected Income to RTA	\$	\$	\$	\$	\$

1. Projected Gross Advertising Revenue based on the business plan of Offeror's proposal.
2. Deductions are those deductions detailed in the Business Plan from the Gross Advertising Revenue to arrive at Net Advertising Revenue.
3. Proposed Contractor Payment Retention is the firm fixed percentage of Gross Advertising Revenue that Offeror proposes as full payment for all services to be provided. It is to be entered as a percentage, and then calculated as a dollar amount based on the percentage retained from Gross Advertising Revenue.

**PROPOSAL FORM CHECKLIST**

Attached to this proposal form are the following items:

1. Any and all Addenda which may have been issued by RTA in connection with this RFP.
2. Statement of Qualifications
3. References
4. Organization Description
5. Description of Accounting and Reporting System
6. Description of Insurance (including statement of loss experience and pending claims)
7. Financial Statements or other evidence of financial capacity.
8. Business Plan for Interior and Exterior Bus Advertising Program
9. Proposal Form
10. Cost Proposal Form
11. Quality Control Program
12. Certifications
13. Time Schedule for Start-Up

Offeror: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_



**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 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 MBE FORM B**  
**STATE-FUNDED CONTRACTS**  
**PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE**  
**PAGE 1 OF 3**

**PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT PART 2 WITH THE BID/PROPOSAL AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL SHALL BE DEEMED NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.**

**PLEASE READ BEFORE COMPLETING THIS FORM**

1. Please refer to the Maryland Department of Transportation (MDOT) MBE Directory at [www.mdot.state.md.us](http://www.mdot.state.md.us) to determine if a firm is certified for the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit [www.naics.com](http://www.naics.com). Only those specific products and/or services for which a prime or subcontractor is a certified MBE in the MDOT Directory can be used for purposes of achieving the MBE participation goals.
2. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm (whether a prime or subcontractor) must be certified for that specific NAICS Code ("MBE" for State-funded projects designation after NAICS Code). **WARNING:** If the firm's NAICS Code is in **graduated status**, such services/products **will not be counted** for purposes of achieving the MBE participation goals. Graduated status is clearly identified in the MDOT Directory (such graduated codes are designated with the word graduated after the appropriate NAICS Code).
3. Examining the NAICS Code is the **first step** in determining whether an MBE firm is certified and eligible to receive MBE participation credit for the specific products/services to be supplied or performed under the contract. The **second step** is to determine whether a firm's Products/Services Description in the MBE Directory includes the products to be supplied and/or services to be performed that are being used to achieve the MBE participation goals. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via email at [mbe@mdot.state.md.us](mailto:mbe@mdot.state.md.us).
4. Complete the Part 2 – MBE Participation Schedule for all certified MBE firms (including primes and subcontractors) being used to achieve the MBE participation goal and subgoals, if any.
5. **MBE Prime Self-Performance.** When a certified MBE firm participates as a prime (independently or as part of a joint venture) on a contract, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. In order to receive credit for self-performance, an MBE prime must be (a) a certified MBE (see 1-3 above) and (b) listed in the Part 2 – MBE Participation Schedule with its certification number, the certification classification under which it will self-perform, and the percentage of the contract that can be counted as MBE self-performance. For the remaining portion of the overall goal and any subgoals, the MBE prime must also list, in the Part 2 – MBE Participation Schedule, other certified MBE firms used to meet those goals or, after making good faith efforts to obtain the participation of additional MBE firms, request a waiver. Note: A dually-certified MBE firm can use its own forces toward fulfilling **ONLY ONE** of the MBE subgoals for which it can be counted.
6. The Contractor's subcontractors are considered second-tier subcontractors. Third-tier contracting used to meet an MBE goal is to be considered the exception and not the rule. The following two conditions must be met before MDOT, its Modal Administrations and the Maryland Transportation Authority may approve a third-tier contracting agreement: (a) the bidder/offeror must request in writing approval of each third-tier contract arrangement, and (b) the request must contain specifics as to why a third-tier contracting arrangement should be approved. These documents must be submitted with the bid/proposal in Part 2 of this MBE Participation Schedule.
7. For each MBE firm that is being used as a supplier/wholesaler/regular dealer/broker/manufacture, please follow these instructions for calculating the **amount of the subcontract for purposes of achieving the MBE participation goals:**
  - A. Is the firm certified as a broker of the products/supplies? If the answer is YES, please continue to Item C. If the answer is NO, please continue to Item B.
  - B. Is the firm certified as a supplier, wholesaler, regular dealer, or manufacturer of such products/supplies? If the answer is YES, continue to Item D. If the answer is NO, continue to Item C **only** if the MBE firm is certified to perform trucking/hauling services under NAICS Codes 484110, 484121, 484122, 484210, 484220 and 484230. If the answer is NO and the firm is not certified under these NAICS Codes, then **no** MBE participation credit will be given for the supply of these products.

**MDOT MBE FORM B**  
**STATE-FUNDED CONTRACTS**  
**PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE**  
**PAGE 2 OF 3**

- C. For purposes of achieving the MBE participation goal, you may count only the amount of any reasonable fee that the MBE firm will receive for the provision of such products/supplies - not the total subcontract amount or the value (or a percentage thereof) of such products and/or supplies. For Column 3 of the MBE Participation Schedule, please divide the amount of any reasonable fee that the MBE firm will receive for the provision of such products/services by the total Contract value and insert the percentage in Line 3.1.
- D. Is the firm certified as a manufacturer (refer to the firm's NAICS Code and specific description of products/services) of the products/supplies to be provided? If the answer is NO, please continue to Item E. If the answer is YES, for purposes of achieving the MBE participation goal, you may count the total amount of the subcontract. For Column 3 of the MBE Participation Schedule, please divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.
- E. Is the firm certified as a supplier, wholesaler and/or regular dealer? If the answer is YES and the MBE firm is furnishing and installing the materials and is certified to perform these services, please divide the total subcontract amount (including full value of supplies) by the total Contract value and insert the percentage in Line 3.1. If the answer is YES and the MBE 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 MBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). To apply the 60% Rule, first divide the amount of the subcontract for these supplies/products only (not installation) by the total Contract value. Then, multiply the result by sixty percent (60%) and insert the percentage in Line 3.2.
8. For each MBE firm that **is not** being used as a supplier/wholesaler/regular dealer/broker/manufacturer, to calculate the **amount of the subcontract for purposes of achieving the MBE participation goals**, divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.

**Example:** \$ 2,500 (Total Subcontract Amount) ÷ \$10,000 (Total Contract Value) x 100 = 25%

9. **WARNING:** The percentage of MBE participation, computed using the percentage amounts determined per Column 3 for all of the MBE firms listed in Part 2, MUST at least equal the MBE participation goal **and** subgoals (if applicable) as set forth in MDOT MBE Form A – State-Funded Contracts for this solicitation. If a bidder/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), then the bidder/offeror must request a waiver in Form A or the bid will be deemed not responsive, or the proposal not susceptible of being selected for award. You may wish to use the attached Goal/Subgoal Worksheet to assist you in calculating the percentages and confirming that you have met the applicable MBE participation goal and subgoals (if any).

**MDOT MBE FORM B  
STATE-FUNDED CONTRACTS  
PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE  
PAGE 3 OF 3**

**GOAL/SUBGOAL PARTICIPATION WORKSHEET**

1. Complete the Part 2 – MBE Participation Schedule for each MBE being used to meet the MBE goal and any subgoals.
2. After completion of the Part 2 – MBE Participation Schedule, you may use the Goal/Subgoal Worksheet to calculate the total MBE participation commitment for the overall goal and any subgoals.
3. **MBE Overall Goal Participation Boxes:** Calculate the total percentage of MBE participation for each MBE classification by adding the percentages determined per Column 3 of the Part 2 – MBE Participation Schedule. Add the percentages determined in Lines 3.1 and 3.2 for the MBE subcontractor (subs) total. Add the overall participation percentages determined in Line 3.3 for the MBE prime total.
4. **MBE Subgoal Participation Boxes:** Calculate the total percentage of MBE participation for each MBE classification by adding the percentages determined per Column 3 of the Part 2 – MBE Participation Schedule. Add the percentages determined in Lines 3.1 and 3.2 for the MBE subcontractor (subs) total. Add the subgoal participation percentages determined in Line 3.3 for the MBE prime total.
5. The percentage amount for the MBE overall participation in the Total MBE Firm Participation Box F1 should be equal to the sum of the percentage amounts in Boxes A through E of the MBE Overall Goal Participation Column of the Worksheet.
6. The percentage amount for the MBE subgoal participation in the Total MBE Firm Participation Box L should be equal to the sum of the percentage amounts in Boxes A through E of the MBE Subgoal Participation Column of the Worksheet.

<b>GOAL/SUBGOAL WORKSHEET</b>		
<b>MBE Classification</b>	<b>MBE Overall Goal Participation</b>	<b>MBE Subgoal Participation</b>
<b>(A)</b> Total African American Firm Participation (Add percentages determined for African American-Owned Firms per Column 3 of MBE Participation Schedule)	_____ %subs _____ %prime	_____ %subs _____ %prime
<b>(B)</b> Total Hispanic American Firm Participation (Add percentages determined for Hispanic American-Owned Firms per Column 3 of MBE Participation Schedule)	_____ %subs _____ %prime	_____ %subs _____ %prime
<b>(C)</b> Total Asian American Firm Participation (Add percentages listed for Asian American-Owned Firms per Column 3 of MBE Participation Schedule)	_____ %subs _____ %prime	_____ %subs _____ %prime
<b>(D)</b> Total Women-Owned Firm Participation (Add percentages determined for Women-Owned Firms per Column 3 of MBE Participation Schedule)	_____ %subs _____ %prime	_____ %subs _____ %prime
<b>(E)</b> Total for all other MBE Firms (Add percentages for firms listed as Other MBE Classification per Column 3 of the MBE Participation Schedule)	_____ %subs _____ %prime	_____ %subs _____ %prime
<b>Total MBE Firm Participation</b> (Add total percentages determined for all MBE Firms in each column of the Worksheet)	<b>(F1)</b> _____ %	<b>(F2)</b> _____ %

**MDOT MBE FORM B  
STATE-FUNDED CONTRACTS  
PART 2 – MBE PARTICIPATION SCHEDULE  
PAGE \_\_\_ OF \_\_\_**

**PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT PART 2 WITH THE BID/PROPOSAL AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL SHALL BE DEEMED NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.**

Prime Contractor	Project Description	Solicitation Number

LIST INFORMATION FOR EACH CERTIFIED MBE PRIME OR MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. NOTE INSTRUCTIONS IN EACH COLUMN.

COLUMN 1	COLUMN 2	COLUMN 3 Unless the bidder/offeror requested a waiver in MDOT MBE Form A – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal and subgoals (if applicable) set forth in Form A.
<b>NAME OF MBE PRIME OR MBE SUBCONTRACTOR AND TIER</b>	<b>CERTIFICATION NO. AND MBE CLASSIFICATION</b>	<b>FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to Sections 5 through 8 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule. For items of work where the MBE firm is the prime, complete Line 3.3.</b>
<b>MBE Name:</b>  <input type="checkbox"/> Check here if MBE firm is a subcontractor and complete in accordance with Sections 6, 7, & 8 of Part 1 - Instructions. If this box is checked, complete 3.1 or 3.2 in Column C, whichever is appropriate.  <input type="checkbox"/> Check here if MBE firm is the prime contractor, including a participant in a joint venture, and self-performance is being counted pursuant to Section 5 of Part 1 - Instructions. If this box is checked, complete 3.3 in Column C.  <input type="checkbox"/> Check here if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 6 of Part 1 - Instructions	<b>Certification Number:</b>  <b>(If dually certified, check only one box.)</b> <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	<b>3.1. TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS).</b>  _____% (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)  <b>3.2. TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 7(E) IN PART 1 - INSTRUCTIONS).</b>  _____% Total percentage of Supplies/Products x _____ 60% (60% Rule)  _____% (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)  <b>3.3. TOTAL PERCENTAGE TO BE PAID TO MBE PRIME FOR WORK THAT CAN BE COUNTED AS MBE SELF-PERFORMANCE (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE).</b>  (a) _____% Total percentage for self-performed items of work in which MBE is certified) (b) _____% (Insert 50% of MBE overall goal) (c) _____% (Insert subgoal for classification checked in Column 2, if applicable)  Percentages for purposes of calculating achievement of MBE Participation goals: ➤ For MBE Overall goal – Use lesser of (a) or (b) ➤ For MBE Subgoal – Use lesser of (a) or (c) ➤ If MBE Prime is supplier, wholesaler and/or regular dealer, apply the 60% rule.

Check here if Continuation Sheets are attached.

**MDOT MBE FORM B  
STATE-FUNDED CONTRACTS  
PART 2 – MBE PARTICIPATION SCHEDULE  
CONTINUATION SHEET  
PAGE \_\_\_ OF \_\_\_**

Prime Contractor	Project Description	Solicitation Number

LIST INFORMATION FOR EACH CERTIFIED MBE PRIME OR MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. NOTE INSTRUCTIONS IN EACH COLUMN.

COLUMN 1	COLUMN 2	COLUMN 3 Unless the bidder/offeror requested a waiver in MDOT MBE Form A – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal <u>and</u> subgoals (if applicable) set forth in Form A.
<b>NAME OF MBE PRIME OR MBE SUBCONTRACTOR AND TIER</b>	<b>CERTIFICATION NO. AND MBE CLASSIFICATION</b>	<b>FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to Sections 5 through 8 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule. For items of work where the MBE firm is the prime, complete Line 3.3.</b>
<b>MBE Name:</b>  <input type="checkbox"/> Check here if MBE firm is a subcontractor and complete in accordance with Sections 6, 7, & 8 of Part 1 - Instructions. If this box is checked, complete 3.1 or 3.2 in Column C, whichever is appropriate.  <input type="checkbox"/> Check here if MBE firm is the prime contractor, including a participant in a joint venture, and self-performance is being counted pursuant to Section 5 of Part 1 - Instructions. If this box is checked, complete 3.3 in Column C.  <input type="checkbox"/> Check here if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 6 of Part 1 - Instructions	<b>Certification Number:</b>  (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	<p><b>3.1. TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS).</b></p> <p>_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</p> <p><b>3.2 TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 7(E) IN PART 1 - INSTRUCTIONS).</b></p> <p>_____ % Total percentage of Supplies/Products</p> <p>x _____ 60% (60% Rule)</p> <p>_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</p> <p><b>3.3. TOTAL PERCENTAGE TO BE PAID TO MBE PRIME FOR WORK THAT CAN BE COUNTED AS MBE SELF-PERFORMANCE (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE)..</b></p> <p>(a) _____ % Total percentage for self-performed items of work in which MBE is certified)</p> <p>(b) _____ % (Insert 50% of MBE overall goal)</p> <p>(c) _____ % (Insert subgoal for classification checked in Column 2, if applicable)</p> <p>Percentages for purposes of calculating achievement of MBE Participation goals:</p> <ul style="list-style-type: none"> <li>➤ For MBE Overall goal – Use lesser of (a) or (b)</li> <li>➤ For MBE Subgoal – Use lesser of (a) or (c)</li> <li>➤ If MBE Prime is supplier, wholesaler and/or regular dealer, apply the 60% rule.</li> </ul>

Check here if Continuation Sheets are attached.

**MDOT MBE FORM B  
STATE-FUNDED CONTRACTS  
PART 3 – CERTIFICATION FOR MBE PARTICIPATION SCHEDULE**

**PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL  
AS DIRECTED IN THE INVITATION TO BID/ REQUEST FOR PROPOSALS.**

I hereby affirm that I have reviewed the Products and Services Description (specific product that a firm is certified to provide or areas of work that a firm is certified to perform) set forth in the MDOT MBE Directory for each of the MBE firms listed in Part 2 of this MBE Form B for purposes of achieving the MBE participation goals and subgoals that were identified in the MBE Form A that I submitted with this solicitation, and that the MBE firms listed are only performing those products/services/areas of work for which they are certified. I also hereby affirm that I have read and understand the form instructions set forth in Part 1 of this MBE Form B.

The undersigned Prime Contractor hereby certifies and agrees that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the certified minority business enterprise in the performance of the contract; or
- (4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

I solemnly affirm under the penalties of perjury that the contents of Parts 2 and 3 of MDOT MBE Form B are 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

**APPENDIX H**  
**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

### DBE SUBCONTRACTOR PROJECT PARTICIPATION AFFIDAVIT

**IF THE BIDDER/OFFEROR 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 OR THAT THE PROPOSAL IS NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD. SUBMIT ONE FORM FOR EACH CERTIFIED DBE FIRM LISTED IN THE DBE PARTICIPATION SCHEDULE. BIDDERS/ OFFERORS ARE HIGHLY ENCOURAGED TO SUBMIT FORM D PRIOR TO THE TEN (10) DAY DEADLINE.**

Provided that \_\_\_\_\_ (Prime Contractor's Name) is awarded the Contract in conjunction with Solicitation No. \_\_\_\_\_, such Prime Contractor will enter into a subcontract 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) which will receive at least \$\_\_\_\_\_ or \_\_\_\_\_% (Total Subcontract Amount/ Percentage) 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.

<b>PRIME CONTRACTOR</b>	<b>SUBCONTRACTOR (SECOND-TIER)</b>	<b>SUBCONTRACTOR (THIRD-TIER)</b>
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: _____
Federal Identification Number: _____	Federal Identification Number: _____	Federal Identification Number: _____
Address: _____ _____	Address: _____ _____	Address: _____ _____
Telephone: _____	Telephone: _____	Telephone: _____
Date: _____	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.**

**EXHIBIT 1**  
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**FLEET INVENTORY**

FLEET NUMBER	MODEL YEAR	VEHICLE MAKE	VEHICLE TYPE	VIN	SERVICE TYPE
1701	2016	BYD	TRANSIT BUS	4B9KALA68G2038011	FR
1702	2016	BYD	TRANSIT BUS	4B9KALA6XG2038012	FR
1703	2016	BYD	TRANSIT BUS	4B9KALA61G2038013	FR
1704	2017	ENC (EL DORADO)	TRANSIT BUS	1N9MNAC60JC084037	FR
1705	2017	ENC (EL DORADO)	TRANSIT BUS	1N9MNAC62JC084038	FR
1706	2017	ENC (EL DORADO)	TRANSIT BUS	1N9MNAC64JC084039	FR
1707	2017	ENC (EL DORADO)	TRANSIT BUS	1N9MNAC60JC084040	FR
1708	2017	ENC (EL DORADO)	TRANSIT BUS	1N9MNAC62JC084041	FR
1709	2017	ENC (EL DORADO)	TRANSIT BUS	1N9MNAC64JC084042	FR
1710	2017	ENC (EL DORADO)	TRANSIT BUS	1N9MNAC66JC084043	FR
1801	2018	ENC (EL DORADO)	TRANSIT BUS	1N9MNAC66JC084205	FR
1802	2018	ENC (EL DORADO)	TRANSIT BUS	1N9MNAC68JC084206	FR
1803	2018	ENC (EL DORADO)	TRANSIT BUS	1M9MNAC6XJC084207	FR
1804	2018	ENC (EL DORADO)	TRANSIT BUS	1N9MNAC61JC084208	FR
1805	2018	ENC (EL DORADO)	TRANSIT BUS	1N9MNAC63JC084209	FR
1806	2018	ENC (EL DORADO)	TRANSIT BUS	1N9MNAC6XJC084210	FR
1901	2019	ENC (EL DORADO)	TRANSIT BUS	1N9MNAD68KC084383	FR
1902	2019	ENC (EL DORADO)	TRANSIT BUS	1N9MNAD6XKC084384	FR
9520	2008	GILLIG HYBRID	TRANSIT BUS	15GGB301481078749	FR
9521	2008	GILLIG HYBRID	TRANSIT BUS	15GGB301081078750	FR
9525	2009	GILLIG HYBRID	TRANSIT BUS	15GGB3019A1177590	FR
9534	2011	GILLIG HYBRID	TRANSIT BUS	15GGB3017B1178500	FR
9535	2011	GILLIG HYBRID	TRANSIT BUS	15GGB3019B1178501	FR
9536	2011	GILLIG HYBRID	TRANSIT BUS	15GGB3010B1178502	FR
9540	2013	INTERNATIONAL/ELDORADO	TRUCK BUS	5WEASAAM1DH477269	FR
9541	2013	INTERNATIONAL/ELDORADO	TRUCK BUS	5WEASAAM8DH477270	FR
9542	2013	INTERNATIONAL/ELDORADO	TRUCK BUS	5WEASAAMXDH477268	FR
9543	2014	INTERNATIONAL/ELDORADO	TRUCK BUS	5WEASAAM4FH512485	FR
9544	2002	GILLIG	TRANSIT BUS	15GGE181321090592	FR
9545	2002	GILLIG	TRANSIT BUS	15GGE181921090595	FR
9547	2002	GILLIG	TRANSIT BUS	15GGE181421090598	FR
9548	2002	GILLIG	TRANSIT BUS	15GGE181721090594	FR
9549	2002	GILLIG	TRANSIT BUS	15GGE181321090591	FR
9550	2002	GILLIG	TRANSIT BUS	15GGB271721073035	FR
200	2014	Ford Phoenix	CUT-A-WAY	1FDFF4FS8EDA05566	PT
201	2014	Ford Phoenix	CUT-A-WAY	1FDFF4FSXEDA05567	PT
202	2014	Ford Phoenix	CUT-A-WAY	1FDFF4FS1EDA05568	PT
203	2014	Ford Phoenix	CUT-A-WAY	1FDFF4FS3EDA05569	PT
204	2014	Ford Phoenix	CUT-A-WAY	1FDFF4FSXEDA05570	PT
205	2015	Ford Phoenix	CUT-A-WAY	1FDFF4FS1FDA08424	PT
206	2015	Ford Phoenix	CUT-A-WAY	1FDFF4FS3FDA08425	PT
207	2015	Ford Phoenix	CUT-A-WAY	1FDFF4FS7FDA27673	PT
208	2015	Ford Phoenix	CUT-A-WAY	1FDFF4FS9FDA27674	PT
209	2015	Ford Phoenix	CUT-A-WAY	1FDFF4FS2FDA27676	PT
210	2015	Ford Phoenix	CUT-A-WAY	1FDFF4FS0FDA27675	PT
211	2015	Ford Phoenix	CUT-A-WAY	1FDFF4FS5FDA27672	PT

**EXHIBIT 1**  
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FLEET NUMBER	MODEL YEAR	VEHICLE MAKE	VEHICLE TYPE	VIN	SERVICE TYPE
212	2015	Ford Phoenix	CUT-A-WAY	1FDFE4FSXFDA08423	PT
213	2017	Ford Phoenix	CUT-A-WAY	1FDFE4FSXHDC51328	PT
214	2017	Ford Phoenix	CUT-A-WAY	1FDFE4FS1HDC51329	PT
215	2017	Ford Phoenix	CUT-A-WAY	1FDFE4FS8HDC51330	PT
216	2017	Ford Phoenix	CUT-A-WAY	1FDFE4FSXHDC51331	PT
217	2017	Ford Phoenix	CUT-A-WAY	1FDFE4FSXHDC52723	PT
218	2017	Ford Phoenix	CUT-A-WAY	1FDFE4FS5HDC55688	PT
219	2017	Ford Phoenix	CUT-A-WAY	1FDFE4FS7HDC55689	PT
220	2017	Ford Phoenix	CUT-A-WAY	1FDFE4FS3HDC55690	PT
225	2019	FORD	TRANSIT VAN	1FBZX2CM2JKB15870	PT
226	2019	FORD	TRANSIT VAN	1FBZX2CM3JKA75637	PT
227	2019	FORD	TRANSIT VAN	1FBZX2CM5JKA75638	PT
228	2019	FORD	TRANSIT VAN	1FBZX2CM7JKA73468	PT
229	2019	FORD	TRANSIT VAN	1FBZX2CM8JKA75634	PT

**EXHIBIT 2**  
**Page 1 of 2**

**FLEET TYPE AND DIMENSIONS**

QUANTITY	VEHICLE MAKE	VEHICLE MODEL	SERVICE TYPE	INTERIOR ADVERTISING	EXTERIOR ADVERTISING				
				HEIGHT	LENGTH	WIDTH	DRIVER SIDE	REAR	CURB SIDE
6	GILLIG HYBRID	TRANSIT BUS	FIXED-ROUTE	11"	35'	8.5'			
4	INTERNATIONAL	TRUCK BUS	FIXED-ROUTE	N/A	32'	8'			
6	GILLIG	TRANSIT BUS	FIXED-ROUTE	11"	30'	8.5'			
3	BYD	TRANSIT BUS	FIXED-ROUTE	11"	35'	8.5'			
15	ENC EL DORADO	TRANSIT BUS	FIXED-ROUTE	11"	32'	8.5'			

**EXHIBIT 2**

QUANTITY	VEHICLE MAKE	VEHICLE MODEL	SERVICE TYPE	INTERIOR ADVERTISING	EXTERIOR ADVERTISING				
				HEIGHT	LENGTH	WIDTH	DRIVER SIDE	REAR	CURB SIDE
21	Ford Phoenix	CUT-A-WAY	PARA-TRANSIT	N/A	26'	8'			
5	Ford Transit 350	VAN	PARA-TRANSIT	N/A	19'	N/A			

### EXHIBIT 3

List of Prime Contractor and Subcontractors/Suppliers  
 Project Title: Bus Advertising Services, Request for Proposal #2021 -01

Bidder's/Proposer's Name: \_\_\_\_\_ Contract Amount: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone/FAX: \_\_\_\_\_  
 Owner or Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
 Disadvantaged Business Enterprise (DBE)? \_\_\_\_\_ Age of Firm: \_\_\_\_\_ \*Annual Gross Receipts: \_\_\_\_\_

List the following information for all subcontractors/suppliers that provided a bid, quote, or proposal to the RFP.

Company Name/Address/Phone/FAX Owner's Name or Contact	DBE/ Non-	Age of	*Annual Gross Receipts	Description of Work/ Type of	Dollar Amount of	Bid/Quote Accepted (Y/N)
1						
2						
3						
4						
5						

\*Optional

The undersigned will enter into a formal agreement with the subcontractor(s) and/or supplier(s) whose bid/quote was accepted conditioned upon execution of a contract with County Connection. I certify that the information included on this form is complete and correct.

\_\_\_\_\_  
 (Signature of Owner or Authorized Representative and Title)      \_\_\_\_\_  
 (Date)