

Request for Qualifications (RFQ) # MCDOT- 010122

Montgomery County Bus, Bus Shelter, and Bikeshare Station Advertising Program and Transit Related Advertising Program

Montgomery County Maryland is requesting Submittals in response to this Request for Qualifications (RFQ) to identify entities that can provide new Bus, Bus Shelter, and Bikeshare Station Advertising Program and Transit Related Advertising Services for Montgomery County as outlined in this document and pursuant to a Licensing Agreement that must be approved by the Montgomery County Council.

Any company that responds to this Request for Qualification for this service or program is defined as an Offeror.

An Offeror must respond in a timely manner to this RFQ and receive a minimum combined score of 175 for Written Submission and Interview/Oral Presentation in order to be considered qualified to negotiate a Licensing Agreement. The Offeror chosen by MCDOT will negotiate a Licensing Agreement with MCDOT. This RFQ is a means for identifying the entity that MCDOT will negotiate with and creates no contractual or property rights.

An original and five (5) copies of your written submission response, plus an electronic copy on a thumb drive, must be submitted in a sealed envelope/package no later than **3 PM, March 7, 2022** to the Montgomery County Department of Transportation (MCDOT), Division of Transit Services, 101 Monroe Street, 5th Floor Rockville, Maryland, 20850. The sealed submission package must be clearly marked with the request number, due date, and due time. Interviews and product presentations, if conducted, are anticipated to be held **March 14, 2022**, location to be determined at a later date.

The County will not accept fax submittals or submittals sent via email. All faxed or emailed submittals will be disqualified from the process.

There will be an optional pre-submission conference held on February 14, 2022, from 1 P.M. to 3 P.M. The pre-submission conference will be held via conference call. Please RSVP to confirm attendance by February 10, 2022 via e-mail to MCDOTRO.CONTRACTS@montgomerycountymd.gov. The conference call line will be provided to those offerors that RSVP.

Should you have any questions regarding the technical information of the scope of services contained in this Request for Qualifications or, please contact Kevin Sanders at 240-777-5807 or email at MCDOTRO.CONTRACTS@montgomerycountymd.gov.

The deadline for all written questions is 3 PM on February 16, 2022 and should be sent directly via e-mail to MCDOTRO.CONTRACTS@montgomerycountymd.gov. The Using Department, for purposes of this RFQ, is the County's Department of Transportation (DOT), Division of Transit Services.

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SECTION A - SCOPE OF PROGRAM

1. Intent

1.1. Montgomery County Department of Transportation is requesting proposals from qualified firms to create and manage (1) a revenue-generating License for a Bus, Bus Shelter, & Bikeshare Station Advertising Services and for Transit Related Advertising Services. The intent of this request is to secure the services of one Offeror to be granted, through a license, the exclusive rights and privileges to provide the County advertising services on its buses, bus shelters, bikeshare stations and other transit-related platforms.

2. Background

2.1. Montgomery County, Maryland is seeking responses from competent out of home and other media organizations to develop and manage an advertising program on the County's Bus System, Bus Shelters, and Bikeshare stations, hereafter referred to as "Transit Advertising", as well as other Transit-Related Items. It is the intent for the County to enter into one license for these services.

2.2. Montgomery County Department of Transportation (MCDOT) provides bus transportation services throughout the County, which is adjacent to the nation's capital, Washington DC, one of the most important media markets in the world. MCDOT provides transit services to the public, including Ride On, Ride On extRa, the Flex, and the Flash. MCDOT operates fixed route services including feeder services to the stations of WMATA's Metrorail system and MARC (Maryland Commuter Rail) situated in Montgomery County. From a current total of 377 buses, there are approximately 354 buses on which advertising can be sold. The 16 Flash buses may be added later. No advertising will be done on the seven (7) Flex buses. We operate a maximum of 308 buses during our peak service periods.

2.3. The County also maintains 507 bus shelters of which 407 have advertising space. The County has a total of approximately 5,400 bus stops within the 500 square miles of its domain. In addition, the County participates in the Capitol Area Region Bikeshare program with **91** active bikeshare stations, of which **54** are available for advertising sales. This does not include Montgomery County bikeshare bicycles.

2.4. Riders of Montgomery County bus services portray the strong ethnic diversity of the Metropolitan Washington Region as well as Maryland's strong economic rank. Households in Montgomery County, MD have a median annual income of \$108,188, which is more than the median annual income of \$61,937 across the entire United States.

2.5. It is important for the Offeror selected to provide advertising services as a result of this request, to understand the desire of the County to develop a high quality transit advertising program that maintains the strong image that MCDOT and its related services have attained.

2.6. In addition to advertising on and in our Transit Services assets, the County has installed approximately sixty (60) LCD monitors in its bus shelters and transit centers. The County is interested in authorizing an Offeror to sell advertising on these monitors also.

2.7. Montgomery County currently has approximately 80 bus routes currently and is also interested in receiving proposals to sell advertising on the individual route timetables as well as our system map. The County would also request Offerors to include an "electronic advertising" option for both the bus exteriors, bus shelters, and bus on-board monitors (onboard 32 buses).

- 2.8. The County will receive a percentage of the advertising revenues. Maximizing revenue is the primary goal of this RFQ. The ability of the Offeror to achieve that goal utilizing entrepreneurial and systematic strategies and tactics is principal.
- 2.9. The successful Offeror(s) will be required to comply with all MCDOT advertising requirements, which are included in this document, under Section 3. Specifications and agree to the terms of a County license.
- 2.10. A proposal from a Offeror consisting of more than one business entity must clearly identify itself in the proposal as a joint venture. Each party to a joint venture must all provide financial data as the separate business entity it is, and each will complete all required proposal forms. Each party to a joint venture must bear, jointly and severally, the entire responsibility for contract performance and warranty. Further the joint venture must clearly describe the responsibilities of each firm and which firm will serve as the Project Principal.

3. Scope of Services

- 3.1. General Scope of Work for Transit Advertising Services (bus, bus shelter and Bikeshare Stations): Montgomery County is requesting Offerors to submit proposals for Transit Advertising Services (bus, bus shelter and Bikeshare Stations) for potential revenue generating income. Those transit related items for advertising purposes are:
- 3.1.1. Buses: Offeror to design, develop, sell, place and maintain various types of advertising signs (paper/vinyl/etc.) and displays in, on and upon buses owned, operated, leased to or maintained by Montgomery County at such exterior and interior locations on the buses, as well as additional locations which may be authorized, at the sole discretion of the County. A complete inventory of the rolling stock of Montgomery County's bus fleet anticipated to be operating March 2022 is included in Attachment C. The Offeror may propose to install and maintain up to six LCD monitors for each bus interior at their own cost, as approved by the County. Offerors may also install and maintain exterior electronic ads at their own expense as approved by the County.
- 3.1.2. Bus Shelters: Offeror to design, develop, sell, place and maintain various types of advertising signs (paper/vinyl/etc.) on approximately 407 bus shelters. Additional shelters may be added over the life of the contract.
- 3.1.3. There are approximately 5,400 bus stops and 507 existing bus shelters. Bus shelters located on Washington Metropolitan Area Association (WMATA) property are not included and the 507 County Shelters do not include shelters within the Cities of Gaithersburg, Rockville and Takoma Park. The primary proposal is for advertising on the 407 of 507 bus shelters. A complete inventory of Montgomery County's Ride On bus shelters is included in Attachment I.
- 3.1.4. Bikeshare Stations: Offeror to design, develop, sell, place, and maintain various types of advertising signs (paper/vinyl) on 54 bikeshare stations. Additional bikeshare stations may be added over the life of the contract. These numbers may change since budget issues could result in station being moved or eliminated. A complete inventory of Montgomery County's bikeshare stations is included in Attachment D.
- 3.2. General Scope of Work for Transit Related Advertising Services (non-bus): Montgomery County is also requesting Offerors to submit proposals for Transit-Related Advertising Services (non-bus) for potential revenue generating income. Those transit related items for advertising purposes are:
- LCD monitors in shelters
 - LCD monitors in transit centers
 - Timetables/maps, brochures, etc.
- 3.3. The Offeror must demonstrate the ability to market, price and sell all the offered services in a manner acceptable to Montgomery County. This RFQ requires a definitive sales and marketing plan.

3.4. Specifications

3.4.1. Advertising Guidelines

Any advertisements that are determined not to be in compliance with the County's Standards as described in section 14.4 Restrictions On Appearance And Character Of Advertising. Sections 12 through 16 will be removed by the Offeror at the direction of the County, at no cost to the County.

3.4.2. Sales Plan

- 3.4.2.1. The Offeror must submit a Sales Plan that will respond to the demographic profiles of the Montgomery County market as well as the special opportunities that this market presents being adjacent to the nation's capital, Washington, DC. The Sales Plan should detail efforts that the Offeror would make to win national, regional and local advertising buys.
- 3.4.2.2. The Sales Plan submitted by the Offeror should include information regarding how national sales will be handled. In particular, the Sales Plan will provide information on who will bear primary responsibility for national sales, this person's previous experience in sales and a resume for the individual who will have the primary responsibility for this sales activity. Should the Offeror decide to subcontract for this service, the credentials of that organization must be provided with the proposal.
- 3.4.2.3. The Sales Plan for other Transit-Related items should also discuss the potential for such sales strategies such as selling in coordination with the county's shelter advertising program, bikeshare station program, cross promotions or merchandising with advertisers and/or multi-medium sales.
- 3.4.2.4. The Offeror must present corroboration that a fully staffed local sales office will be maintained in Montgomery County to service MCDOT advertising brands. A Resident Sales Manager must be named in the proposal and that candidate's resume will be provided to the County for its review. Names and resumes of other individuals engaged in the sale of any space on or in the County's Transit Services and other facilities including other transit-related items will also be presented in the proposal. Should the Offeror anticipate contracting for local sales, the qualification of the proposed sales organization must be presented to MCDOT for its review with the proposal. At no time will the County allow for its advertising space to be subdivided or resold by any parties other than the Offeror and its designated sales agents.
- 3.4.2.5. Each Offeror should demonstrate in its proposal its understanding of the importance of regional and local sales activity to building a more robust MCDOT advertising brand. The Offeror must also demonstrate in its proposal its comprehension of the unique differences in the various Montgomery County Department of Transportation (MCDOT) sub-markets and take actions to ensure that sales will be maximized throughout the MCDOT service area. The use of creative sales strategies is encouraged but not at the expense of revenue, as the Offeror must exhibit a Sales Plan that provides the best strategies to maximize revenues.
- 3.4.2.6. The Offeror's Plan should also explain the types of marketing/sales materials that will be developed to support the sales activity and any advertising or other forms of marketing that will be used to influence media buyers to consider the MCDOT advertising brands an attractbusiness.

3.5. Establishing Sales Rates and Rate Card Review

- 3.5.1. The Offeror must explain how they would establish national, regional and local rates for the advertising space. The Offeror must offer any premium charges or discounts that would be offered to advertisers and its suggested policy for overposting.

3.5.2. The selected Offeror will be allowed to establish all rates and charges for the sale of all advertising space. All rates and posting charges on vehicles and other transit related items will be subject to the review and prior approval of the County.

3.5.3. The successful Offeror(s) must establish a rate card with rates for all advertising space to be sold on MCDOT buses, bus shelters, bikeshare stations, and other transit related items. This rate card will be published and provided to the County for review at least once each year during the term of the contract. MCDOT reserves the right to reject rate card rates as not being competitive and in the best interest of maximizing the value of the MCDOT advertising services.

3.5.4. The rates for production and advertising space will be separate. Offeror must not co-mingle the charges for production and space. Production costs are separate and apart from the agreement between MCDOT and the Offeror. The guarantee to be paid to MCDOT will be based solely on the value of the advertising space sold and not production costs.

3.5.5. Any change in proposed rates must be presented to MCDOT for review and approval 90 days prior to such a requested change.

4. Annual Audits

4.1. The County will conduct an annual review of the rates charged by the Offeror through the County's audit of the billing practices and procedures of the chosen Offeror. This review will determine if the rates being charged by the Offeror are competitive with the rates being charged for other media in the Montgomery County Department of Transportation markets and those rates being earned for comparable advertising space on other large regional transportation agencies in North America.

4.2. The County will execute unscheduled and unannounced physical and financial audits of all the advertising elements included in this request for quote. The audit(s) will be reconciled with the Offeror's sales for the same period. The basis of this audit will serve as an assessment of the Offeror's performance in compliance with the terms and conditions of the contract resulting from this request.

4.3. The financial audit will include a detailed review of the Offeror's sales and collect records for the purpose of determining that sales were executed at the established rate card rates, that the number of advertising spaces allocated to the advertiser were the amount sold and that the amounts collected were in accordance with the rates approved by MCDOT.

4.4. In order to assist MCDOT in its efforts to perform both a physical, as well as a financial audit, the Offeror(s) will provide a listing of all advertising sold and posted each month on or before the 15th day of the following month, in a format to be approved by MCDOT.

4.5. The results of both audits will be compared with the Offeror's billings and any deficiencies or irregularities must be corrected by the Offeror within ten working days of notification by MCDOT. The results of both audits will be considered public documents and may be made available to any party under the Maryland Public Information Act.

5. Contract and Billing Reports

5.1. The Offeror must provide MCDOT with a sample of a monthly contract and billing report as part of their proposal. This report should detail all contracts and billing collection activity during a monthly period. This report must include a copy of all fully executed advertising space sales contracts. The contracts must detail the amount of advertising purchase including the size and duration of the buy.

6. Agency Commissions

6.1. The County will allow the payment of commissions to recognized advertising agencies and media buying/placement organizations. The commission allowable on all advertising space sold on MCDOT rolling stock and other facilities including other transit related items must not exceed 15%.

6.2. Offerors are cautioned that internal sales (i.e., sales between operating divisions of the same parent

company) must recognize the commission only when the divisions operate as entirely separate companies.

7. Overposting and Removal of Dated Materials

- 7.1. The practice of overposting on any of the elements presented in the RFQ will be allowed up to a maximum of 15% of the space that has been sold to one advertiser. MCDOT will not allow any overposting for any one advertiser above the 15% rate without express written permission after the Offeror has presented justification for such overposting. Should MCDOT determine that the Offeror has over posted beyond the 15% allowed, the Offeror will be required to compensate MCDOT for the overposting at 100% of the rate charged for the space. The Offeror should explain its understanding of acceptance of this policy in its proposal or suggest another method to control revenue lost from overposting.
- 7.2. The Offeror should explain its procedure for removing dated materials at the end of a contract period. All dated materials must be removed within ten days of the end of a contract.

8. Use of Unsold Space

- 8.1. The County encourages the Offeror to use unsold space for the purpose of promoting Montgomery County Department of Transportation (MCDOT). The County will not grant the Offeror any other use of unsold space without compensation to the County or without the express written permission of the Contract Administrator. No advertising space shall be left empty for longer than 90 days. In order to satisfy this requirement, the County will provide the Offeror with County-sponsored advertising that shall be used to fill unsold spaces. Space for barter agreements will not be counted in Offeror revenue attainments.
- 8.2. The County shall maintain the right to place its own promotional materials in unsold space. The County also reserves the right to enter into cooperative promotions that will utilize unsold space to promote the use of MCDOT services.
- 8.3. The MCDOT Customer Relations Unit will coordinate with the Offeror to ensure that the use of any unsold space does not limit the Offeror's ability to sell future advertising. For this purpose, the Offeror must provide to MCDOT the Monthly Contract and Billing Reports.
- 8.4. MCDOT materials will be provided to the Offeror to fill unsold or vacant space. MCDOT will produce these materials and provide them to the Offeror for posting at no cost to MCDOT. Alternatively, if the Offeror designs these materials, then the County will pay reasonable design, production, and installation costs. As part of the Offeror proposal the cost of these services will be stated.

9. Service Interruptions and Changes in MCDOT Bus Fleet Size, and Other Transit-Related Items

- 9.1. Should MCDOT suffer an interruption of service of more than five (5) consecutive days on more than 50% of its bus service, or of its other transit related items covered under this RFQ, because of labor disputes, fire, mechanical failures, acts of God or public emergencies that cause loss of revenue for the Offeror, the minimum guarantee on all advertising elements will be reduced on a pro-rated basis for the period that services were not operated.
- 9.2. If MCDOT increases or decreases the size of its advertising inventory through a reduction or increase in Ride On bus fleet size or total number of other transit related items covered under this RFQ of more than 20%, from the date of contract execution, the Offeror and MCDOT will renegotiate the compensation terms of the agreement and an amendment to the contract executed by all parties will show the agreement of any renegotiations due to this increase or reduction in compensation.

10. Labor and Cost of Service

- 10.1. The Offeror must provide all staff necessary to perform all work associated with the design, development, sales, installation, and maintenance of all advertising elements as stated in the Scope of Services of this RFQ. It will be necessary for the selected Offeror to compensate MCDOT for the services it provides to allow for the development, installation or maintenance of advertising structures on or in MCDOT's Ride On Transit Services assets and as it pertains to other transit related items as determined by the County if these activities result in the need to provide additional safety precautions

such as flag men or if the work that is required to be performed is covered under an existing MCDOT labor agreement. In these situations, MCDOT will bill the Offeror for its direct cost of labor and materials.

11. Right of Entry and Egress

11.1. Montgomery County will grant to the successful Offeror, subject to County law, the right of duly authorized and properly trained and identified representatives of the Offeror to enter into and on the property of MCDOT and its service Offerors, with proper identification, for the purpose of inspecting, installing and maintaining advertising space necessary to carry out the requirements of the contract resulting from this Request For Proposals.

11.2. MCDOT will provide MCDOT Offeror Identification cards to those representatives of the Offeror that require access to the rolling stock and facilities of MCDOT including other transit related items. The MCDOT Offeror Identification card is issued for identification purposes only and is not valid for transportation on MCDOT service. The Offeror's employees wishing to utilize MCDOT service in the course of their work must utilize appropriate fare media.

12. Required Advertising Materials

12.1. All materials to be used in the placement of advertising on or in MCDOT rolling stock and other transit related items should be of the highest industry standards, such as laminated and water resistance materials. Design of specific advertising elements should accommodate MCDOT's graphics standards and allow for the placement of user information such as route, map, and schedule information in a standard, uniform position to be designated by MCDOT.

12.2. MCDOT intends to maximize the use of direct application materials on its buses. The vinyl that will be allowed for use must be 3M products or equivalent. The wrap material approved is 3M Controltac 160 or 180, Flexcon or equivalent. Where equivalents are to be used, these must first be approved, in writing, by the Department of Transportation.

12.3. MCDOT intends to maximize the use of industry standard advertising materials on its bus shelters. Where equivalents are to be used, these must first be approved, in writing, by the Manager of Passenger Facilities:

Wayne Miller
Program Manager, Passenger Facilities Unit
Division of Transit Services
Montgomery County Department of Transportation
Office: 240-777-5836

12.3.1. Materials for other transit related items must be approved by the Contract Administrator.

13. Public Service Advertising

13.1. The only public service advertising permitted will be that of Montgomery County, Maryland or Federal or State public service advertisement that the County approves. County government notices that inform the public of a County program or service must comprise at least 10% of all bus exterior advertising space and at least 50% of all bus interior advertising space. The County will be responsible for the design, production, and delivery of all materials to the Offeror at its option. Offeror will arrange for pick-up of the materials from the County.

13.2. MCDOT self-promotion materials will be provided to the Offeror to fill unsold or vacant space. MCDOT will produce these materials and provide them to the Offeror for posting at no cost to MCDOT. Alternatively, if the Offeror designs these materials, then the County will pay reasonable design, production, and installation costs, as a deduction from the County's revenue share subject to its procurement laws. As part of the Offeror proposal, the cost of these services will be stated.

- 13.3. The Offeror(s) will install the materials within fifteen (15) days after delivery and will remove the materials upon the County's request. The Offeror(s) may, in its discretion, vary the number of Advertising spaces made available for County notices at any particular time during a Contract Year, but the Offeror must nonetheless make available to the County:
- (a) not less than ten (10) percent of all Transit Services Advertising spaces, on each asset type, during each Contract Year, and
 - (b) A minimum of 50% of bus interior space must always be available.
 - (c) If space is available in other transit related items, then County public service advertisements may be posted during each Contract Year, in an amount not to exceed 20% in any rolling twelve-month average.

14. General

- 14.1. MCDOT grants the successful Offeror exclusive rights to design, develop, sell, install and maintain various types of static and non-static advertising, signs, displays and materials in, on and upon the buses, bus shelters, and bikeshare stations owned, operated, leased to and maintained by MCDOT and its service Offeror and other Transit related items. Traditional locations such as king, queen and rear spaces are available on most buses as is traditional spaces inside buses. Other spaces and wraps will be authorized at the sole discretion of MCDOT.
- 14.2. The change out of advertising displays is the sole responsibility of the Offeror. Further, the Offeror must agree to assume all costs attributable to damage resulting from the activities of the Offeror, especially damage to paint resulting from the misapplication of pressure sensitive direct application materials.
- 14.3. When damage is identified by MCDOT, the Offeror will be notified that damage attributable to the Offeror has been identified and that corrective action must be taken. The cost of repair of any damage will be borne solely by the Offeror. Repairs to the MCDOT bus fleet, bus shelters, bike share stations, and other transit-related items will be made by MCDOT or its designee and the cost of these repairs will be billed to the Offeror by MCDOT. Direct payment is to be received by MCDOT within 30 days of receipt of the bill by the Offeror. At contract termination all MCDOT buses, bus shelters, bikeshare stations, and/or other transit related items modified in any way for advertising purposes will be returned to original condition by the Offeror.

14.4. Restrictions On Appearance And Character Of Advertising

- 14.4.1. The advertising space on MCDOT's buses, bus shelters, bikeshare stations, and other transit-related facilities do not constitute a public forum, but instead have been authorized for the limited purpose of providing a source of revenue to the County and a forum for government advertising. Accordingly, advertising space must only be used to display commercial advertising, and the public service advertising described in Section 13, and must not be used to disseminate any message that:
- 1) Concerns unlawful activity
 - 2) Contains unlawful or obscene material; or
 - 3) Mimics a traffic control device.
 - 4) Refer to **Attachment E** State Highway Administration (SHA) Policies (As it pertains to Shelters located on State Roads/Right of ways)

15. Approval of Advertising Materials, Devices and Locations

- 15.1. MCDOT reserves the right to approve all materials, devices and locations of advertising to be placed on MCDOT buses, bus shelters, bikeshare stations, and other transit-related items. Only traditionally sized King, Queen, Front (to be mounted on bike racks), King Kongs, Jr. Kings, Kongs, tails, super-tails, wraps, Michelangelo's, headliners and Standard and Rear advertising will be allowed on the buses, unless otherwise approved by the County.
- 15.2. Any advertisements that are determined not to be in compliance with the County's Standards will be

removed by the Offeror at the direction of the County, at no cost to the County within 24 hours of receipt of notice.

- 15.3. The Offeror may propose to MCDOT to develop other advertising spaces and devices. The Offeror may offer to MCDOT its expertise in assisting MCDOT to develop other advertising sizes, spaces and devices. MCDOT may accept or reject these developed advertising on spaces and devices after review. At a minimum, MCDOT expects that the Offeror will utilize the standard industry size advertising spaces on all buses, bus shelters, and bikeshare stations in order to maximize national, regional, and local sales. MCDOT reserves the right to approve all materials, devices and locations of advertising to be placed on any other transit related items (e.g. Shelter LCD monitors, Transit Center LCD monitors, timetables, maps, brochures, benches) that may be implemented as part of the contract resulting from this request.

16. Storage and Workspace

- 16.1. The successful Offeror will agree to assume all expenses associated with the installation and maintenance of advertising space in and on MCDOT Ride On buses and other transit related items. MCDOT will incur no expenses or liability whatsoever for the activities of the Offeror's employees while on MCDOT property. The successful Offeror will provide its own storage and workspace.

17. Maintenance

- 17.1. The Offeror must present a maintenance plan that will ensure that all advertising will be installed and removed in a professional manner. The Offeror will identify the experience and qualifications of individuals who will perform these maintenance tasks. If the Offeror intends to subcontract for these services, then the Offeror must present the qualifications of the proposed firm, and individuals of that firm, that will perform these duties.
- 17.2. All maintenance will be performed using industry standard practices. At no time will the Offeror schedule or perform maintenance that will impede or interfere with the operation of MCDOT services or maintenance practices. All maintenance will be performed in cooperation with the MCDOT Fleet Management Division. This requires that maintenance be scheduled at times and in locations that are acceptable to the Fleet Management Division. At all times, the employees of the Offeror will be allowed the right of reasonable entry and egress to all facilities subject to the rules and regulations of MCDOT. All the Offeror's employees will wear MCDOT Offeror Identification Cards at all times when on MCDOT property or servicing MCDOT transit items.

18. Scheduling of Ride On Buses and Other Transit Related Items.

- 18.1. Montgomery County will establish for the Offeror a schedule to meet the peak bus requirements of the Transit System and to meet all other advertising contract requirements of the Offeror including for other transit related items.
- 18.2. Montgomery County will establish for MCDOT Buses only, a vehicle reconditioning schedule and share that schedule with the Offeror to assure that the minimum number of vehicles will be maintained in service at all times.

19. Incentives for Performance for Transit Advertising Services and Transit Related Advertising Services.

19.1. MCDOT Bus Advertising Services

- 19.1.1. Offerors are invited to submit incentive-based payment plans that show the revenue sharesplits to the County and the Offeror if higher levels of sales performance are achieved.
- 19.1.2. Such incentive payments would only be paid following a year ending review and audit of sales to confirm that the above goals have been met or surpassed. MCDOT's audit will be the only determinant of the payment of the incentives and the change of rates. If you are interested in such an arrangement, please propose same on **Attachment F**.
- 19.1.3. Other Transit Related Advertising Services

19.1.3.1. The following is a breakdown of revenue tied to net sales of other Transit Related Advertising:

19.1.3.1.1. Offerors are invited to submit incentive-based payment plans that show the revenue share splits to the County and the Offeror if higher levels of sales performance are achieved.

19.1.3.1.2. Such incentive payments would only be paid following a year ending review and audit of sales to confirm that the above goals have been met or surpassed. MCDOT's audit will be the only determinant of the payment of the incentives and the change of rates. If you are interested in such an arrangement, please propose same on **Attachment G**.

19.2. Offerors may include in their Proposals each of the following Other Transit Related items (non-bus):

19.2.1. Advertising on LCD Monitors In Shelters

19.2.1.1. Montgomery County has 60 LCD monitors installed in bus shelters. In the future there may be opportunities for advertisements on additional LCD monitors in shelters.

19.2.1.2. Software will divide the monitor screens into sections for Real Time schedule I information, County announcements, and advertising. The LCD monitors will operate 24/7. Ride On peak operating hours are generally from 6:00 to 9:00 a.m. and 4:00 to 8:00 p.m. The digital displays are approximately 23 inches (height) by 41 inches (width). The County will grant access to vendor for data feed on the LCD monitor. The current potential advertising space is up to four inches high and up to 41 inches across. The dimensions may vary.

19.2.2. LCD Monitors in Transit Centers

19.2.2.1. The successful Offeror may provide for LCD monitors to be installed and maintained in four Transit Centers (Germantown, Lake Forest, Travilah and White Oak) at the Offeror's expense. Real Time bus information and advertisements would be placed on these monitors;

19.2.3. Timetables/Maps, Brochures, etc.

19.2.3.1. Advertising could potentially be placed on existing white space on timetables or an additional panel(s) could be added specifically for the advertising. The route 39 timetable is attached as an example of using existing white space (see attachment H).

19.2.3.2. Advertising could also be included on the back of our system map. The backside is currently sold and designed to allocate space (e.g. 4x6, 5x7 or 8x10 inches). A copy of the system map may be downloaded from our website at www.rideonbus.com.

19.2.3.3. Advertisements could be potentially placed on printed material including brochures.

19.2.4. Capital Bikeshare Stations

19.2.4.1. In 2022, Montgomery County anticipates there will be approximately **91** operational bikeshare stations. There is potential for advertising space on approximately **54** of those bikeshare stations. In the future, the County may increase/decrease the number of bikeshare stations and may expand/reduce the number of stations on which advertising will be permitted.

the County reserves the right to withdraw bikeshare advertising from the RFQ.

19.2.4.2. Additional information about Montgomery County bikeshare stations, including the locations for advertising, may be found in **Attachment D**. Offerors are strongly encouraged to visit Montgomery County bikeshare stations. Bikeshare station locations and additional bikeshare information may be accessed by visiting the Montgomery County bikeshare web site <http://www.montgomerycountymd.gov/bikeshare/index.html>, and the Capital Bikeshare website: www.capitalbikeshare.com.

19.2.4.3. In each case, the Offeror should indicate in its proposal how/what size, and specifically where on the item, advertising would be displayed. As well, the Offeror should indicate on its Proposal what materials would be used and any County support required for a specific advertising effort. **The County seeks proposals that are creative, innovative, cutting edge in terms of ideas/concepts/approaches.** The County may decide to implement, not to implement or to partially implement this area of advertising services.

20. Offeror Qualifications

20.1. MCDOT requests the service of an experienced out of home advertising firm that has a minimum of ten (10) years experience in bus advertising to develop the advertising brand of MCDOT through a directed sales effort that maximizes revenue from national, regional, and local sources. Additionally, MCDOT seeks to expand its offering of advertising products and services so that advertisers can make use of MCDOT's buses, shelters, bikeshare stations, and other Transit-Related items.

21. Offeror Responsibility

21.1. Offeror provides the sales staff, advertisement staff and expertise as well as the workforce that installs, maintains, and manages the day to day advertisements on all buses, bus shelters, bikeshare stations, and other transit related items and meets all requirements in any contract resulting from this RFQ.

21.2. Offeror provides the advertisement materials including frames or other attachment devices if required to attach and affix all ads on or in County buses or other transit-related items. County must receive all payments as detailed in Section E Compensation.

22. County Responsibility

22.1. County will provide access as deemed appropriate by the County to Offeror and Offeror employees involved in the bus advertisement program to County property located at: 16624 Crabbs Branch Way, Gaithersburg, MD, 1810 Brookeville Road, Silver Spring, MD, and 4935 Nicholson Court, Rockville, MD.

22.2. Reasonable space will be provided at each garage for the handling and storage of immediate use materials and supplies. Locations are subject to change over the life of the Contract at the County's option.

22.3. County will provide access as deemed appropriate by the County to Offeror and Offeror employees involved in the advertisement program for other transit-related items.

23. Reports

23.1. The Offeror will provide a listing of all advertising sold and posted each month on or before the 15th day of the following month, in a format approved by MCDOT. Reports should include the available advertising space inventory and the "yield" or percent sold each month for buses, bus shelters, bike share stations, and other transit advertising options.

SECTION B - PERFORMANCE PERIOD

1. Term

- 1.1. The effective date of this License begins upon signature by the Director, Department of Transportation. The period in which Offeror must perform all sales under the Contract begins on the Contract's effective date and ends after a five (5) year period. Offeror must also perform all work in accordance with time periods stated in the Scope of Work. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. Offeror's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term two (2) time(s) for three (3) years and two (2) years each.

2. Price Adjustments

- 2.1. Prices quoted are firm for the term of the License but may be adjusted for any optional renewal periods.

3. Annual Payment Guarantee Proposals

- 3.1. The Annual Guarantee Proposal must be submitted on the Proposal Form, Attachment F for MCDOT Bus, Shelter, and Bikeshare Advertising Services, and Attachment G for other Transit Related Advertising Services. The annual guarantee proposal is to be submitted with the written proposals. The minimum guarantee proposal is suggested as \$720,000 per year for Bus Advertising Services, \$900,000 for bus shelter advertising services, \$40,000 for bikeshare advertising services, and to pay the County with a 60% County/40% Offeror split of all revenues. There is no annual minimum guarantee proposal suggested by the County for other Transit Related Advertising Services; however, there is a 50% County/50% Offeror revenue split for other Transit Related Advertising Services.
- 3.2. MCDOT's required minimum guarantees are not absolute minimums, but merely MCDOT's suggested minimums. In fact, as described in Section A, Sub-section 19 Incentives for Performance, the County is willing to entertain a lower guarantee for a reasonable likelihood of an overall higher return. Therefore, the Offeror is encouraged to be creative and put forth their best value proposition, as all proposals will be evaluated utilizing the evaluation criteria presented in this Request for Quote.

SECTION C - METHOD OF AWARD/EVALUATION CRITERIA

1. Procedures

- 1.1. Upon receipt of proposals, MCDOT will review and evaluate all proposals in accordance with the evaluation criteria listed below under Section C.2.1.a. and/or C.3.1.a. MCDOT will also review an Offeror for responsibility.
- 1.2. Offeror interviews will be conducted with the three highest scoring Offerors based on MCDOT's score for each written proposal. The interview criteria that will then be utilized is listed below under Section C.2.1.b. and/or C.3.1.b.
- 1.3. MCDOT will make its award recommendation of the highest ranked Offeror based on the MCDOT's combined written and interview score for each Proposed Scope of Service, and its responsibility determination.
- 1.4. The Using Department Head will review and MCDOT may approve or approve with conditions.
- 1.5. Upon approval of a recommended award to a proposed awardee(s), the Department will place the name of the proposed awardee(s) on a Department's list of agreements.
- 1.6. The County will then enter into negotiations with the proposed awardee(s).
- 1.7. If an agreement cannot be successfully negotiated with the proposed awardee(s), the Using Department Head may proceed to negotiate with the next ranked proposed awardee. The County reserves the right to

cancel the request.

2. Evaluation Criteria I – Buses, Bus Shelters and Bikeshare Stations

2.1. **Written Proposal Evaluation Criteria for Bus, Bus Shelter and Bikeshare Station Advertising Services**

a. MCDOT will evaluate the written proposals for Advertising Services based on the following criteria.

	Points
1. Revenue Minimum Annual Guarantee Proposal (refer to Attachment F).	25
2. Qualifications and Experience of the firm and personnel managing large Out-of-Home advertising brands of similar size to MCDOT.	25
3. Approach & Methodology as described in Offeror's business and sales plan	25
4. Offeror to describe how they would secure national, regional and local client revenues for the advertising spaces available.	<u>25</u>

Highest possible MCDOT written proposal evaluation score: 100

b. Interview Evaluation Criteria for Bus, Bus Shelter and Bikeshare Station Advertising Services
MCDOT will evaluate the interviews for Advertising Services based on the following criteria.

	Points
1. Description of processes used to determine the Revenue Annual Guarantee Proposal and 5-year revenue projections. Offeror to provide supporting details identifying dollar value.	25
2. Demonstrated level of expertise of personnel in responding to interview questions	25
3. Management team's experience in similar-sized advertisement operations	25
4. Demonstrated knowledge of Montgomery County transit.	<u>25</u>

Highest possible MCDOT interview evaluation score: 100

3. Evaluation Criteria II – For Other Transit Related Services (Non-Bus)

3.1 **Written Proposal Evaluation Criteria for Transit Related Advertising Services**

a. MCDOT will evaluate the written proposals for other Transit Related Advertising Services (non-bus) based on the following criteria.

	Points
1. Revenue Annual Guarantee Proposal (refer to Attachment G).	25
2. Qualifications and Experience of the firm and personnel managing large out of home advertising brands of similar size to MCDOT and similar transit related advertising services.	25
3. Approach & Methodology as described in Offeror's business and sales plan.	25
4. Describe Offeror to describe how they would secure national, regional and local client revenues for the advertising spaces available.	<u>25</u>

Highest possible MCDOT written proposal evaluation score: 100

b. Interview Evaluation Criteria for other Transit Related Advertising Services.
MCDOT will evaluate the interviews for other Transit Related Advertising Services based on the following criteria.

1. Description of process used to determine the Other Transit-Related Advertising Services Revenue Annual Guarantee Proposal and 5-year revenue projections. Offeror to provide supporting details identifying dollar value.	25
2. Demonstrated level of expertise of personnel in responding to interview questions.	25
3. Management team's experience with similar sized advertisement operations.	25
4. Demonstrated knowledge of Montgomery County transit-related advertising opportunities.	<u>25</u>

Highest possible MCDOT interview evaluation score: 100

SECTION D – PROPOSAL SUBMISSIONS

1. Proposal Submissions

- 1.1. FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER YOUR PROPOSAL UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, DEPARTMENT OF TRANSPORTATION.
- 1.2. One paper original, 5 paper copies, and 1 thumb-drive copy of your proposal must be submitted in a sealed envelope/package for the Scope of Services being requested by the County no later than 3 P.M. on March 7, 2022 to the Department of Transportation, Division of Transit Services, C/O Starr Montout, 5th Floor, 101 Monroe Street, Rockville, Maryland 20850-4166. The sealed proposal package must be clearly marked with the request number, due date, and due time. **Also one pdf version of the complete proposal submission should be emailed to MCDOTRO.CONTRACTS@montgomerycountymd.gov**
- 1.3. Written proposals will be evaluated on only what is submitted. The Offeror must submit sufficient information to enable MCDOT to evaluate the Offeror's capabilities and experience. Proposals must include the following information (including labeled sections numbered as shown):
 - a. A cover letter with a brief description of the firm, including the Offeror's name, address, telephone number and fax number.
 - b. The Acknowledgment must be submitted and signed by a person authorized to bind the Offeror to the proposal.
 - c. At least three references that may be contacted to attest to the quality and timeliness of the Offeror's work of similar nature and scope to the scope required by the County. **(see Attachment A)**
 - d. A detailed work plan that responds to itemized requirements referenced in the Scope of Work, including planning, organization, and implementation steps of the plan.
 - e. Qualifications and Experience of the Firm and Personnel in Managing Large Out of Home Advertising brands of similar size to MCDOT.
 - f. The Offeror must submit as part of their proposal a detailed Sales Plan that describes the business/sales strategies of their organization. MCDOT intends to maximize revenues from its advertising Licenses through achievement of a reasonable mix of national, regional and local sales, particularly in Montgomery County, Maryland. The plan must include sales strategies that the Offeror intends to employ to sell advertising throughout the operating territory of Montgomery County Department of Transportation with the goal of achieving the maximum utilization of all space available for sale.
 - g. The Offeror must provide to MCDOT a Business Plan for the handling of all or any combinations of the advertising elements. The plan should detail the Offeror's experience in selling out of home media as well as specific plans and expectations for the Montgomery County, Maryland Transit market. The goal of the plan should be to sell as much space as possible at the highest possible rates. In that regard, the Offeror will present a Sales Plan on how its previous sales experience will result in maximizing revenues for MCDOT.
 - h. The Offeror must explain how it would establish national, regional, and local rates for the advertising space in and on the MCDOT bus fleet, bus shelters, and other transit related items, and especially how it will secure paying clients at the national, regional, and local levels. The Offeror will offer any premium charges or discounts that would be offered to advertisers and its suggested policy for overposting.
 - i. Annual Guarantee Proposal – Detailed spreadsheet format of annual revenues and percentage of amounts higher than guarantee. **(See Attachments F and G).**
 - j. Completed Form 1.0 Acknowledgement Page found on page 24
 - k. Completed MDOT DBE Forms A, B, C and D (See Attachment J)
 - l. Completed Federal Certification Forms 1, 2, 3 and 4 (See Attachment K)

SECTION E - COMPENSATION

No compensation will be paid to the Offeror as this is a revenue generating License. The County will be paid one fourth of the annual revenue guarantee amount within the first 30 days of each quarter. Quarters will be based on a

calendar year (January – March, April – June, July – September, October – December). The County will be paid the difference between the guaranteed annual amount and the actual revenues (per the revenue sharing model) within 30 days of the end of the second quarter and the fourth quarter for the preceding six (6) months.

SECTION F - LICENSE ADMINISTRATOR

1. Authority

- 1.1. The Director, Department of Transportation, is the delegated Licensing officer. Therefore, the Director, Department of Transportation, must approve amendments, modifications, or changes to the terms, conditions.

2. Using Department

- 2.1. The License administrator for any License(s) resulting from this request will be Will Kenlaw 240-777-5870, will.kenlaw@montgomerycountymd.gov.
- 2.2. The License administrator's duties include, but are not limited to the following:
 - Serve as liaison between the County and Offeror;
 - Give direction to the Offeror to ensure satisfactory and complete performance;
 - Monitor and inspect the Offeror's performance to ensure acceptable timeliness and quality;
 - Accept or reject the Offeror's performance;
 - Furnish timely written notice of the Offeror's performance failures to the Director, Department of Transportation and to the County Attorney, as appropriate
 - Prepare required reports;
 - Approve or reject submissions from the Offeror;
 - Recommend License modifications or terminations to the Director, Department of Transportation;
 - Issue notices to proceed

SECTION G - SPECIAL TERMS AND CONDITIONS

1. Performance Bond Requirements – Applicable to this License.

- 1.1. A performance bond is applicable to the resultant License and the following must be adhered to.
- 1.2. No License shall exist until the County receives a duly executed Performance bond (or Certified or Treasurers Check or Irrevocable Letter of Credit) prepared on an approved form in the amount indicated below. The bond must be made payable to Montgomery County as security for the faithful performance of the License and having as surety thereon such surety company or companies as are acceptable to the County and as are authorized to transact business in the State of Maryland. In the event the Performance Bond is not delivered within ten (10) days of Notice of Award then the offer may be ruled null and void and the award shall be made to the next highest ranked Offeror. The County reserves the right of approval of any instrument offered as a Performance Bond. For this Advertising Services award, a Performance Bond in the amount of \$600,000 is due within ten (10) days' notice of award.

2. Disadvantaged Business Enterprise (DBE) Requirements

- 2.1. Offerors must complete Attachment J, Disadvantaged Business Enterprise Forms A and B, and submit these forms with their proposals.
- 2.2. Offerors that submit proposals for bus advertising services must ensure that a minimum of 5% of the vendor's revenue share for bus advertising services is directed towards disadvantaged business enterprises (DBE)."

SECTION H – FEDERAL REQUIREMENTS

Access to Records

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

The following access to records requirements apply to this License:

Local Governments

In accordance with 49 CFR 18.36(i), the Licensee agrees to provide MCDOT, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, License documents, papers and records of the Licensee that are directly pertinent to this License for the purposes of making audits, examinations, excerpts and transcriptions. Licensee also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Licensee's records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311.

State Governments

In accordance with 49 CFR 633.17, the Licensee agrees to provide MCDOT, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Licensee's records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

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

Federal Funding, Incorporation of FTA Terms and Federal Changes

The preceding provisions include, in part, certain standard terms and conditions required by the Department of Transportation, whether or not expressly set forth in the preceding License provisions. All Licensee provisions required by DOT, as set forth in FTA Circular 4220.1F or its successors are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Licensee shall not perform any act, fail to perform any act or refuse to comply with any of MCDOT's requests that would cause MCDOT to be in violation of the FTA terms and conditions.

The Licensee 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 MCDOT and FTA, as they may be amended or promulgated from time to time during the term of this License. Licensee's failure to so comply constitutes a material breach of this License.

Federal Energy Conservation Requirements

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

Safe Operation of Motor Vehicles

Seat Belt Use

The Licensee is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Licensee or MCDOT.

Distracted Driving

The Licensee agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Termination for Convenience (General Provision)

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

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

If the Licensee does not deliver supplies in accordance with the License delivery schedule, or if the License is for services, the Licensee fails to perform in the manner called for in the License, or if the Licensee fails to comply with any other provisions of the License, MCDOT may terminate Civil Rights Requirements this License for default. Termination shall be effected by serving a Notice of Termination on the Licensee setting forth the manner in which the Licensee is in default. The Licensee will be paid only the License price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the License.

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

Opportunity to Cure (General Provision)

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

Waiver of Remedies for any Breach

In the event that MCDOT elects to waive its remedies for any breach by Licensee of any covenant, term or condition of this License, such waiver by MCDOT shall not limit MCDOT’s remedies for any succeeding breach of that or of any other covenant, term, or condition of this License.

Termination for Convenience.

MCDOT, by written notice, may terminate this License, in whole or in part, when it is in MCDOT's interest. If this License is terminated, MCDOT shall be liable only for payment under the payment provisions of this License for services rendered before the effective date of termination.

Rights and Remedies of MCDOT

MCDOT shall have the following rights in the event that MCDOT deems the Licensee guilty of a breach of any term under the License.

1. The right to take over and complete the work or any part thereof as MCDOT for and at the expense of the Licensee, either directly or through other Licensees;
2. The right to cancel this License as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

Rights and Remedies of Licensee

In as much as the Licensee can be adequately compensated by money damages for any breach of this License, which may be committed by MCDOT, the Licensee expressly agrees that no default, act or omission of MCDOT shall constitute a material breach of this License, entitling Licensee to cancel or rescind the License (unless MCDOT directs Licensee to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Licensee to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, MCDOT will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Licensee recognizes that in the event of a breach of this Agreement by the Licensee before MCDOT takes action contemplated herein, MCDOT will provide the Licensee with sixty (60) days written notice that MCDOT considers that such a breach has occurred and will provide the Licensee a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes arising in the performance of this License that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of MCDOT's [title of employee]. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Licensee mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Licensee shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Licensee and the Licensee shall abide by the decision.

Performance during Dispute

Unless otherwise directed by MCDOT, Licensee shall continue performance under this License while matters in dispute are being resolved.

Claims for Damages

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

Remedies

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

Rights and Remedies

The duties and obligations imposed by the License documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by MCDOT or Licensee shall constitute a waiver of any right or duty afforded any of them under the License, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Civil Rights

The following requirements apply to the underlying License:

1. **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and federal transit law at 49 USC § 5332, the Licensee 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 Licensee 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 License:
 - (a) **Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and federal transit laws at 49 USC § 5332, the Licensee agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR 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 USC § 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 Licensee 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 is required to 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 Licensee 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 USC §§ 623 and federal transit law at 49 USC § 5332, the Licensee agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Licensee 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 USC § 12112, the Licensee 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 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Licensee agrees to comply with any implementing requirements FTA may issue.
3. The Licensee also agrees to include these requirements in each subLicense financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

No Government Obligation to Third Parties

1. MCDOT and Licensee acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the Solicitation or award of the underlying License, absent the express written consent by the federal government, the federal government is not a party to this License and shall not be subject to any obligations or liabilities to MCDOT, Licensee, or any other party (whether or not a party to that License) pertaining to any matter resulting from the underlying License.
2. The Licensee agrees to include the above clause in each Sublicense financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause will not be modified, except to identify the Sublicensee who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

1. The Licensee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §§ 3801 *et seq.* and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying License, the Licensee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or it causes to be made, pertaining to the underlying License or the FTA-assisted project for which this License Work is being performed. In addition to other penalties that may be applicable, the Licensee 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 Licensee to the extent the federal government deems appropriate.
2. The Licensee 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 USC § 5307, the government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307(n)(1) on the Licensee, to the extent the federal government deems appropriate.
3. The Licensee agrees to include the above two clauses in each sublicense financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses must not be modified, except to identify the Sublicensee who will be subject to the provisions.

Suspension and Debarment

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

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

By signing and submitting its bid or Proposal, the Bidder or Offeror certifies as follows:

The certification in this clause is a material representation of fact relied upon by MCDOT. If it is later determined that the Bidder or Offeror knowingly rendered an erroneous certification, in addition to remedies available to MCDOT, the federal government may pursue 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, while this Proposal is valid and throughout the period of any License that may arise from this Proposal. The Bidder or Offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Disadvantaged Business Enterprise (DBE)

This License is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

The Licensee is required to maintain compliance with “DBE Approval Certification” throughout the period of License performance.

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

Clean Water Requirements

1. The Licensee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 *et seq.* The Licensee agrees to report each violation to MCDOT and understands and agrees that MCDOT will, in turn, report each violation as required to ensure notification to FTA and the appropriate EPA Regional Office.
2. The Licensee also agrees to include these requirements in each Sublicense exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

Clean Air Requirements

1. The Licensee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 *et seq.* The Licensee agrees to report each violation to MCDOT and understands and agrees that MCDOT will, in turn, report each violation as required to ensure notification to FTA and the appropriate EPA Regional Office.
2. The Licensee also agrees to include these requirements in each sublicense exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

Compliance with Federal Lobbying Policy

Licensees who apply or bid for an award of \$100,000 or more are required to file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, an 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 USC 1352. Each tier must 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 USC 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Buy America

The Licensee agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provides that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver.

General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data.

Separate requirements for rolling stock are set out at 49 USC 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A Bidder or Offeror must submit to MCDOT the appropriate Buy America Certification with all offers on FTA-funded agreements, except those subject to a general waiver. Proposals that are not accompanied by a properly completed Buy America certification are subject to the provisions of 49 CFR 661.13 and may be rejected as incomplete.

Fly America

The Licensee agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of federal funds and their Licensees are required to use U.S. flag air carriers for U.S. government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Licensee is required to submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S.-flag air carrier was not available or why it was necessary to use a foreign air carrier and is required to, in any event, provide a certificate of compliance with the Fly America

Recycled Products

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

ADA Access

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

Protest Procedures

- (a) Right to protest. Any actual offeror whose offer is not accepted, and who can demonstrate that its proposal satisfied all of the criteria in the Request for Qualifications, may file a protest with the Director of Transportation ("Director") within 10 days after the Director publicly identifies the chosen offeror.
- (b) Authority to resolve protests. The Director has the authority to resolve or decide a protest.
- (c) Appeal to Chief Administrative Officer. An actual offeror who is aggrieved by the decision of the Director may appeal to the Chief Administrative Officer ("CAO"). The appeal must be filed in writing with the CAO within 10 days of the Director's decision.
- (d) Hearing. The CAO may hold a hearing on the appeal if the CAO determines that a hearing is necessary.
- (e) Decision. The CAO may render a final decision on the appeal. The decision must be in writing.
- (f) Appeal to FTA. The offeror may appeal the decision of the CAO to the Federal Transit Administration if such an appeal is permitted under the applicable federal rules and regulations.
- (g) Acceptance of offer during a protest. The Director may, in the exercise of the Director's discretion, delay the acceptance of an offer until after a protest is resolved.
- (h) Entitlement to costs. A protesting offeror is not entitled to costs, even if the protest is successful

1.0 FORM 1.0 Acknowledgment Page

Offerors must submit the acknowledgment shown as Form 1.0 – Acknowledgment Page of this solicitation, properly signed by a person authorized to bind the Offeror to a submission by signing this acknowledgement.

ACKNOWLEDGMENT

The Offeror must include a signed acknowledgment that the Offeror has reviewed all the terms of this RFQ. Offers that do not include such an acknowledgment will be rejected. Executing and returning (with the submittal) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the information provided in its Submission is true and correct to the best of its knowledge.

(Business Firms Typed Name)	
(Name and Title of Person Authorized to Sign Submission)	
(Signature)	(Date)
(Signature)	(Date)

NAME AND SIGNATURE REQUIREMENTS FOR SUBMISSIONS AND CONTRACTS

The correct legal business name of the Offeror must be used in all Agreements. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State Law. The Offeror's signature must conform to the following:

Signatures of Offerors must be in their correct legal form and must not be abbreviated to common usage or trade name form. All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer or an Agreement is a representation by the person signing that the person signing is authorized to do so on behalf of the Offeror or Offeror.

ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

The Offeror acknowledges receipt of the following amendment(s) to the Request for Qualifications: Amendment Number and Date.

INSTRUCTIONS, CONDITIONS, AND NOTICES

The following provisions are applicable to this solicitation: **ACCEPTANCE TIME**

By submitting a written submission under this solicitation, the offeror agrees that Montgomery County has within 160 days after the due date in order to accept the written submissions. Montgomery County reserves the right to reject, as unacceptable, any offer that specifies less than 160 days of acceptance time. Upon mutual agreement between the County and the offeror, the acceptance time for the offeror's written submissions may be extended.

DETERMINATION OF RESPONSIBILITY

The Offeror has the burden of demonstrating affirmatively its responsibility in connection with this solicitation. A debarred potential offeror must automatically be considered non-responsible in connection with this solicitation. The County reserves the right to consider an offeror non-responsible who has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable to perform the requirements of the agreement.

An offeror may be requested at any time by the Director, Department of Transportation to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of an offeror to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective offeror.

The Director may deny the award, renewal, or assignment of a License to or for any offeror who is in default of payment of any money due the County.

The factors, which may be considered in connection with a determination of responsibility, include:

1. The ability, capacity, organization, facilities, and skill of the offeror to perform the License or provide the goods or services required;
2. The ability of the offeror to perform the License or provide the services within the time specified without delay, interruption or interference;
3. The integrity, reputation, and experience of the offeror, and its key personnel;
4. The quality of performance of previous contracts or services for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility;
5. The previous and existing compliance by the offeror with laws and ordinances relating to the License or services;
6. The sufficiency of financial resources of the offeror to perform the License or provide the services;
7. The certification of an appropriate accounting system, if required by the License type;
8. A bid bond and the offeror's evidence of ability to furnish a performance bond may be considered evidence of responsibility; and
9. Past debarment by the County or other entity.

LATE WRITTEN SUBMISSIONS

Responses to this Solicitation received after the date and time specified in a solicitation are considered late and may not, under any circumstances, be considered for any award resulting from the solicitation.

WRITTEN SUBMISSIONS

Sealed written submissions are due in the Division of Transit Services, 101 Monroe Street, 5th Floor, Rockville MD 20850-4166, Attention: Starr Montout for the purchase of supplies, material, equipment and/or services in accordance with the instructions, terms, conditions and specifications and/or scope of services set forth in this solicitation. Written submissions must be returned in a sealed envelope, and clearly marked with the RFQ number, due date, and time. Written submissions received after the time specified will be returned unopened to the offeror. The County will not be responsible for written submissions received after the due date, due to premature or late deliveries, postal/courier delays, or opening of a written submission if it is improperly addressed or identified.

WRITTEN SUBMISSION WITHDRAWAL/MODIFICATION

Written submissions may be withdrawn or may be modified by the offeror upon receipt of a written request received before the time specified for due date and due time. Requests to withdraw or modify an offeror's written

submission received after the solicitation due date and time will not be considered.

PROPRIETARY & CONFIDENTIAL INFORMATION

This is to notify prospective offerors that the County has unlimited data rights regarding written submissions submitted in response to its solicitations. Unlimited data rights mean that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential commercial or financial information as defined by the Maryland Public Information Act, State Government Article 10-617, will be exempt from disclosure if the Offeror can show that release of such information would cause substantial competitive harm to the submitter's competitive position. It is the responsibility of the offeror to clearly identify each part of his/her offer that is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with one-inch bold face letters stating the words "confidential" or "proprietary." The offeror agrees that any portion of the written submission that is not stamped as proprietary or confidential will be deemed not to be proprietary or confidential.

PUBLIC POSTING

Information regarding the proposed awardee(s) under this Request for Qualification will be posted on Montgomery County's website at: <https://www.montgomerycountymd.gov/dot-transit/rfqavailability.html>.

QUALIFICATION OF OFFERORS

Offerors may be required to furnish satisfactory evidence that they are qualified and regularly engaged in performing the services for which they are submitting a written submission and maintain a regularly established place of business. An authorized representative of the County may visit any prospective Offeror's plant, place of business or place where the services are performed to determine ability, capacity, reliability, financial stability and other factors necessary to perform the Agreement. If so requested, an offeror may be required to submit information about its reputation, past performance, business and financial capability and other factors that demonstrate that the offeror is capable of satisfying the County's needs and requirements for a specific Agreement.

QUESTIONS

All technical and nontechnical questions pertaining to this solicitation should be directed to the individuals whose names are indicated on Page 1.

AMENDMENTS

In the event that an amendment to this request is issued, all request terms and conditions will remain in effect unless they are specifically changed by the amendment. Offerors are responsible for checking the website at <https://www.montgomerycountymd.gov/dot-transit/index.html> to remain informed of any request amendments. Offerors must acknowledge receipt of such solicitation amendments, to the place designated, and prior to the hour and date specified in the solicitation (or as amended) for receipt of offers. Offerors may acknowledge solicitation amendments by one of the following:

1. By returning one signed copy of the amendment either with the Offeror's response to the solicitation or by sending a signed copy of the amendment separately to the Department.
2. By acknowledging receipt of the amendment on the Acknowledgment (see page 4) submitted.
3. By stating that the amendment is acknowledged in a signed letter that refers to the solicitation and amendment numbers.

PREPARATION EXPENSES

All costs incurred in the preparation and submission will be borne by the offeror and shall not be incurred in anticipation of receiving reimbursement from the County.

VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this request will not be binding on the County. Any information given to an offeror in response to a request will be furnished to all offerors as an amendment, if such information is deemed necessary for the preparation of the request, or if the lack of such information would be detrimental to the uninformed offerors. Such amendments only, when issued by the Director, Department of Transportation will be considered as being binding on the Co

ATTACHMENT A**REFERENCES**

(must submit at least three)

You are requested to provide references to the County with your proposal. The three (3) references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided. Failure of a Offeror to provide the County with references within the time frame as stated herein may result in the Offeror being considered non-responsible.

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

ATTACHMENT B

MANDATORY INSURANCE REQUIREMENTS

MANDATORY INSURANCE REQUIREMENTS

Advertising Program on Buses, Bus Shelters, Stops, Bikeshare Stations, and County Placed LCD Screens and Transit Related Advertising Program

Prior to the execution of the License by the County, the proposed awardee/Offeror and their Offerors (if requested by County) must obtain, at their own cost and expense, the following *minimum* (not maximum) insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this License, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/Offeror shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by License or as a limitation of any potential liability on the part of the proposed awardee/Offeror to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed awardee / Offeror's obligation to provide the insurance coverage specified. The Offeror's insurance shall be primary. Coverage pursuant to this Section shall not include any provision that would bar, restrict, or preclude coverage for claims by Montgomery County against Offeror, including but not limited to "cross-liability" or "insured vs insured" exclusion provisions.

Commercial General Liability

A minimum limit of liability of ***one million dollars (\$1,000,000), per occurrence***, for bodily injury, personal injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Offerors & SubOfferors
- Products and Completed Operations

Business Automobile Liability Coverage

A minimum limit of liability of ***five hundred thousand dollars (\$ 500,000)***, per occurrence, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles
- hired automobiles
- non-owned automobiles
- loading and unloading

Worker's Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident***
- Bodily Injury by Disease - \$500,000 policy limits***
- Bodily Injury by Disease - \$100,000 each employee***

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on an endorsement to Offeror's commercial general, automobile insurance, and Offeror's excess/umbrella insurance policies if used to satisfy the Offeror's minimum insurance requirements under this License, for liability arising out of Offeror's products, goods and services provided under this License. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability of the Offeror.

Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

Certificate Holder

Montgomery County, MD
Transit / Starr Montout
101 Monroe Street 5th floor
Rockville, Md 20850

ATTACHMENT C – BUS INVENTORY BY DEPOT
MCDOT Bus Inventory Jan 1, 2022

	Nicholson Court			Gaitherburg			Silver Spring	
	Total Bus Count	60		Total Bus Count	168		Total Bus Count	148
	Fixed Route			Fixed Route			Fixed Route	
	30' Foot Diesel (Gillig)	53		40' Foot Diesel (Gillig)	57		30' Foot Diesel (Gillig)	29
	On Demand			40' Foot CNG (Gillig)	95		40' Foot Hybrid (Gillig)	53
	24' Foot Gas (Ford)	7		BRT			35' Foot Electric (Proterra)	4
				60' Foot Diesel (NOVA)	16		40' Foot Diesel (Gillig)	62
Fixed Route	Nicholson Ct			Gaithersburg			Silver Spring	
Fixed Route AM Peak Requirements	44			108			92	
Fixed Route PM Peak Requirements	44			121			102	
On Demand (FLEX)	3							
BRT (FLASH)				13				
Total Peak Requirements	47			134			102	

ATTACHMENT D – Montgomery County’s Bikeshare Stations Inventory

13th St & Eastern Ave
 47th & Elm St
 Amherst Ave & Elkins St
 Amherst Ave & Prichard Rd
 Bethesda Ave & Arlington Rd
 Blueridge Ave & Elkin St
 Briggs Chaney & Castle Dr
 Briggs Chaney Park & Ride
 Castle Blvd & Castle Ln
 Citadel Ave & McGrath Blvd
 Columbus Ave & Gramercy Blvd
 Congressional Ln & E Jefferson St
 Cordell & Norfolk Ave
 Dennis Ave & Amherst Ave
 Executive Blvd & E Jefferson St
 Fenton St & Ellsworth Dr
 Fenton St & Gist Ave
 Fenton St & New York Ave
 Fishers Ln & Rock Creek Mill Rd
 Friendship Blvd & Willard Ave
 Garland Ave & Walden Rd
 Grandview & Blueridge Ave
 Key West Ave & Diamondback Dr
 Key West Ave & Great Seneca Hwy
 Key West Ave & Siesta Key Way
 Lyttonsville Rd & Lyttonsville Pl
 Maple & Ritchie Ave
 Medical Center Dr & Key West Ave
 Needwood Rd & Eagles Head Ct
 New Hampshire & Lockwood
 Norfolk & Rugby Ave
 Norfolk Ave & Fairmont St
 Oak Leaf & Lockwood
 Offutt Ln & Chevy Chase Dr
 Philadelphia & Maple Ave
 Piccard & W Gude Dr
 Rockville Pike & Meeting St
 Rockville Pike & Old Georgetown Rd
 Shady Grove Hospital
 Sligo Ave & Carroll Ln
 Spring St & Second Ave
 Stewart & April
 Stewart Ln & Old Columbia Pike
 The Shoppes @ Burnt Mills
 Traville Gateway Dr & Gudelsky Dr
 Veterans Pl & Pershing Dr
 WAU / Flower Ave & Division St

White Oak Rec Center
White Oak Transit Center
Windham Ln & Amherst Ave
Woodglen Dr & Executive Blvd
Woodmont Ave & Strathmore St
Colesville Rd & Wayne Ave (SS Metro)
Total 54 stations



Attachment E

POLICY FOR BUS PASSENGER SHELTERS AND COMMERCIAL ADVERTISING SIGNS

Overview

The following policies and procedures provide guidance and direction regarding the installation and maintenance of bus passenger Shelters containing commercial advertising signs within right-of-way for state and federal roadways. They also address agreements which the State Highway Administration enters into in accordance with Division II of the State Finance and Procurement Article, with one or more private operators for the installation and maintenance of such bus passenger Shelters within the right-of-way for state and federal roadways some of which may contain commercial advertising.

Definitions

Agreement - a written instrument that allows Commercial Advertising Signs to be displayed on or within bus passenger Shelters for compensation and consistent with applicable federal, state and local law.

Commercial Advertising Sign - any sign, display or device designed, intended or used to encourage or promote the purchase or use, for profit, of goods or services.

Commercial Advertising Sign Display Box - a display box used to hold Commercial Advertising Signs.

FHWA - Federal Highway Administration

MDOT- Maryland Department of Transportation

Permit - a written instrument signed by SHA and the Permittee that allows the Permittee to enter upon and work on SHA owned rights-of-way pursuant to the conditions set forth in the Permit for specific tasks related to the construction, installation and maintenance of a Shelter.

Permittee - the entity that will be operating the Shelter.

Public Service Advertising Sign Display Box - a display box used to hold Public Service notices and announcements, accessible by SHA or the Permittee only, and having a size of at least 40% of the Commercial Advertising Sign Display Box.

SB 158 - Senate Bill 158 as passed by the Maryland General Assembly in the 2005 Regular Session, codified as ?? 8-750, 8-751 and 8-752 of Transportation Article.

SHA - Maryland State Highway Administration

Shelter - a bus passenger Shelter erected, placed, and maintained by the Permittee at a designated transit bus stop for the convenience of the passengers of a public transportation system owned and operated by a governmental unit, public authority or transit operator for purposes of mass transit operations, including mass transit operations owned or controlled by municipal and local governments, the State of Maryland, the District of Columbia, quasi-governmental agencies (*e.g.*, WMATA, etc.) and private enterprises.

Roadway/Right-Of-Way Criteria

The roadways and rights-of-way that are governed by these policies and procedures include all state owned or controlled roadways within the state of Maryland where SHA and/or FHWA **owns or controls** the right-of-way behind the curb line or shoulder that allow for the current or future placement/erection of a Shelter or where a Shelter now exists.

Permittees

Pursuant to SB 158, the following entities may be a Permittee and may request a Permit from SHA to install a Shelter within or upon SHA right-of-way:

1. a municipal corporation of the State of Maryland;
2. a county of the State of Maryland; and
3. a transit operator, but only with the concurrence of the municipal corporation and/or the county where the Shelter is to be located.

Funding Responsibilities**Funding**

The Permittee shall be responsible for all costs to design, erect and maintain Shelters, Commercial Advertising Signs and appurtenances, including, but not limited to, regular cleaning, trash removal, electricity, graffiti removal, snow removal, maintenance, etc.

Fees

In addition to any fees required by SHA for entering into the Agreement, Memoranda of Understanding or issuing a Permit, SHA may also require that the Permittee provide surety to SHA for SHA's right to cure any condition that SHA determines has not been satisfactory resolved or corrected in a timely manner by the Permittee, under SRA's direction or otherwise, or that presents a safety hazard to the public.

Commercial Advertising Sign Laws and Regulations

All Shelters and Commercial Advertising Signs shall comply with all applicable local, state and federal laws, rules and regulations for which the Permittee shall be responsible for compliance. Applicable laws, rules and regulations shall at the present time, including, but are not limited to, the following:

Local

Calvert County ,
Bans all bus Shelter signs

State Laws

Maryland Code- Criminal Law, Title 11
Title 11, Section 11-101
Title 11, Section 11-105
Title 11, Section 11-201
Title 11, Section 11-202
Title 11, Section 11-203
Title 11, Section 11-205

Title 11, Section 11-206
 Title 11, Section 11-210
 Title 11, Section 11-211

Maryland Code - Transportation Article:

Title 7, Section 7-505
 Title 8, Section 8-646
 Title 8, Section 8-705
 Title 8, Section 8-708
 Title 8, Section 8-709
 Title 8, Section 8-714
 Title 8, Section 8-716
 Title 8, Section 8-718
 Title 8, Section 8-730
 Title 8, Section 8-733
 Title 8, Section 8-750 et seq.

Federal Laws/Regulations

23 CFR 752.7, (c) and (d)
 23 CFR 752.8
 28 CFR 36
 US Code Title 23.1.1.131 (i)
 Americans with Disabilities Act of 1990, Public Law 101-336, 42 U.S.C. §12101
 et seq

Policy

General

This policy shall apply to existing Shelters being replaced and new Shelters that are or will be placed within SHA or federally owned or controlled rights-of-way as defined herein.

Shelters shall not be permitted within any SHA right of way containing any section of road with a posted speed greater than 50 miles per hour.

Shelters shall not be permitted in areas such that the location, design or construction of the Shelter interferes with vehicular or pedestrian operations or safety in SHA's sole discretion.

As a condition of issuing a Permit for the erection of a Shelter within the right-of-way of a public road, SHA shall require that the Shelter be properly maintained by Permittee and that its placement shall meet ADA compliance as outlined in SRA's "Accessibility Policy & Guidelines for Pedestrian Facilities Along State Highways". The Shelter location shall meet minimum setback requirements as follows:

- (1) where a curb and gutter are present, either there shall be a minimum five (5) foot clearance from the back of the curb to any portion of the Shelter, or the Shelter shall be placed at the back of the existing concrete sidewalk; or
- (2) where no curb or gutter is present, the front of the Shelter shall be at least two (2) feet from the back edge of the shoulder and a minimum of twelve (12) feet from the edge of the main traveled roadway; or
- (3) as otherwise directed by the SHA District Engineer.

Shelters placed where curb and gutter are present shall provide for pedestrian access from the Shelter to the nearest intersection by continuous sidewalk and placement of curb ramps meeting SHA's ADA Guidelines. The curb ramp(s) located at the intersection closest to the location of the bus shelter and at each opposite leg of the intersection (including median cut throughs) shall be constructed/reconstructed as necessary for compliance with SHA's Accessibility Policy and Guidelines.

The person to whom the Permit has been issued for the erection and maintenance of a Shelter within or on the right-of-way of a public road shall at all times assume all risks for the Shelter and shall indemnify and hold harmless the SHA, MDOT and the State of Maryland against all losses or damages resulting from or in any way related to or caused by the existence or use of the Shelter. The location, design and construction of the Shelter shall be approved by SHA. SHA will work with the Permittee to select the safest location for installation of the Shelters on SHA rights-of-way. SHA shall make the final decision as to the locations within State rights-of-way.

The Permit application shall comply with the following requirements:

- (1) Initially only one (1) Shelter shall be installed per bus stop location. Additional Shelters or expansion of the Shelters may be allowed if passenger demand warrants and an additional Permit is obtained. The Shelter(s) should be located as close to the official bus stop location as possible.
- (2) Each Shelter shall be positioned so that its longest side is parallel to the street. No Shelter may be located within the radius of any street intersection. The location of each Shelter shall comply with SHA sight distance requirements.
- (3) Each Shelter shall meet the minimum setback criteria for SHA rights-of-way, as set forth above or as may be revised from time to time.
- (4) A map of the municipality and/or county where the Shelter will be located shall be provided with the Permit application. The map shall show all existing and proposed Shelter locations, along with a list of the Shelter locations within that jurisdiction.
- (5) A number (cross-referenced to log miles) shall be assigned to each bus stop location where a Shelter is to be located. The list of Shelter locations within the municipality and/or county must provide the number assigned to the bus stop associated with the Shelter, plus a written description of the location and information regarding the proximity of sidewalks to the Shelter as well as whether the Shelter will contain a Commercial Advertising Sign Display Box. There should be a notation identifying whether the location has a Shelter at the time of application.
- (6) The number assigned to each Shelter location shall be physically attached to the Shelter at that location. The number must be a minimum of two (2) inches high and positioned on the Shelter in a location that is visible from a vehicle on the roadway.
- (7) The telephone number of the Permit applicant and/or person to contact regarding the Shelter and the area immediately around the Shelter shall be clearly, legibly, and permanently displayed in a prominent visible position on the Shelter for the bus stop user.
- (8) The Permittee shall submit seven (7) copies of a Shelter Application, which shall include, but not be limited to: complete sets of construction plans, approved SHA format right-of-way plats showing the exact location of the Shelter, design and location of the proposed Commercial Advertising Sign Display Box, design and location of the Public Service Announcement Sign Display Box and all proposed

utility hook ups, lighting, and pedestrian improvements, and any/all permits required for construction/installation and their status, to SHA for review, comment and approval.

1. Details and specifications for the Commercial Advertising Sign Display Box and the Public Service Announcement Sign Display Box shall include, but not be limited to, illumination type and intensity.

Each Permittee shall submit a certificate of insurance verifying public liability, product, and completed operations liability insurance with limits of liability of not less than \$1,000,000.00 each occurrence, \$1,000,000.00 aggregate for bodily injury, and \$1,000,000.00 each occurrence, \$1,000,000.00 aggregate for property damage. The applicant shall name the SHA, MDOT and the State of Maryland as additional named insureds on the insurance policy. Every insurance policy shall contain a provision wherein the insurer agrees to provide SHA with at least thirty (30) days advanced written notice of cancellation or non-renewal of any policy. A copy of all certificates of insurance shall be provided to SHA prior to commencement of installation of the Shelter and evidence of the additional named insured endorsement must accompany all certificates of insurance.

Shelter Criteria - to be submitted as a part of the permit application

The material used for the Shelters shall be rated to withstand high winds (in excess of 90 miles per hour), temperature extremes, salt corrosion, sunlight, vandalism and be qualified for long term general existence in an urban area. The material shall be attractive, durable and resistant to graffiti. In no instance shall Shelters include pay phones or vending machines. Trash receptacles may be allowed provided they are bolted in place and can not become a roadway hazard. Additionally, SHA reserves the right to request the removal of trash receptacles which are not properly maintained. (i.e. not emptied often enough to prevent trash overflowing onto the ground.). Bench designs shall be such that they prevent persons from reclining or lying down. Shelters shall be sized to be approximately 5' wide, approximately 8' to 14' long and approximately 7' to 8' high, with a minimum interior head room of 7'9". Transparent panels shall include decals or stripes to visually alert pedestrians against accidental collisions. All side panels shall be installed approximately five (5) inches above the adjoining sidewalk grade to minimize the accumulation of trash and debris. Each Shelter shall be fastened to sidewalk paving surfaces with structural grade bolts.

Sign Display Box Criteria - for Commercial Advertising and Public Service Display

Sign Boxes shall contain at only one end, one (1) back-lit advertising display box with provisions for displaying advertising on both sides. For purposes of providing passengers with visibility of approaching transit vehicles, the one (1) sign box shall be located at the end of the Shelter opposite the direction from which transit vehicles approach. The side panel on the opposite side of the lighted advertising panel shall be of appropriate size to provide visibility of the approaching buses and accommodate wheelchair/pedestrian access.

Commercial Advertising Signs are prohibited from displaying that which:

- a. is misleading, false or deceptive;
- b. is obscene (obscenity when taken by the average person applying contemporary community standards, the material depicts or describes in a patently offensive way sexual conduct; the average person applying contemporary community standards relating to the depiction or description of sexual conduct would find that

the material taken as a whole appeals to the prurient interest in sex; to a reasonable person, the material taken as a whole lacks serious literary, artistic, political, or scientific value [Obscenity must be judged with reference to ordinary adults except that it must be judged with reference to children or other especially susceptible audiences or clearly defined deviant sexual groups if it appears from the character of the material or the circumstances of its dissemination to be especially for or directed to children or such audiences or groups]) or indecent (indecent when taken as a whole, it describes, in a patently offensive way, as determined by contemporary community standards, sexual acts, excretory functions, or parts of the human body; and taken as a whole, it lacks serious literary, artistic, political, or scientific value)

- c. is sexually explicit;
- d. favorably depicts violence, illegal activity and/or antisocial behavior;
- e. is for alcohol or tobacco products;
- f. holds individuals or groups of people to public ridicule, derision or embarrassment;
- g. includes language that is obscene, vulgar, profane or scatological;
- h. is not allowed under federal, Maryland or local laws, regulations or statutes, or
- i. contains trade names, logos, or symbols of Shelter operator that are visible from themaintraveledway.

Procedures

The Permittee shall submit seven (7) copies of the Shelter Permit Application to the appropriate State Highway Administration District Office having jurisdiction over the area in which the Shelter will be located. The District Office shall be responsible to obtain all reviews, coordinate and assemble review comments; and monitor and maintain all deliverables to and from the Permittee required by the Shelter Permit Application.

If the Permittee is unable to meet ADA compliance for any element in their design, then an ADA Design Waiver shall be submitted as part of the Shelter Permit Application. The ADA Design Waiver will be reviewed by the Office of Highway Development-ADA Team and if deemed acceptable can only be approved by the Director, Office of Highway Development.

The SHA District Office will circulate the Shelter Permit Application to the following SHA offices for review and comment:

- a. District Office (Traffic, Maintenance, Utilities, Project Development, etc.)
- b. Office of Traffic and Safety
- c. Office of Real Estate
- d. Office of the Deputy Administrator/Chief Engineer for Operations
- e. Office of Highway Development - ADA Team

Once SHA has reviewed and approved the Shelter Permit Application, SHA shall inform the Permittee of any fees to be paid to SHA and/or MDOT and provide the Permittee with a Permit for execution. Once the Permit has been executed by all parties, SHA shall provide a copy of the executed Permit to the Permittee. The executed Permit shall serve as final SHA approval and the Permittee's Notice to Proceed.

The Permittee shall notify SHA prior to the beginning of any activities for the placement of Shelter foundations in order to accurately and correctly place the Shelter as noted in the executed Permit.

Once construction is complete and the Permittee believes that the Shelter is ready for use, the Permittee shall notify SHA so that SHA can verify compliance with the executed Permit and SHA's Policy. In addition, SHA's Office of Highway Development-ADA Team shall be notified to verify ADA compliance.

Once SHA has approved the Shelter for use, the Permittee shall provide SHA with two (2) sets of As-Built drawings for each Shelter location.

Maintenance

The Permittee shall be responsible to maintain the Shelters in good general repair in a clean, safe, and usable manner at all times and at no cost to SHA. Once installed, the Permittee shall be responsible to:

1. thoroughly clean Shelters at least once, per week (pick up trash and spray Shelter) or more often if required as determined by the District Engineer or their designee, including surrounding area of ten (10) feet from each structure, such cleaning to include, but not be limited to:
 - a. continuous removal of graffiti and stickers;
 - b. removal of trash, litter and debris.
2. repair any Shelter damage within 48 hours after Permittee discovers or receives notice of the damage.
3. replace burned out or defective lights/light bulbs within 72 hours of occurrence or within 24 hours of noticing defect.
4. repair paving surfaces within and immediately adjacent to the Shelters.
5. remove ice and snow, including a path at least four (4) feet in width to be provided to the curb in a time frame consistent with County and local ordinance.
6. abate all weeds.
7. repair benches, side panels and supports.
8. repaint painted surfaces as needed, or as determined by SHA.

Permittee shall be responsible to repair/replace all components of a Shelter damaged by weather, vandalism and vehicular accidents.

The Permittee shall be responsible for routine monitoring of all Commercial Advertising Signs to ensure compliance with all federal, state and local laws, rules, regulations and ordinances, the executed Permit and SHA's Policy. In the event, SHA finds or is notified that a Commercial Advertising Sign does not conform with the executed Permit, applicable law or SHA's Policy, SHA shall notify the Permittee of the non-conformity and of the corrective action necessary. If the Permittee does not act on the non-conformity and the corrective action is not undertaken within twenty-four (24) hours of Permittee's observance or SHA notice, SHA may, in its sole discretion, take the action necessary to remove, cover, or replace the non-conforming Commercial Advertising Sign at the sole cost of the Permittee.

The Permittee shall promptly remove outdated commercial advertising signs and public service advertising signs at a maximum of one (1) month after the date cited in the advertisement. All old advertising copy shall be completely and cleanly removed prior to posting of new materials.

When bus stop routes are changed and a bus stop location is eliminated so that the location of an existing Shelter is no longer useful to the public, the Permittee shall notify SHA and remove the Shelter within thirty (30) days of the effective date of the elimination of the use of the bus stop location. In the event Permittee fails to remove the Shelter as required, SHA may remove the Shelter without any liability to the Permittee for the Shelter or any damage to it and charge the Permittee for all the expenses it incurs in removing the Shelter.

The Permittee will be required to maintain a daily log of complaints received by the Permittee concerning Permittee's Shelters, outlining the nature of the complaint, time, day, Shelter number, name and means of contacting the caller, action taken and by whom. The Permittee's log shall be available for SHA inspection and review at SHA's request.

Permittee shall, within thirty (30) days of written notice, remove or relocate Shelters due to discontinuance or adjustment to transit vehicle routes. Relocation of Shelters will require the Permittee to submit a new Shelter Application.

Upon permanent removal of any Shelters for any reason, the Permittee shall remove the Shelter and restore the area to its original condition prior to Shelter installation subject to inspection and approval by SHA.

Repeated instances of unsatisfactory performance could result in termination of a Permit and a forfeiture or removal of all Shelters.

The Permit shall be for a one (1) year term, commencing on the date of issuance of the Permit and shall be automatically renewed annually on the anniversary of the commencement date for a period not to exceed ten (10) years. Either party may decide to not renew the Permit and shall send written notice to the other party indicating its intent to not renew at least sixty (60) days prior to the anniversary of the commencement date, in which case all improvements shall be removed by the Permittee and the SHA right-of-way shall be restored to its original condition, satisfactory to SHA, at the cost and liability of the Permittee.

POLICY APPROVAL:



Douglas R. Rose
Deputy Administrator/Chief Engineer
for Operations

4-1(-02'

Date

ATTACHMENT F**MCDOT Transit Services Advertising Revenue Annual Guarantee Proposal
(Bus, Bus Shelter, & Bikeshare)**

Year	Montgomery County, MD Suggested Minimum Guarantee	Montgomery County, MD Suggested Minimum Share Percentage
One	\$720K Bus, \$900K Shelter, \$40K Bikeshare = \$1,660,000	60% of Net Revenues
Two	\$1,710,000	60% of Net Revenues
Three	\$1,760,000	60% of Net Revenues
Four	\$1,810,000	60% of Net Revenues
Five	\$1,860,000	60% of Net Revenues

OFFER MUST COMPLETE OFFEROR PROPOSED MINIMUM GUARANTEE AND SHARE PERCENTAGE IF SUBMITTING FOR THIS SCOPE OF SERVICE.

Year	Offeror Proposed Minimum Guarantee	Offeror Proposed Share Percentage
One		% of Net Revenues
Two		% of Net Revenues
Three		% of Net Revenues
Four		% of Net Revenues
Five		% of Net Revenues

OPTIONAL PROPOSAL FOR INCENTIVES FOR PERFORMANCE:

List incentives: _____

ATTACHMENT G**Transit Related Advertising Services Revenue Annual Guarantee Proposal**

Year	Montgomery County, MD Suggested Minimum Guarantee	Montgomery County, MD Minimum Share Percentage
One	No suggested minimum amount	50% of Net Revenues
Two	No suggested minimum amount	50% of Net Revenues
Three	No suggested minimum amount	50% of Net Revenues
Four	No suggested minimum amount	50% of Net Revenues
Five	No suggested minimum amount	50% of Net Revenues

OFFER MUST COMPLETE OFFEROR PROPOSED MINIMUM GUARANTEE AND SHARE PERCENTAGE IF SUBMITTING FOR THIS SCOPE OF SERVICE.


Year	Offeror Proposed Minimum Guarantee	Offeror Proposed Share Percentage
One		% of Net Revenues
Two		% of Net Revenues
Three		% of Net Revenues
Four		% of Net Revenues
Five		% of Net Revenues


OPTIONAL PROPOSAL FOR INCENTIVES FOR PERFORMANCE:

List incentives: _____

ATTACHMENT H

Example of using existing white space on a Timetable for Advertising

39 To Glenmont 
MONDAY THROUGH FRIDAY
 SEE TIMEPOINT LOCATION ON ROUTE MAP




1	2	3	4	5	6	7
5:30	5:32	5:36	5:40	5:45	5:51	5:56
6:00	6:02	6:06	6:10	6:15	6:21	6:26
6:35	6:37	6:42	6:46	6:51	7:01	7:07
7:10	7:12	7:17	7:21	7:26	7:36	7:42
7:45	7:47	7:51	7:55	8:00	8:07	8:12
8:20	8:22	8:26	8:30	8:35	8:42	8:47
9:05	9:07	9:11	9:15	9:20	9:27	9:32
9:50	9:52	9:56	10:00	10:05	10:12	10:17
10:45	10:47	10:51	10:55	11:00	11:07	11:12
11:40	11:42	11:46	11:50	11:55	12:02	12:07
12:35	12:37	12:42	12:46	12:51	12:57	13:02
13:30	13:32	13:36	13:40	13:45	13:51	13:56
14:20	14:22	14:26	14:30	14:35	14:42	14:47
15:15	15:17	15:21	15:25	15:30	15:37	15:42
16:10	16:12	16:16	16:20	16:25	16:32	16:37
17:05	17:07	17:11	17:15	17:20	17:27	17:32
18:00	18:02	18:06	18:10	18:15	18:22	18:27
19:00	19:02	19:06	19:10	19:15	19:22	19:27
19:55	19:57	20:01	20:05	20:10	20:17	20:22
20:55	20:57	21:01	21:05	21:10	21:17	21:22
21:55	21:57	22:01	22:05	22:10	22:17	22:22

NOTES: AM PM

Please arrive at your stop several minutes ahead of your bus scheduled arrival. Since safe service is a priority at Ride On, buses may be delayed due to traffic or weather.

39 To Briggs Chaney Park & Ride
MONDAY THROUGH FRIDAY
 SEE TIMEPOINT LOCATION ON ROUTE MAP



7	6	5	4	3	2	1
6:00	6:05	6:09	6:13	6:17	6:19	6:19
6:40	6:46	6:52	6:56	7:00	7:02	7:02
7:15	7:21	7:27	7:31	7:35	7:37	7:37
7:50	7:56	8:02	8:06	8:10	8:12	8:12
8:25	8:31	8:37	8:41	8:45	8:47	8:47
8:50	8:56	9:02	9:06	9:10	9:12	9:12
9:15	9:21	9:27	9:31	9:35	9:37	9:37
9:50	9:56	10:02	10:06	10:10	10:12	10:12
10:25	10:31	10:37	10:41	10:45	10:47	10:47
11:00	11:06	11:12	11:16	11:20	11:22	11:22
11:45	11:51	11:57	12:01	12:05	12:07	12:07
12:30	12:36	12:42	12:46	12:50	12:52	12:52
13:00	13:06	13:12	13:16	13:20	13:22	13:22
13:45	13:51	13:57	14:01	14:05	14:07	14:07
14:20	14:26	14:32	14:36	14:40	14:42	14:42
14:55	15:01	15:07	15:11	15:15	15:17	15:17
15:30	15:36	15:42	15:46	15:50	15:52	15:52
16:05	16:11	16:17	16:21	16:25	16:27	16:27
16:40	16:46	16:52	16:56	17:00	17:02	17:02
17:15	17:21	17:27	17:31	17:35	17:37	17:37
17:50	17:56	18:02	18:06	18:10	18:12	18:12
18:25	18:31	18:37	18:41	18:45	18:47	18:47
18:50	18:56	19:02	19:06	19:10	19:12	19:12
19:15	19:21	19:27	19:31	19:35	19:37	19:37
19:50	19:56	20:02	20:06	20:10	20:12	20:12
20:25	20:31	20:37	20:41	20:45	20:47	20:47
21:00	21:06	21:12	21:16	21:20	21:22	21:22
21:45	21:51	21:57	22:01	22:05	22:07	22:07
22:30	22:36	22:42	22:46	22:50	22:52	22:52
23:00	23:06	23:12	23:16	23:20	23:22	23:22
23:45	23:51	23:57	24:01	24:05	24:07	24:07

NOTES: AM PM

There is NO Saturday or Sunday service on this route

HOW TO RIDE A BUS

Check schedule for timepoint nearest your location. Wait at the blue and white **RIDE ON** bus stop sign. Arrive several minutes before scheduled time. Have exact fare ready (drivers do not make change).

- Not all stops are listed on a public timetable.
- If you are unfamiliar with your stop, sit or stand behind the line near the front of the bus and ask the bus driver to notify you when your stop is approaching.
- Ask the bus driver if you are not sure if the bus goes to your stop.
- If you have internet access (at home or somewhere else, such as a public library), it may be easier for you to use an online trip planner rather than a paper timetable.
- Be mindful of changes in the schedule, for holidays or bad weather.
- Please observe the following rules for all patrons: No eating, drinking, or smoking.
- Electronic devices may be played with earphones set at low level.

HOW TO READ A TIMETABLE

- Find the schedule for the day of the week and the direction you wish to ride.
- Find the timepoints closest to your origin and destination. The timepoints are shown on the route map and indicate the time the bus is scheduled to be at the particular location. Your nearest bus stop may be between timepoints.
- Read down the column to see the times when a trip will be at the given timepoint. Read the times across to the right to see when the trip reaches other timepoints.

Montgomery County assures that no person shall, on the grounds of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Act of 1967, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. For more information or to file a complaint, please contact the Montgomery County Office of Human Rights.

FARES

Effective September 15, 2019

Regular Fare, Token, or SmartTrip®	\$2.00
SmartTrip® Fare Transfer from MetroRail	\$1.50
Seniors and persons with disability with valid ID (including attendant eligible) except during free periods: Senior/Disabled SmartTrip® or Cash	\$1.00
Senior/Disabled SmartTrip® Transfer from Metrorail	\$0.50
Seniors age 65 years or older with a Senior SmartTrip® card or valid Metro Senior ID Card or with valid Medicare Card and Photo ID from 9:30 am – 3:00 pm Monday through Friday and Saturday from 9:30 am – 4:00 pm.	
Person with disability with Metro Disabled ID Card from 9:30 am – 3:00 pm Monday through Friday and Saturday from 9:30 am – 4:00 pm.	FREE
Person with disability with Metro Disability ID Card – Attendant Eligible from 9:30 am – 3:00 pm Mon. through Fri. and Sat. from 9:30 am – 4:00 pm. Attendant rides half fare or free depending on time.	
MetroAccess - Certified Customer with ID	
MetroAccess - Companion	
Children under age 5	
Local Bus Transfer with SmartTrip®	
Children 5 to 18 with a Youth Cruiser SmartTrip® Card or student ID	FREE
Anytime	

GUARANTEED RIDE HOME

When you take Metrobus, Metrorail and Ride On to work, you are eligible to participate in the free Commuter Connections Guaranteed Ride Home Program. To register and to receive program details call: Commuter Services at 301-770-POOL(7645).

METROACCESS

Alternative paratransit service to this Ride On route for people with certified disabilities is available. Call MetroAccess at 301-562-5360.



Attachment I - Montgomery County's Bus Shelter Inventory

Count	StopId	Head	OnStreet	Pos.	AtStreet	Lat	Long	Install Date
1	27720	SB	16TH ST	FS	LYTTONSVILLE RD	39.002029	-77.040324	04/30/08
2	27722	SB	16TH ST	MB	@8600 (SUBURBAN TOWER APTS)	38.9992223	-77.0399876	11/23/05
3	27724	SB	16TH ST	FS	SPRING ST	38.9960018	-77.0364911	11/23/05
4	25814	NB	2ND AVE	FS	COLESVILLE RD	38.9951242	-77.0308062	06/01/06
5	25816	NB	2ND AVE	FS	FENWICK LN	38.9969738	-77.0329309	06/01/06
6	25850	SB	2ND AVE	FS	@1400	38.99678757	-77.03295797	06/01/06
7	20026	NB	AMHERST AVE	NS	BLUERIDGE AVE	39.04321221	-77.04782456	05/01/08
8	20068	EB	ARCOLA AVE	NS	LAMBERTON DR	39.0414262	-77.029351	08/01/06
9	20072	EB	ARCOLA AVE	NS	HOYT ST	39.0375714	-77.0267749	06/01/06
10	20078	WB	ARCOLA AVE	FS	HOYT ST	39.0377989	-77.0267473	06/01/06
11	20136	SB	ARLINGTON RD	NS	MONTGOMERY LA	38.9834314	-77.0986681	10/01/07
12	28040	WB	BAUER DR	NS	NORBECK RD	39.0953389	-77.1093849	06/01/06
13	20280	EB	BEL PRE RD	FS	GRAND PRE RD	39.0936307	-77.0758181	03/01/06
14	20284	EB	BEL PRE RD	FS	PEARTREE LN	39.0913147	-77.0688003	04/01/09
15	20286	EB	BEL PRE RD	FS	WEeping WILLOW DR	39.0912874	-77.0661421	05/01/06
16	20290	WB	BEL PRE RD	FS	PLAZA DEL MERCADO	39.0906105	-77.0482564	06/01/06
17	20298	WB	BEL PRE RD	NS	WEeping WILLOW DR	39.0914653	-77.0658983	05/01/06
18	29104	WB	BEL PRE RD	NS	GEORGIA AVE	39.0935539	-77.0785534	11/24/05
19	20320	WB	BLAIR MILL RD	FS	@1401	38.9901517	-77.0313585	06/01/06
20	20574	WB	BRIGGS CHANEY RD	FS	CASTLE BLVD	39.0814943	-76.9464866	09/01/07
21	14606	WB	BROADBIRCH DR	FS	CHERRY HILL RD	39.0559722	-76.9550959	07/01/09
22	14607	WB	BROADBIRCH DR	NS	PLUM ORCHARD DR	39.0556329	-76.9570216	07/01/09
23	17061	EB	BROADBIRCH DR	NS	CHERRY HILL RD	39.055814	-76.9551155	09/16/09
24	20638	EB	BROOKVILLE RD	NS	LYTTONSVILLE PL	39.000231	-77.05483	05/01/08
25	20776	WB	CARROLL AVE	NS	TAKOMA ACADEMY DWY	38.9922894	-76.9930621	04/20/08
26	14623	SB	CASTLE BLV	NS	CASTLE RIDGE CIR	39.0855834	-76.9404893	07/01/06
27	14626	SB	CASTLE BLV	NS	BRIGGS CHANEY RD	39.0812928	-76.946094	07/01/06
28	14629	NB	CASTLE BLV	FS	BRIGGS CHANEY RD	39.0815532	-76.9452472	07/01/09
29	20954	SB	CENTURY BLV	NS	@20250 NORTH DRWY	39.1887757	-77.2621497	03/06/12
30	20956	SB	CENTURY BLV	NS	CENTURY XXII OFFICE COMPLEX	39.186455	-77.2600989	03/06/12
31	21024	EB	CLOPPER RD	FS	MATENY RD	39.15638	-77.266297	07/01/07
32	21070	WB	CLOPPER RD	NS	MATENY RD	39.1565696	-77.2662783	05/01/07

33	27782	EB	CLOPPER RD	FS	KINGSVIEW PARK & RIDE	39.1611317	-77.2802123	12/01/05
34	28072	WB	CLOPPER RD	FS	VILLAGE FOUNTAIN DR	39.1610907	-77.2794367	06/01/05
35	21080	EB	CLUB HOUSE RD	NS	MONTGOMERY VILLAGE AVE	39.1743812	-77.2055157	11/11/06
36	16024	NB	COLESVILLE RD	NS	SPRING ST	38.9988124	-77.0261647	08/01/06
37	16027	NB	COLESVILLE RD	FS	UNIVERSITY BLVD	39.0208612	-77.0120715	08/01/07
38	21094	NB	COLESVILLE RD	NS	FENTON ST	38.99742544	-77.02701464	11/08/05
39	21132	SB	COLESVILLE RD	NS	UNIVERSITY BLVD	39.020723	-77.0126282	11/01/08
40	21162	SB	COLESVILLE RD	NS	16TH ST	38.99267565	-77.03549262	09/05/08
41	21194	NB	COLUMBIA PIK	FS	@10711	39.0313058	-77.0044853	03/01/08
42	21206	SB	COLUMBIA PIK	FS	OAK LEAF DR	39.04073421	-76.99635699	02/01/08
43	21244	NB	CONNECTICUT AVE	NS	EAST WEST HWY	38.9874512	-77.0770401	01/24/09
44	21300	NB	CONNECTICUT AVE	NS	VEIRS MILL RD	39.0511975	-77.0747245	04/28/11
45	21324	NB	CONNECTICUT AVE	NS	INDEPENDENCE ST	39.0762512	-77.0803104	09/01/07
46	21328	NB	CONNECTICUT AVE	NS	NORTHGATE SC	39.0818298	-77.0795596	05/19/05
47	21336	SB	CONNECTICUT AVE	FS	BEL PRE RD	39.0913532	-77.070884	10/01/07
48	21338	SB	CONNECTICUT AVE	FS	PEAR TREE CT	39.0897375	-77.0717503	10/01/07
49	21340	SB	CONNECTICUT AVE	FS	GRAND PRE RD	39.0862397	-77.0743023	07/01/07
50	21344	SB	CONNECTICUT AVE	NS	GEORGIA AVE	39.084107	-77.0770898	06/19/05
51	21346	SB	CONNECTICUT AVE	NS	ASPEN HILL RD	39.080975	-77.0804143	06/13/05
52	21348	SB	CONNECTICUT AVE	FS	ASPEN HILL RD	39.0793081	-77.0809259	05/19/05
53	21350	SB	CONNECTICUT AVE	NS	INDEPENDENCE ST	39.0764501	-77.0808694	11/01/09
54	21368	SB	CONNECTICUT AVE	NS	RANDOLPH RD	39.0574545	-77.0736526	01/24/14
55	21374	SB	CONNECTICUT AVE	FS	VEIRS MILL RD	39.0512928	-77.075079	12/01/05
56	21382	SB	CONNECTICUT AVE	NS	DENFELD AVE	39.0390713	-77.0759605	11/01/06
57	21420	SB	CONNECTICUT AVE	NS	MANOR RD	38.9970227	-77.0773068	04/09/07
58	21428	SB	CONNECTICUT AVE	NS	COLUMBIA CC	38.9892425	-77.0772904	11/01/10
59	21440	SB	CONNECTICUT AVE	NS	TAYLOR ST	38.9812985	-77.0773091	07/01/08
60	21468	NB	CRABBS BRANCH WAY	NS	CALHOUN PL	39.1078466	-77.1520656	11/01/07
61	21472	NB	CRABBS BRANCH WAY	FS	STANDISH PL	39.110896	-77.154956	10/01/07
62	21486	SB	CRABBS BRANCH WAY	FS	INDIANOLA DR	39.1143443	-77.1570854	09/01/06
63	21490	SB	CRABBS BRANCH WAY	NS	STANDISH PL	39.110748	-77.155046	10/02/07
64	21726	EB	DEMOCRACY BLV	FS	BELLS MILL RD (E)	39.0230084	-77.153682	07/05/05
65	21734	EB	DEMOCRACY BLV	FS	FERNWOOD RD	39.02218028	-77.13391714	10/09/07
66	21736	WB	DEMOCRACY BLV	NS	FERNWOOD RD	39.0224286	-77.1343009	05/01/06

67	21740	WB	DEMOCRACY BLV	NS	BELLS MILL RD (E)	39.0232944	-77.1541745	07/05/05
68	28418	EB	DEMOCRACY BLV	MB	@6400	39.0235459	-77.1285609	10/17/05
69	23190	EB	E GUDE DR	NS	DISPLAY CT	39.1057277	-77.1453147	07/18/06
70	23202	WB	E GUDE DR	FS	SOUTHLAWN DR	39.09832139	-77.13707727	06/01/07
71	23206	WB	E GUDE DR	NS	@700	39.1039296	-77.1428105	07/16/06
72	23208	WB	E GUDE DR	MB	@600	39.1059004	-77.144903	12/01/08
73	23412	SB	E JEFFERSON ST	NS	MONTROSE RD	39.05407	-77.1262017	08/01/06
74	23414	SB	E JEFFERSON ST	FS	MONTROSE RD	39.0517781	-77.126299	08/01/06
75	15568	WB	E RANDOLPH RD	NS	NEW HAMPSHIRE AVE	39.0757837	-77.000289	12/01/06
76	17033	EB	E RANDOLPH RD	MB	@601	39.0753397	-76.9968166	11/01/09
77	28500	EB	E RANDOLPH RD	FS	NEW HAMPSHIRE AVE	39.0755581	-77.0009321	05/01/05
78	28556	WB	E RANDOLPH RD	NS	FAIRLAND RD	39.0754765	-76.9936673	04/28/08
79	27084	WB	E WAYNE AVE	FS	MANCHESTER PL	39.0014548	-77.008095	08/21/06
80	27076	EB	E WAYNE AVE	FS	MANCHESTER RD	38.9997392	-77.0094041	10/01/05
81	27086	WB	E WAYNE AVE	NS	SLIGO CREEK PKWY	38.9997115	-77.0104253	08/01/06
82	14739	WB	EAST WEST HWY	NS	GRUBB RD	38.994006	-77.0517774	05/24/05
83	21900	EB	EAST WEST HWY	NS	GRUBB RD	38.99351	-77.05227	06/08/05
84	21920	WB	EAST WEST HWY	NS	CAREY LA	38.9954101	-77.0382549	07/01/07
85	21924	WB	EAST WEST HWY	NS	ROSEMARY HILLS DR	38.9956613	-77.0421399	08/01/07
86	14600	WB	EAST WEST HWY	NS	SUNDALE DR	38.9949934	-77.0453499	07/01/07
87	21884	EB	EAST WEST HWY	FS	CONNECTICUT AVE	38.9879932	-77.0762558	06/30/11
88	21902	EB	EAST WEST HWY	FS	WASHINGTON AVE	38.9947886	-77.0452371	07/01/07
89	21904	EB	EAST WEST HWY	NS	ROSEMARY HILLS DR	38.9953503	-77.0423452	06/07/07
90	21906	EB	EAST WEST HWY	NS	@1704 (CHEVY CHASE CREST)	38.995244	-77.0383989	10/05/07
91	21916	WB	EAST WEST HWY	FS	COLESVILLE RD	38.994317	-77.033133	03/01/06
92	21922	WB	EAST WEST HWY	MB	@1703	38.9962209	-77.0407997	08/01/07
93	22038	EB	EXECUTIVE BLV	FS	JEFFERSON ST	39.0485143	-77.1248101	07/01/06
94	22040	EB	EXECUTIVE BLV	MB	@6006	39.0486525	-77.1217375	07/01/06
95	22042	EB	EXECUTIVE BLV	NS	OLD GEORGETOWN RD	39.048673	-77.1203612	08/01/06
96	22048	WB	EXECUTIVE BLV	FS	OLD GEORGETOWN RD	39.0489277	-77.1203539	04/01/06
97	22050	WB	EXECUTIVE BLV	MB	OLD GEORGETOWN RD	39.0488883	-77.1220565	04/01/06
98	16011	SB	FENTON ST	FS	ELLSWORTH DR	38.9966399	-77.0252858	06/01/10
99	16038	SB	FENTON ST	FS	COLESVILLE RD	38.9972594	-77.0263614	05/01/06
100	22178	SB	FENTON ST	NS	BONIFANT ST	38.994651	-77.0242456	07/20/15

101	22182	SB	FENTON ST	FS	SILVER SPRING AVE	38.99119	-77.0241242	03/01/06
102	22206	NB	FERNWOOD RD	FS	DEMOCRACY BLVD	39.0239742	-77.1354578	08/17/05
103	22212	SB	FERNWOOD RD	FS	ROCK SPRING DR	39.024983	-77.1366042	08/02/05
104	22214	SB	FERNWOOD RD	NS	DEMOCRACY BLVD	39.0241987	-77.1359212	08/01/05
105	22290	NB	FLOWER AVE	NS	PINEY BRANCH RD	38.997774	-77.0033756	12/27/05
106	22292	NB	FLOWER AVE	NS	ARLISS ST	38.9996192	-77.0038689	12/27/05
107	22314	SB	FLOWER AVE	NS	HARTWELL ST	38.9995999	-77.0040263	12/27/05
108	22350	EB	FLOWER HILL WAY	FS	WOODFIELD RD	39.1558643	-77.1651808	12/28/06
109	22356	WB	FLOWER HILL WAY	NS	WOODFIELD RD	39.1561617	-77.165178	12/26/06
110	22386	EB	FOREST GLEN RD	NS	PORTLAND RD	39.01792	-77.0258505	03/01/08
111	17037	SB	FREDERICK RD	NS	FOREMAN BLVD	39.2282083	-77.2663658	05/16/10
112	22602	SB	FREDERICK RD	FS	GERMANTOWN RD	39.191694	-77.242571	04/01/06
113	22606	SB	FREDERICK RD	FS	GUNNERS DR	39.187542	-77.2406673	07/01/07
114	22608	SB	FREDERICK RD	FS	APPLEDOWRE WAY	39.1851566	-77.2396798	04/01/06
115	22610	SB	FREDERICK RD	MB	@20010	39.184007	-77.2392184	04/01/06
116	22614	SB	FREDERICK RD	FS	ARCHDALE RD	39.1773328	-77.2387065	04/01/06
117	22616	SB	FREDERICK RD	FS	GUNNERS BRANCH RD	39.1756134	-77.2383795	04/01/06
118	28148		GATESHEAD MANOR WAY		BRIGGS CHANEY PARK & RIDE	39.0776876	-76.9424892	01/15/07
119	20892	EB	W CEDAR LA	FS	GARDEN LN	39.00567113	-77.10028961	10/14/19
120	14836	NB	GATEWAY CENTER DR	MB	@22601	39.2318011	-77.280455	10/01/07
121	14677	NB	GEORGIA AVE	NS	ELLSWORTH DR	38.9951921	-77.0270674	11/09/05
122	14678	NB	GEORGIA AVE	NS	CAMERON ST	38.997446	-77.0294461	07/01/06
123	14679	NB	GEORGIA AVE	NS	SPRING ST	38.9993018	-77.0314801	11/08/05
124	14688	NB	GEORGIA AVE	NS	DENNIS AVE	39.0242543	-77.045579	08/15/08
125	14692	NB	GEORGIA AVE	FS	WINDHAM LA	39.0322987	-77.048306	06/01/09
126	14694	SB	GEORGIA AVE	NS	WENDY LA	39.079756	-77.0742324	08/15/08
127	14701	NB	GEORGIA AVE	NS	BEL PRE RD	39.090897	-77.0796686	06/17/14
128	14704	NB	GEORGIA AVE	NS	ROSSMOOR BLVD	39.100643	-77.076963	05/12/12
129	14709	SB	GEORGIA AVE	FS	ROSSMOOR BLVD	39.1006756	-77.0774036	04/13/05
130	14711	SB	GEORGIA AVE	MB	BEL PRE RD	39.0920887	-77.0799952	04/13/05
131	14712	SB	GEORGIA AVE	MB	BEL PRE RD	39.0901958	-77.0801647	08/01/08
132	14713	SB	GEORGIA AVE	NS	HEATHFIELD RD	39.0878202	-77.0798808	09/02/08
133	14714	SB	GEORGIA AVE	NS	INTERNATIONAL DR	39.1040022	-77.0769089	05/12/12
134	14715	SB	GEORGIA AVE	NS	CONNECTICUT AVE	39.0839547	-77.0781775	06/03/05

135	14716	SB	GEORGIA AVE	NS	ASPEN HILL RD	39.0813588	-77.0763755	06/16/05
136	14719	SB	GEORGIA AVE	FS	VEIRS MILL RD	39.0348482	-77.0495376	12/29/05
137	14720	SB	GEORGIA AVE	NS	WINDHAM LA	39.0321012	-77.0486194	09/01/05
138	14721	SB	GEORGIA AVE	FS	PLYERS MILL RD	39.0296246	-77.047749	09/05/05
139	14723	SB	GEORGIA AVE	NS	EVANS DR	39.026957	-77.0468457	08/02/05
140	14724	SB	GEORGIA AVE	NS	DENNIS AVE	39.0254146	-77.0462957	12/01/06
141	14725	SB	GEORGIA AVE	NS	SEMINARY RD	39.009029	-77.0405292	01/01/09
142	14729	SB	GEORGIA AVE	NS	NOYES DR	39.0024293	-77.0353001	07/18/14
143	14730	SB	GEORGIA AVE	FS	BALLARD ST	39.0006158	-77.0332593	11/24/05
144	22762	NB	GEORGIA AVE	FS	FOREST GLEN RD	39.0159697	-77.0426414	09/27/05
145	22774	NB	GEORGIA AVE	FS	BLUERIDGE AVE	39.0434893	-77.0519072	08/24/17
146	22778	NB	GEORGIA AVE	FS	ARCOLA AVE	39.04748576	-77.05179691	04/03/08
147	22784	NB	GEORGIA AVE	FS	SHOREFIELD RD	39.05341	-77.0506899	08/17/05
148	22790	NB	GEORGIA AVE	NS	LAYHILL RD	39.0596791	-77.0503807	08/17/05
149	22820	SB	GEORGIA AVE	FS	OLNEY-LAYTONSVILLE RD	39.1527623	-77.0669631	11/21/07
150	22840	SB	GEORGIA AVE	FS	HILLCROFT DR	39.1235284	-77.0734821	04/13/10
151	22842	SB	GEORGIA AVE	NS	RANDOLPH RD	39.05891412	-77.04986779	10/25/17
152	22844	SB	GEORGIA AVE	NS	MASON ST	39.05544	-77.0502303	03/01/16
153	22846	SB	GEORGIA AVE	NS	WEISMAN RD	39.0532702	-77.05102444	06/01/05
154	22864	SB	GEORGIA AVE	FS	DEXTER AVE	39.0219707	-77.0451	11/10/05
155	22866	SB	GEORGIA AVE	NS	HILDAROSE DR	39.0207342	-77.044657	12/01/06
156	22870	SB	GEORGIA AVE	FS	TILTON DR	39.0178522	-77.0436609	12/07/05
157	22872	SB	GEORGIA AVE	NS	FOREST GLEN RD	39.0161198	-77.043052	12/07/05
158	28294	SB	GEORGIA AVE	NS	JUDSON RD	39.0601892	-77.0513892	09/07/05
159	29160	SB	GEORGIA AVE	FS	HEWITT AVE	39.0775894	-77.0712988	04/01/08
160	29736	SB	GEORGIA AVE	NS	BONIFANT ST	38.9937905	-77.0268492	08/01/06
161	22880	EB	GERMANTOWN RD	NS	BOWMAN MILL DR	39.1749932	-77.2723744	12/26/06
162	22884	EB	GERMANTOWN RD	FS	WISTERIA DR	39.177119	-77.2695809	12/26/06
163	22904	WB	GERMANTOWN RD	FS	MIDDLEBROOK RD	39.1787056	-77.2679108	11/22/05
164	22906	WB	GERMANTOWN RD	FS	WISTERIA DR	39.17671832	-77.27066689	12/29/06
165	15012	NB	GERMANTOWN TRANSIT CENTER	NS	CENTURY BLVD	39.18355893	-77.26199713	12/01/05
166	28050	NB	GRAND PRE RD	NS	BEL PRE RD	39.0927552	-77.0762343	06/01/06
167	29762	SB	GREAT SENECA HWY	NS	CLOPPER RD	39.1597835	-77.275343	04/01/06
168	28160	WB	GREENCASTLE RD	FS	GREENCASTLE PARK & RIDE	39.0910774	-76.9307491	11/01/06

169	23130	EB	GROSVENOR LA	NS	@5400	39.022664	-77.1080015	03/07/09
170	23296	NB	HOMECREST RD	NS	LONGMEAD CROSSING DR	39.1032851	-77.054665	07/01/06
171	29214	SB	HOMECREST RD	FS	LONGMEAD CROSSING DR	39.1033171	-77.054856	09/02/08
172	29220	SB	HOMECREST RD	FS	HOMECREST HOUSE	39.0939207	-77.062065	09/01/08
173	23534	SB	LANIER DR	FS	QUINTON RD	39.000129	-77.0474863	07/17/06
174	23558	NB	LAYHILL RD	NS	QUEENSGARD RD	39.08735276	-77.04478025	08/04/12
175	23560	NB	LAYHILL RD	FS	BEL PRE RD	39.0913258	-77.0448036	04/29/08
176	23564	SB	LAYHILL RD	FS	BEL PRE RD	39.089761	-77.0448306	09/21/09
177	23566	SB	LAYHILL RD	FS	QUEENSGARD RD	39.0873622	-77.0451823	08/04/12
178	29976	NB	LAYHILL RD	NS	GREENERY LN	39.0612939	-77.0506861	09/01/08
179	28734	WB	LOCKWOOD DR	NS	NEW HAMPSHIRE AVE	39.0403488	-76.98954284	06/11/10
180	17231	WB	LOCKWOOD DR	NS	NEW HAMPSHIRE AVE			06/11/10
181	17232	WB	LOCKWOOD DR	NS	NEW HAMPSHIRE AVE			06/11/10
182	28530	WB	LOCKWOOD DR	FS	NEW HAMPSHIRE AVE	39.0392244	-76.9916225	08/01/06
183	28532	WB	LOCKWOOD DR	FS	@11209	39.0410035	-76.9878848	04/11/08
184	28656	EB	LOCKWOOD DR	NS	NEW HAMPSHIRE AVE	39.0390652	-76.9916199	06/15/09
185	28734	WB	LOCKWOOD DR	NS	NEW HAMPSHIRE AVE	39.04038	-76.98944	06/11/10
186	28736	WB	LOCKWOOD DR	NS	OAK LEAF DR	39.0381299	-76.9942704	06/01/09
187	29460	WB	LOCKWOOD DR	FS	HEATHER HOLLOW CIR	39.041503	-76.9833733	06/10/09
188	29462	WB	LOCKWOOD DR	MB	#11600	39.0413269	-76.985808	06/01/09
189	29678	EB	LOCKWOOD DR	MB	#11431	39.04116786	-76.98560456	06/15/09
190	23712	NB	LOST KNIFE RD	NS	CONTOUR RD	39.1542384	-77.2001255	08/18/08
191	23714	NB	LOST KNIFE RD	NS	CIDER MILL APTS	39.15627963	-77.20222592	04/24/09
192	23716	SB	LOST KNIFE RD	FS	MONTGOMERY VILLAGE AVE	39.1573168	-77.2038126	08/19/08
193	23744	EB	LYTTONSVILLE RD	FS	CLARIDGE HOUSE DRWY	38.9993326	-77.0513986	04/01/06
194	23904	EB	MASSACHUSETTS AVE	FS	SANGAMORE RD	38.963221	-77.1209782	11/20/07
195	23906	EB	MASSACHUSETTS AVE	NS	ONONDAGA RD	38.96187178	-77.11889166	11/20/07
196	23916	EB	MASSACHUSETTS AVE	NS	FORT SUMNER DR	38.9582584	-77.1099634	11/20/07
197	24104	EB	MIDDLEBROOK RD	FS	CRYSTAL ROCK DR	39.1765457	-77.2641147	01/04/06
198	24150	SB	MONROE ST	FS	MONROE PL	39.083107	-77.149038	09/04/07
199	15320	EB	MONTGOMERY AVE	FS	WAVERLY ST	38.983958	-77.0914758	04/01/10
200	24204	NB	MONTGOMERY VILLAGE AVE	FS	LOST KNIFE RD	39.158452	-77.2036031	09/15/08
201	24213	NB	MONTGOMERY VILLAGE AVE	NS	CENTERWAY RD	39.1722696	-77.2035236	04/04/06
202	24216	NB	MONTGOMERY VILLAGE AVE	NS	CLUB HOUSE RD	39.1741369	-77.2034265	06/01/07

203	24254	SB	MONTGOMERY VILLAGE AVE	FS	CENTERWAY RD	39.1722548	-77.203858	05/01/07
204	24256	SB	MONTGOMERY VILLAGE AVE	NS	STEDWICK RD	39.1699114	-77.2044901	11/01/06
205	24302	EB	MONTROSE RD	FS	KINGS BRIDGE WAY	39.0526902	-77.1229703	12/01/07
206	24304	EB	MONTROSE RD	NS	OLD GEORGETOWN RD	39.0528447	-77.1198646	01/06/06
207	24311	WB	MONTROSE RD	NS	JEFFERSON ST	39.0527712	-77.1247485	01/26/06
208	24396	EB	MUNCASTER MILL RD	FS	WOODFIELD RD	39.1583525	-77.1597912	02/01/07
209	24400	EB	MUNCASTER MILL RD	NS	LAYTONIA DR	39.1537452	-77.1537737	02/01/07
210	28780	WB	MUNCASTER MILL RD	NS	LAYTONIA DR	39.15343433	-77.15305567	02/15/12
211	14744	NB	NEW HAMPSHIRE AVE	NS	VALLEY BROOK DR	39.0588845	-76.9975083	10/02/08
212	14753	SB	NEW HAMPSHIRE AVE	FS	POWDER MILL RD	39.0217677	-76.9773743	06/15/05
213	16023	NB	NEW HAMPSHIRE AVE	FS	MAHAN RD	39.0340217	-76.9863992	06/01/05
214	24462	NB	NEW HAMPSHIRE AVE	NS	OAKVIEW DR	39.0150815	-76.9777527	11/01/06
215	24464	NB	NEW HAMPSHIRE AVE	FS	ELTON RD	39.020709	-76.9766089	10/05/05
216	24466	NB	NEW HAMPSHIRE AVE	NS	POWDER MILL RD	39.0220925	-76.9771817	12/01/06
217	24478	NB	NEW HAMPSHIRE AVE	FS	LOCKWOOD DR	39.0405364	-76.9908313	05/27/05
218	24480	SB	NEW HAMPSHIRE AVE	FS	LOCKWOOD DR	39.03903299	-76.99050817	06/02/05
219	24482	SB	NEW HAMPSHIRE AVE	NS	SCHINDLER RD	39.0335498	-76.9864713	11/02/05
220	24490	SB	NEW HAMPSHIRE AVE	NS	ELTON RD	39.0204738	-76.976889	10/05/05
221	24492	SB	NEW HAMPSHIRE AVE	NS	OAKVIEW DR	39.0155741	-76.9779441	11/01/05
222	28680	NB	NEW HAMPSHIRE AVE	FS	RANDOLPH RD	39.0761316	-77.0016736	06/01/09
223	28707	SB	NEW HAMPSHIRE AVE	NS	COLESVILLE PARK & RIDE	39.07769283	-77.00178866	06/15/09
224	28732	SB	NEW HAMPSHIRE AVE	NS	LOCKWOOD DR	39.0403781	-76.9911297	06/01/09
225	29936	NB	NEW HAMPSHIRE AVE	NS	CHALMERS RD	39.0295644	-76.9833509	09/01/06
226	24540	EB	NICHOLSON LA	MB	NICHOLSON CT	39.04489	-77.106445	11/18/11
227	24560	EB	NORBECK RD	FS	BAUER DR	39.0961913	-77.1093364	07/01/08
228	24610	WB	NORTHAMPTON DR	FS	AVENEL RD	39.0069691	-76.980717	06/01/05
229	24614	WB	NORTHAMPTON DR	NS	BEACON RD	39.0078248	-76.9842394	11/01/05
230	24616	WB	NORTHAMPTON DR	NS	COLONY RD	39.0079281	-76.9866304	11/01/05
231	24194	SB	OBSERVATION DR	MB	MONTGOMERY COLLEGE	39.18790325	-77.24948779	11/01/07
232	14581	SB	OLD COLUMBIA PIK	FS	RUXTON RD	39.0648412	-76.9649932	04/01/06
233	14582	SB	OLD COLUMBIA PIK	NS	TECH RD	39.05900835	-76.96942627	04/01/06
234	14583	SB	OLD COLUMBIA PIK	NS	TREETOP DR	39.0580707	-76.9700925	09/01/16
235	28112		OLD COLUMBIA PIK		BURTONSVILLE PARK & RIDE	39.1140418	-76.930731	09/24/05
236	28122	SB	OLD COLUMBIA PIK	NS	AVONSHIRE DR	39.083829	-76.9516767	09/01/08

237	28772	NB	OLD COLUMBIA PIK	FS	TECH RD PARK & RIDE	39.05937974	-76.96878984	07/01/06
238	29346	SB	OLD COLUMBIA PIK	FS	RANDOLPH RD	39.0623713	-76.9666793	06/01/09
239	29918	SB	OLD COLUMBIA PIK	NS	CARTERS GROVE DR	39.0598817	-76.9687378	06/05/12
240	14805	SB	OLD GEORGETOWN RD	NS	BELLS MILL RD	39.0242284	-77.1250766	04/19/05
241	14817	SB	OLD GEORGETOWN RD	NS	MCKINLEY ST	38.997265	-77.1093073	12/01/05
242	14968	SB	OLD GEORGETOWN RD	FS	GREENTREE RD	38.9997189	-77.1096617	12/01/05
243	24664	NB	OLD GEORGETOWN RD	FS	BATTERY LA	38.9906818	-77.1038552	02/01/06
244	24676	NB	OLD GEORGETOWN RD	NS	LINCOLN ST	38.99795324	-77.10906015	10/18/17
245	15264	EB	OLNEY SANDY SPRING RD	NS	MEETING HOUSE RD	39.1495388	-77.0268971	04/01/08
246	24788	WB	OLNEY SANDY SPRING RD	NS	VILLAGE MART DR	39.1520217	-77.064068	08/10/10
247	28432	SB	PARKLAWN DR	FS	BRAXFIELD CT	39.0559074	-77.10757	05/09/12
248	28622	NB	PARKLAWN DR	NS	BRAXFIELD CT	39.0560265	-77.107379	03/01/06
249	24906	NB	PINEY BRANCH RD	A/F	ARLISS ST	38.9983623	-77.0009482	09/10/05
250	24936	SB	PINEY BRANCH RD	FS	GREENWOOD AVE	38.9984242	-77.0028072	09/10/05
251	24904	NB	PINEY BRANCH RD	FS	FLOWER AVE	38.9982399	-77.0029838	09/10/05
252	24908	NB	PINEY BRANCH RD	NS	GARLAND AVE	38.9985693	-76.9991068	01/02/06
253	24910	NB	PINEY BRANCH RD	NS	BARRON ST	38.9989489	-76.997534	09/10/05
254	24912	NB	PINEY BRANCH RD	FS	UNIVERSITY BLVD	38.9996043	-76.9941809	09/10/05
255	24914	NB	PINEY BRANCH RD	NS	KODIAK DR	38.99963398	-76.9922787	09/10/05
256	24916	NB	PINEY BRANCH RD	FS	CARROLL AVE	39.0000258	-76.9903108	09/10/05
257	24918	NB	PINEY BRANCH RD	FS	CARROLL AVE	39.00114063	-76.9872812	09/10/05
258	24922	SB	PINEY BRANCH RD	FS	NEW HAMPSHIRE AVE	39.00132621	-76.98756583	11/01/06
259	24926	SB	PINEY BRANCH RD	FS	CARROLL AVE	38.9999971	-76.990962	11/01/06
260	24928	SB	PINEY BRANCH RD	FS	KODIAK DR	38.9998598	-76.9923771	11/01/06
261	24930	SB	PINEY BRANCH RD	FS	UNIVERSITY BLVD	38.9995404	-76.9961775	09/08/05
262	24932	SB	PINEY BRANCH RD	NS	BARRON ST	38.9993068	-76.9970564	09/10/05
263	24934	SB	PINEY BRANCH RD	FS	GARLAND AVE	38.9987886	-76.999078	11/01/06
264	24938	SB	PINEY BRANCH RD	FS	FLOWER AVE	38.9981877	-77.0040519	11/01/06
265	15456	EB	PLUM ORCHARD DR	FS	BROADBIRCH DR	39.0549439	-76.9576855	04/01/06
266	25036	EB	POWDER MILL RD	NS	NEW HAMPSHIRE AVE	39.021931	-76.9779	11/05/05
267	28436	EB	RANDOLPH RD	NS	PUTNAM RD	39.0534928	-77.103437	11/23/05
268	28450	EB	RANDOLPH RD	FS	VEIRS MILL RD	39.0563699	-77.0819751	04/01/06
269	28452	EB	RANDOLPH RD	NS	COLIE DR	39.0573025	-77.0801422	04/01/06
270	28472	EB	RANDOLPH RD	FS	GEORGIA AVE	39.0583026	-77.0491287	06/01/15

271	28560	WB	RANDOLPH RD	FS	NEW HAMPSHIRE AVE	39.0757894	-77.0032775	07/21/05
272	28576	WB	RANDOLPH RD	NS	MIDDLEVALE LN	39.0643998	-77.0392145	04/13/05
273	28582	WB	RANDOLPH RD	NS	GLENMONT CIR	39.059344	-77.047597	06/09/05
274	28596	WB	RANDOLPH RD	NS	DALEWOOD DR	39.0592316	-77.0686851	01/02/07
275	28604	WB	RANDOLPH RD	NS	COLIE DR	39.0576258	-77.0798	06/23/06
276	28606	WB	RANDOLPH RD	NS	VEIRS MILL RD	39.05670775	-77.08198234	12/14/17
277	29384	WB	RANDOLPH RD	NS	SELFRIDGE RD	39.0556423	-77.0836159	06/16/05
278	25346	EB	RIVER RD	FS	COUNSELMAN RD	39.0169587	-77.207425	04/13/06
279	25364	EB	RIVER RD	FS	CONGRESSIONAL CC	38.9997281	-77.1754856	04/01/06
280	25372	EB	RIVER RD	NS	SEVEN LOCKS RD	38.9928348	-77.162366	06/01/06
281	25374	EB	RIVER RD	FS	BURDETTE RD	38.9899916	-77.1523931	09/15/08
282	25380	EB	RIVER RD	FS	NEVIS RD	38.9858899	-77.1431121	06/01/06
283	25384	EB	RIVER RD	NS	WILSON LA	38.9840783	-77.138528	05/01/06
284	25392	EB	RIVER RD	NS	WINSTON DR	38.9756231	-77.1264147	04/01/06
285	25394	EB	RIVER RD	NS	GOLDSBORO RD	38.973368	-77.1226602	06/01/06
286	25404	EB	RIVER RD	NS	DORSEY LA	38.9643355	-77.1032537	04/01/08
287	25430	WB	RIVER RD	FS	WHITTIER BLVD	38.9758615	-77.1262494	04/01/08
288	25480	EB	ROCK SPRING DR	FS	ROCKLEDGE DR	39.026615	-77.1311659	06/01/06
289	25482	EB	ROCK SPRING DR	NS	OLD GEORGETOWN RD	39.0265363	-77.128122	05/01/10
290	25484	WB	ROCK SPRING DR	FS	OLD GEORGETOWN RD	39.0268506	-77.127854	05/01/10
291	28408	EB	ROCK SPRING DR	FS	FERNWOOD RD	39.025605	-77.1364199	05/01/06
292	28936	WB	ROCKLEDGE DR	NS	FERNWOOD RD	39.0267118	-77.1392033	09/01/06
293	15362	EB	ROCKLEDGE DR	NS	@6600	39.0291197	-77.1323796	04/04/10
294	15358	EB	ROCKLEDGE DR (6420)	NS	DEMOCRACY BLVD	39.0246974	-77.1327664	09/01/06
295	15360	WB	ROCKLEDGE DR (6430)	FS	DEMOCRACY BLVD	39.0248396	-77.1324909	09/01/06
296	25508	NB	ROCKVILLE PIK	FS	CEDAR LA	39.00703558	-77.09733099	03/18/16
297	25524	NB	ROCKVILLE PIK	MB	GROSVENOR STATION	39.0282563	-77.103632	12/01/07
298	25528	NB	ROCKVILLE PIK	NS	STRATHMORE AVE	39.0333445	-77.106172	11/24/05
299	25542	NB	ROCKVILLE PIK	FS	MARINELLI RD	39.0481415	-77.1132012	11/26/07
300	25546	NB	ROCKVILLE PIK	FS	OLD GEORGETOWN RD	39.0511665	-77.115142	09/26/05
301	25548	NB	ROCKVILLE PIK	FS	RANDOLPH RD	39.05492157	-77.11782999	09/27/05
302	25598	SB	ROCKVILLE PIK	FS	ROLLINS AVE	39.0579671	-77.1208332	09/01/07
303	25604	SB	ROCKVILLE PIK	FS	HOYA ST	39.05395339	-77.11757444	10/28/12
304	25612	SB	ROCKVILLE PIK	NS	NICHOLSON LA	39.0449848	-77.1120681	09/26/05

305	25614	SB	ROCKVILLE PIK	FS	EXECUTIVE BLVD	39.0431268	-77.11122997	09/01/11
306	25642	SB	ROCKVILLE PIK	NS	CEDAR LA	39.0076579	-77.0976569	11/27/07
307	25646	SB	ROCKVILLE PIK	NS	SOUTH DR	38.9987046	-77.0970402	11/27/07
308	25674	EB	ROTHBURY DR	NS	GOSHEN RD	39.1851888	-77.1878193	09/01/06
309	25676	WB	ROTHBURY DR	FS	GOSHEN RD	39.1854115	-77.1878298	08/01/06
310	25734	NB	SANGAMORE RD	NS	SANGAMORE RD	38.9490015	-77.1201388	03/01/08
311	14536	NB	SENECA MEADOWS PKW	FS	GERMANTOWN RD	39.1898175	-77.25375	02/01/08
312	14537	NB	SENECA MEADOWS PKW	MB	@20501	39.1949258	-77.2595341	02/01/08
313	14538	NB	SENECA MEADOWS PKW	NS	OBSERVATION DR	39.1972115	-77.2575455	02/01/08
314	14539	SB	SENECA MEADOWS PKW	FS	OBSERVATION DR	39.1972452	-77.2580247	02/01/08
315	14540	SB	SENECA MEADOWS PKW	NS	@20501	39.1947623	-77.2598655	02/01/08
316	14541	SB	SENECA MEADOWS PKW	NS	GERMANTOWN RD	39.1895399	-77.2538677	02/01/08
317	15160	NB	SENECA MEADOWS PKW	MB	@20425	39.1914724	-77.2583696	12/28/07
318	15162	SB	SENECA MEADOWS PKW	NS	@20425	39.1914932	-77.2588498	12/28/07
319	25882	NB	SEVEN LOCKS RD	FS	SCOTLAND DR	39.0312129	-77.1614066	12/27/06
320	25888	NB	SEVEN LOCKS RD	FS	TUCKERMAN LN	39.0416374	-77.1592307	12/27/06
321	25928	SB	SEVEN LOCKS RD	NS	TUCKERMAN LN	39.041614	-77.1594534	12/27/06
322	25934	SB	SEVEN LOCKS RD	NS	SCOTLAND DR	39.0313668	-77.1615893	12/27/06
323	25968	EB	SHADY GROVE RD	NS	CRABBS BRANCH WAY	39.128572	-77.1677488	08/25/06
324	25982	WB	SHADY GROVE RD	NS	CRABBS BRANCH WAY	39.1289981	-77.1673161	07/15/06
325	28836	WB	SHAKESPEARE BLV	MB	MILESTONE PARK & RIDE	39.1975228	-77.249316	04/01/06
326	28838	WB	SHAKESPEARE BLV	NS	OBSERVATION DR	39.1975424	-77.2528235	04/01/06
327	28840	EB	SHAKESPEARE BLV	MB	OBSERVATION DR	39.1972782	-77.2523454	12/01/05
328	28842	EB	SHAKESPEARE BLV	FS	AMBER RIDGE DR	39.19725853	-77.24955302	12/01/05
329	28844	EB	SHAKESPEARE BLV	FS	ETON MANOR DR	39.1977821	-77.24672	10/01/06
330	16063	NB	SNOUFFER SCHOOL RD	NS	CENTERWAY RD	39.1690397	-77.1758002	12/01/05
331	26118	EB	SOUTHAMPTON DR	FS	BEACON RD	39.0060412	-76.9841547	03/01/06
332	26120	EB	SOUTHAMPTON DR	MB	@306	39.0050223	-76.982139	08/01/07
333	28526	SB	STEWART LA	FS	OLD COLUMBIA PK	39.0460511	-76.9863203	08/01/06
334	29452	SB	STEWART LA	FS	JULY DR	39.0452255	-76.9841437	09/10/08
335	29454	SB	STEWART LA	NS	APRIL LA	39.0454912	-76.9818093	06/04/05
336	26222	EB	STRATHMORE AVE	FS	SYMPHONY PARK DR	39.03454386	-77.10381791	11/21/07
337	26256	WB	STRATHMORE AVE	NS	JOLLY WY	39.0347096	-77.1039244	11/15/07
338	28528	NB	TECH RD	FS	TECH RD PARK & RIDE	39.0586127	-76.9689114	07/17/06

339	26388	WB	THAYER AVE	FS	NOLTE AVE	38.9936577	-77.0134071	05/23/08
340	26390	WB	THAYER AVE	MB	@555	38.9936689	-77.0160167	05/23/08
341	26462	EB	TUCKERMAN LA	NS	SUGARBUSH LA	39.0318555	-77.118154	10/01/06
342	26568	SB	TWINBROOK PKW	FS	VEIRS MILL RD	39.0729559	-77.1125407	01/05/07
343	26628	EB	UNIVERSITY BLV W	FS	SLIGO CREEK PKWY	39.03639835	-77.03018309	12/21/20
344	26678	EB	UNIVERSITY BLV E	FS	PINEY BRANCH RD	38.998948	-76.9952038	11/10/05
345	26680	EB	UNIVERSITY BLV E	NS	SEEK LA	38.9974635	-76.994041	12/30/05
346	26698	WB	UNIVERSITY BLV E	FS	SEEK LA	38.9977232	-76.9938704	11/01/05
347	26650	EB	UNIVERSITY BLV E	FS	LEXINGTON DR	39.0189899	-77.0111821	03/01/08
348	26694	WB	UNIVERSITY BLV E	FS	CARROLL AVE	38.9949931	-76.9927381	12/01/05
349	26700	WB	UNIVERSITY BLV E	FS	PINEY BRANCH RD	39.0001725	-76.9953595	11/22/05
350	26624	EB	UNIVERSITY BLV W	FS	INWOOD AVE	39.0359937	-77.035996	08/01/05
351	26630	EB	UNIVERSITY BLV W	FS	NORTHWOOD CHURCH	39.0360403	-77.0282	11/01/05
352	26634	EB	UNIVERSITY BLV W	NS	GABEL ST	39.0335936	-77.023994	11/01/05
353	26642	EB	UNIVERSITY BLV W	FS	ROYALTON DR	39.0244982	-77.018991	11/01/05
354	26746	WB	UNIVERSITY BLV W	NS	ARCOLA AVE	39.0341585	-77.0239667	08/03/05
355	26748	WB	UNIVERSITY BLV W	NS	HEMMINGWAY CT	39.0362313	-77.0276744	12/01/05
356	26766	WB	UNIVERSITY BLV W	FS	VEIRS MILL RD	39.0395925	-77.0564467	10/01/06
357	26776	WB	UNIVERSITY BLV W	MB	@3333	39.0354829	-77.0667369	08/01/05
358	14634	NB	VEIRS MILL RD	FS	ROBINDALE DR	39.0634144	-77.0949817	06/01/08
359	14657	SB	VEIRS MILL RD	NS	ROBINDALE DR	39.0631539	-77.0950331	04/01/06
360	26822	SB	VEIRS MILL RD	FS	TWINBROOK PKWY	39.0731221	-77.1116651	04/26/08
361	26824	SB	VEIRS MILL RD	NS	CONNECTICUT AVE	39.0516468	-77.075087	07/20/05
362	27880	SB	VEIRS MILL RD	NS	RANDOLPH RD	39.0562712	-77.0830639	06/01/05
363	28054	NB	VEIRS MILL RD	FS	CONNECTICUT AVE	39.0522614	-77.0754883	10/01/06
364	28060	NB	VEIRS MILL RD	FS	RANDOLPH RD	39.0564968	-77.0828529	06/08/05
365	14654	SB	VEIRS MILL RD	FS	ASPEN HILL RD	39.0688278	-77.1046564	06/01/08
366	26802	NB	VEIRS MILL RD	FS	UNIVERSITY BLVD	39.0403457	-77.0557774	10/01/06
367	26804	NB	VEIRS MILL RD	NS	GALT AVE	39.0415335	-77.0580229	11/01/05
368	26810	NB	VEIRS MILL RD	NS	NEWPORT MILL RD	39.0450347	-77.0646151	04/26/08
369	26816	NB	VEIRS MILL RD	FS	VALLEYWOOD DR	39.0499529	-77.0713616	04/16/10
370	26826	SB	VEIRS MILL RD	FS	CENTERHILL ST	39.0501714	-77.072563	10/01/06
371	26828	SB	VEIRS MILL RD	NS	GAIL ST	39.0494532	-77.0709789	11/01/05
372	26830	SB	VEIRS MILL RD	NS	CLARIDGE RD	39.0485392	-77.0694774	11/12/05

373	26840	SB	VEIRS MILL RD	NS	COLLEGE VIEW DR	39.0416788	-77.05886	04/01/07
374	27882	SB	VEIRS MILL RD	NS	BUSHEY DR	39.0544627	-77.0797273	06/01/05
375	27886	SB	VEIRS MILL RD	NS	FERRARA AVE	39.05308035	-77.0773113	06/08/05
376	28056	NB	VEIRS MILL RD	FS	FERRARA AVE	39.0533049	-77.0771384	07/20/05
377	20890	EB	W CEDAR LA	FS	WEST DR	39.0053366	-77.104237	03/08/16
378	26968	NB	WASHINGTON GROVE LN	NS	MORNINGVIEW DR	39.1479984	-77.168525	10/05/07
379	26972	NB	WASHINGTON GROVE LN	NS	MINERAL SPRINGS DR	39.1519061	-77.1648963	08/12/08
380	26976	SB	WASHINGTON GROVE LN	FS	EMORY GROVE RD	39.148633	-77.16802	12/28/06
381	26978	SB	WASHINGTON GROVE LN	NS	AMITY DR	39.1471701	-77.16970307	01/07/13
382	27060	EB	WAYNE AVE	NS	FENTON ST	38.99483952	-77.0253557	10/14/05
383	27068	EB	WAYNE AVE	NS	DALE DR	38.9991951	-77.017729	10/01/05
384	27090	WB	WAYNE AVE	MB	@313	38.999679	-77.0148938	08/01/06
385	27092	WB	WAYNE AVE	NS	DALE DR	38.9994057	-77.017143	08/01/06
386	27096	WB	WAYNE AVE	NS	SPRINGVALE RD	38.9983668	-77.0207035	08/01/06
387	27100	WB	WAYNE AVE	NS	FENTON ST	38.99599	-77.0236189	05/02/08
388	27170	SB	WESTLAKE DR	NS	ARIZONA CIR	39.02462	-77.1494188	09/26/05
389	27172	SB	WESTLAKE DR	NS	DEMOCRACY BLVD	39.0233485	-77.149997	09/01/05
390	15556	SB	WISCONSIN AVE	NS	NOTTINGHAM DR	38.9766276	-77.0905892	03/01/13
391	27390	SB	WISCONSIN AVE	FS	STANFORD ST	38.9782163	-77.0913901	06/01/14
392	27404	SB	WISCONSIN AVE	FS	SOMERSET TERR	38.9647951	-77.0877865	12/01/07
393	27406	SB	WISCONSIN AVE	NS	SOUTH PARK AVE	38.9639521	-77.087417	12/01/07
394	27538	SB	WOODFIELD RD	NS	NEW CHURCH ST	39.28625	-77.201952	11/20/07
395	22494	NB	S FREDERICK AVE	FS	S WESTLAND DR	39.12629221	-77.18294096	09/20/17
396	27826	EB	BAUER DR	FS	NORBECK RD	39.09460153	-77.10941613	05/09/12
397	20296	WB	BEL PRE RD	FS	HOMECREST RD	39.0914788	-77.0632561	09/01/12
398	20328	WB	BOILING BROOK PKW	NS	HUNTERS LA	39.048224	-77.1001122	05/10/12
399	23286	WB	BRADLEY BLV	A/f	CONGRESSIONAL CT	38.9997693	-77.1863948	12/01/08
400	14449	NB	BROOKE FARM DR	NS	PRINCE PHILIP DR	39.153072	-77.0551714	06/01/07
401	21022	EB	CLOPPER RD	NS	METZ DR	39.1576957	-77.2709884	06/04/14
402	21160	SB	COLESVILLE RD	FS	EAST WEST HWY	38.99341571	-77.0329544	09/05/08
403	21208	SB	COLUMBIA PIK	NS	PRELUDE DR	39.03963314	-76.99772894	02/01/08
404	21282	NB	CONNECTICUT AVE	FS	KNOWLES AVE	39.0281335	-77.0762431	08/09/05
405	21394	SB	CONNECTICUT AVE	NS	WARNER ST	39.0267261	-77.0769166	04/13/13
406	21402	SB	CONNECTICUT AVE	NS	FRANKLIN ST	39.0182717	-77.0781176	04/01/10

407	17130	NB	DIXON AVE	NS	WAYNE AVE	38.9942162	-77.0278658	09/01/08
408	28538	WB	E RANDOLPH RD	FS	OLD COLUMBIA PK	39.06375963	-76.96647964	09/29/15
409	14740	WB	EAST WEST HWY	NS	CONNECTICUT AVE	38.9880972	-77.0764438	10/26/10
410	15576	WB	EAST WEST HWY	NS	WAVERLY ST	38.9849725	-77.0922352	08/22/08
411	22062	NB	FALLS RD	NS	BULLIS SCHOOL	39.02933018	-77.20157258	11/17/15
412	22068	NB	FALLS RD	NS	WOODINGTON DR	39.0405156	-77.1925424	09/01/12
413	22112	SB	FALLS RD	FS	FALLS CHAPEL WAY	39.05008399	-77.18840428	08/18/12
414	22120	SB	FALLS RD	FS	WOODINGTON DR	39.0407592	-77.1927002	09/01/12
415	22128	SB	FALLS RD	FS	POTOMAC TENNIS LA	39.02933053	-77.20172033	04/24/14
416	22208	NB	FERNWOOD RD	FS	ROCK SPRING DR	39.0258223	-77.1373628	08/02/05
417	22210	SB	FERNWOOD RD	NS	MARRIOTT DR	39.0257643	-77.1377815	12/20/09
418	22604	SB	FREDERICK RD	FS	OXBRIDGE DR	39.1896356	-77.2416109	11/17/15
419	17475	SB	GEORGIA AVE	MB	ICC PARK & RIDE LOT	39.11686004	-77.07607448	02/20/12
420	29154	NB	GEORGIA AVE	NS	HEWITT AVE	39.0774654	-77.0704354	12/09/08
421	17475	SB	GEORGIA AVE	MB	ICC PARK & RIDE LOT	39.11686004	-77.07607448	02/20/12
422	22886	EB	GERMANTOWN RD	FS	MIDDLEBROOK RD	39.17907393	-77.26660676	11/17/15
423	23090	EB	GREENTREE RD	NS	DRUMALDRY DR	39.0022177	-77.1295439	12/01/08
424	23092	EB	GREENTREE RD	NS	RIDGE PL	39.0011794	-77.125622	07/02/13
425	23114	WB	GREENTREE RD	NS	RIDGE PL	39.00130745	-77.12535225	07/02/13
426	23290	NB	HOMECREST RD	NS	HOMECREST HOUSE	39.0940553	-77.0619156	05/26/12
427	23676	WB	LINDEN LN	NS	WOODSTOCK AVE	39.01122412	-77.05719575	09/01/06
428	23812	NB	MANCHESTER RD	NS	BRADFORD RD	38.9983515	-77.0067902	04/01/09
429	24012	EB	MEDICAL CENTER WAY	FS	BROSCART DR	39.29392268	-76.8850708	11/10/10
430	24018	WB	MEDICAL CENTER WAY	FS	BROSCART RD	39.0981796	-77.1995769	11/10/10
431	24062	EB	MIDCOUNTY HWY	A/F	PIER POINT PL	39.1591941	-77.1986321	08/04/12
432	24064	EB	MIDCOUNTY HWY	FS	SAYBROOK OAKS BLVD	39.1503707	-77.1740971	09/29/15
433	14529	NB	NEW HAMPSHIRE AVE	NS	UNIVERSITY BLVD	38.9872376	-76.981559	07/01/09
434	14754	SB	NEW HAMPSHIRE AVE	NS	VALLEY BROOK DR	39.0587921	-76.9978427	09/29/15
435	24470	NB	NEW HAMPSHIRE AVE	NS	HILLANDALE CENTER	39.0268971	-76.981559	12/01/09
436	28422	SB	PARKLAWN DR	A/F	PARKLAWN BLDG	39.0613761	-77.1130855	09/29/12
437	28630	NB	PARKLAWN DR	MB	PARKLAWN BLDG	39.0617235	-77.1136264	09/29/12
438	25098	EB	QUEBEC TER	FS	RUATAN ST	38.999295	-76.9893824	11/02/15
439	25104	WB	QUEBEC TER	NS	RUATAN ST	38.9993665	-76.9895719	11/03/15
440	28480	EB	RANDOLPH RD	NS	GARDEN GATE RD	39.0638809	-77.0394415	04/19/05

441	28570	WB	RANDOLPH RD	FS	HAMMONDTON RD	39.0667495	-77.0196187	12/27/12
442	25312	NB	RIDGE RD	NS	BETHESDA CHURCH RD	39.2833592	-77.2109974	11/24/12
443	28800	EB	ROCKLEDGE DR	A/F	@6901	39.0277442	-77.1388744	12/01/08
444	25610	SB	ROCKVILLE PIK	NS	MARINELLI RD	39.04738093	-77.11320895	09/27/17
445	25618	SB	ROCKVILLE PIK	FS	SECURITY LN (Edson LN)	39.04163101	-77.11045797	08/02/17
446	17265	SB	ROCKVILLE PIK	NS	MONTROSE PKWY	39.05320563	-77.11749494	07/01/12
447	25504	NB	ROCKVILLE PIK	FS	SOUTH WOOD RD	38.9999497	-77.096791	09/25/13
448	25552	NB	ROCKVILLE PIK	FS	BOU AVE	39.0564805	-77.1192347	03/12/14
449	25524	NB	ROCKVILLE PIKE	MB	GROSVENOR STATION	39.02825634	-77.10363205	07/27/17
450	25536	NB	ROCKVILLE PIKE	FS	SECURITY LN	39.04221534	-77.11033365	09/01/17
451	25542	NB	ROCKVILLE PIKE	FS	MARINELLI RD	39.04814153	-77.11320121	09/27/17
452	25556	NB	ROCKVILLE PIKE	FS	HALPINE RD	39.06223637	-77.12416258	07/10/17
453	25566	NB	ROCKVILLE PIKE	FS	EDMONSTON DR	39.07474369	-77.13587344	07/26/17
454	25584	SB	ROCKVILLE PIKE	FS	EDMONSTON DR	39.07366476	-77.13491537	07/28/17
455	25594	SB	ROCKVILLE PIKE	FS	HALPINE RD	39.06118045	-77.1236322	07/10/17
456	25626	SB	ROCKVILLE PIKE	FS	TUCKERMAN LN	39.03019273	-77.10506582	08/03/17
457	24196	WB	S CAMPUS DR	NS	CAMPUS DR	39.09653315	-77.15753103	07/23/17
458	22506	NB	S FREDERICK AVE	FS	SUMMIT AVE	39.13852283	-77.19466752	09/21/17
459	22644	SB	S FREDERICK AVE	FS	SUMMIT AVE	39.13733545	-77.19369662	09/20/17
460	22654	SB	S FREDERICK AVE	NS	WESTLAND DR	39.12563581	-77.18252413	09/21/17
461	15544	WB	SANDY SPRING RD	FS	MCKNEW RD	39.10652313	-76.91896132	03/13/13
462	29726	NB	STEWART LA	NS	OLD COLUMBIA PK	39.0462181	-76.9862533	05/01/13
463	26648	EB	UNIVERSITY BLV W	NS	COLESVILLE RD	39.01986804	-77.01356314	12/27/11
464	26800	NB	VEIRS MILL RD	FS	ENNALLS AVE	39.039709	-77.054637	03/23/13
465	26844	SB	VEIRS MILL RD	FS	UNIVERSITY BLVD	39.0396801	-77.0551325	11/17/15
466	17491	EB	WATKINS MILL RD	NS	FREDERICK AVE	39.15825547	-77.22101212	11/17/15
467	17122	WB	WAYNE AVE	FS	GEORGIA AVE	38.9946421	-77.0274371	09/01/08
468	17125	EB	WAYNE AVE	NS	DIXON AVE	38.9943939	-77.0282041	09/01/08
469	27088	WB	WAYNE AVE	NS	MANSFIELD RD	38.9999841	-77.0129661	12/20/11
470	27168	SB	WESTLAKE DR	NS	LAKEVIEW DR	39.026679	-77.1478858	10/01/05
471	27182	WB	WHEATON PLZ	MB	RING RD	39.03702798	-77.05260694	09/01/12
472	14832	NB	WHELAN LN	MB	22880 MC Correctional Fac.	39.2379438	-77.2923196	08/25/12
473	29822	EB	WOOTTON AVE	NS	ELGIN RD	39.14426	-77.4177663	03/16/09
474	20724	EB	CAPITOL VIEW AVE	FS	LEAFY AVE	39.018493	-77.05907	12/06/13

475	20730	WB	CAPITOL VIEW AVE	NS	LEAFY AVE	39.0186066	-77.058973	12/16/13
476	21330	NB	CONNECTICUT AVE	FS	GEORGIA AVE	39.0839311	-77.0769128	05/12/12
477	21392	SB	CONNECTICUT AVE	FS	HOWARD AVE	39.0284449	-77.0764635	05/12/12
478	21630	EB	DARNESTOWN RD	FS	QUINCE ORCHARD RD	39.1173048	-77.251343	10/10/10
479	17036	NB	FREDERICK RD	NS	FOREMAN BLVD	39.2281031	-77.2659167	08/01/10
480	22984	WB	GOLDSBORO RD	NS	MACARTHUR BLVD	38.9693143	-77.1380401	09/01/10
481	23432	WB	JONES BRIDGE RD	NS	UNIVERSITY RD	38.9997131	-77.0851413	08/15/11
482	15334	SB	NEW HAMPSHIRE AVE	FS	CHALMERS RD	39.0294026	-76.9836259	06/05/12
483	14588	NB	OLD COLUMBIA PIK	NS	RUXTON RD	39.0648982	-76.9647766	10/01/10
484	14813	SB	OLD GEORGETOWN RD	FS	BEECH AVE	39.009789	-77.1147205	08/01/10
485	24940	SB	PINEY BRANCH RD	NS	MANCHESTER RD	38.997209	-77.005031	08/01/12
486	25506	NB	ROCKVILLE PIK	NS	NORTH WOOD DR	39.00408837	-77.09720269	06/27/11
487	25516	NB	ROCKVILLE PIK	FS	POOKS HILL RD	39.0147634	-77.0994576	12/01/07
488	25520	NB	ROCKVILLE PIK	FS	TUCKERMAN LA	39.0246997	-77.103004	05/26/12
489	26064	WB	SLIGO AVE	NS	CHESAPEAKE AVE	38.990216	-77.0188828	06/05/12
490	26708	WB	UNIVERSITY BLV E	FS	BUCKINGHAM DR	39.006636	-76.997589	06/05/12
491	26730	WB	UNIVERSITY BLV W	NS	SUTHERLAND RD	39.0208433	-77.0133428	05/02/16
492	26736	WB	UNIVERSITY BLV W	MB	ROYALTON RD	39.0244652	-77.0184015	10/26/10
493	26754	WB	UNIVERSITY BLV W	FS	INWOOD AVE	39.0362971	-77.0367749	06/05/12
494	26834	SB	VEIRS MILL RD	FS	NEWPORT MILL RD	39.0448852	-77.064923	03/01/10
495	27276	EB	WILSON LN	FS	WHITTIER BLVD	38.9883938	-77.1269569	11/01/10
496	27280	EB	WILSON LN	NS	MARBURY RD	38.9894477	-77.1232123	11/01/10
497	25560	NB	ROCKVILLE PIK	FS	TEMPLETON PL	39.06724831	-77.12831118	09/13/18
498	25590	SB	ROCKVILLE PIK	NS	TEMPLETON PL	39.06709246	-77.1285408	09/13/18
499	20100	SB	UNIVERSITY W BLVD	NS	@1135 (ARCOLA TOWERS)	39.03904457	-77.03048666	
500	20746	EB	CARROLL AVE	NS	TULIP AVE	38.97517074	-77.01004319	
501	15210		FISHERS LANE		@6800	39.06280558	-77.11250821	
502	22658	SB	FREDERICK RD	FS	SHADY GROVE RD	39.12213308	-77.17727352	
503	23778	WB	MACARTHUR BLVD	NS	WINDWARD PL	38.94171594	-77.11301684	
504	23772	EB	MACARTHUR BLVD	FS	WINDWARD PL	38.94190768	-77.11355905	
505	14485	NB	NORWOOD RD	NS	@17401	39.14073339	-77.03100474	
506	25492	EB	ROCKLEDGE DR	MID	ROCKLEDGE CENTER	39.03007684	-77.13576016	12/01/00
507	25498	WB	ROCKLEDGE DR	MID	ROCKLEDGE CENTER	39.03027318	-77.13580172	
508	25610	SB	ROCKVILLE PIKE	NS	MARINELLI RD	39.04738093	-77.11320895	11/26/07

509	25542	NB	ROCKVILLE PIKE	FS	MARINELLI RD	39.04814153	-77.11320121	11/26/07
510	26528	NB	TWINBROOK PKWY	FS	PARKLAWN DR	39.06221297	-77.11631293	
511	26952	EB	WASHINGTON ADVENTIST HOSP	MID	FLOWER AVE	38.98550642	-77.0009363	

ATTACHMENT J

Disadvantaged Business Enterprise (DBE) Forms

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

This affidavit must be included with the bid/ proposal. If the bidder/offeror fails to accurately complete and submit this affidavit as required, the bid shall be deemed not responsive or the proposal shall be deemed not susceptible of being selected for award.

In connection with the bid/proposal 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 this percentage of the total dollar amount of the Contract for the DBE goal will be performed by certified DBE firms as set forth in the DBE Participation Schedule - Part 2 of the MDOT DBE Form B (Federally-Funded Contracts).

OR

☐ I conclude that I am unable to achieve the DBE participation goal. I hereby request a waiver, in whole or in part, of the 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. For a partial waiver request, I agree that certified DBE firms will be used to accomplish the percentages of the total dollar amount of the Contract as set forth in the DBE Participation Schedule - Part 2 of the MDOT DBE Form B (Federally-Funded Contracts).

2. Additional DBE 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);
- (b) Subcontractor Project Participation Statement (MDOT DBE Form D - Federally-Funded Contracts);
- (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/ offeror's susceptibility of being selected for award 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 or not susceptible of being selected for award.

MDOT DBE FORM A
FEDERALLY-FUNDED CONTRACTS
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.

4. Products and Services Provided by DBE firms

I hereby affirm that the DBEs are only providing those products and services for which they are MDOT certified.

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

MDOT DBE FORM B
FEDERALLY-FUNDED CONTRACTS
DBE PARTICIPATION SCHEDULE

PART 1 – INSTRUCTIONS FOR DBE PARTICIPATION SCHEDULE

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.

PAGE 1 OF 2

*** STOP ***

FORM INSTRUCTIONS PLEASE READ BEFORE COMPLETING THIS FORM

1. Please refer to the Maryland Department of Transportation (MDOT) DBE Directory at 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. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the DBE participation goal.
2. In order to be counted for purposes of achieving the DBE participation goal, the firm must be certified for that specific NAICS ("DBE" for Federally-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 DBE 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 a DBE firm is certified and eligible to receive DBE 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 DBE Directory includes the products to be supplied and/or services to be performed that are being used to achieve the DBE participation goal.
4. If you have any questions as to whether a firm is MDOT DBE certified, or if it is certified to perform specific services or provide specific products, please call MDOT's Office of Disadvantaged Business Enterprise at 1-800-544-6056 or send an email to MBE@mdot.state.md.us.
5. The Contractor's subcontractors are considered second-tier subcontractors. Third-tier contracting used to meet a DBE 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/offeree 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 DBE Participation Schedule.
6. For each DBE firm that is being used as supplier/wholesaler/regular dealer/broker/manufacture, please follow these instructions for calculating the amount of the subcontract for purposes of achieving the DBE participation goal
 - 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 DBE 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 DBE participation credit will be given for the supply of these products.
 - C. For purposes of achieving the DBE participation goal, you may count only the amount of any reasonable fee that the DBE 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 DBE Participation Schedule, please divide the amount of any reasonable fee that the DBE firm will receive for the provision of such products/services by the total Contract value and insert the percentage in Line 3.1.

MDOT DBE FORM B
FEDERALLY-FUNDED CONTRACTS
DBE PARTICIPATION SCHEDULE

PART 1 – INSTRUCTIONS FOR DBE PARTICIPATION SCHEDULE

PAGE 2 OF 2

- 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 DBE participation goal, you may count the total amount of the subcontract. For Column 3 of the DBE 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 DBE 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 DBE firm is only being used as a supplier, wholesaler and/or regular dealer or is not certified to install the supplies/materials, for purposes of achieving the DBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). 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.
7. For each DBE 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 DBE participation goal**, 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%
8. Please note that for USDOT-funded projects, a DBE prime may count towards its DBE participation goal work performed by its own forces. Include information about the DBE prime in Part 2.
9. **WARNING:** The percentage of DBE participation, computed using the dollar amounts in Column 3 for all of the DBE firms listed in Part 2, **MUST** at least equal the DBE participation goal as set forth in MDOT DBE Form A – Federally-Funded Contracts for this solicitation. If the bidder/offeror is unable to achieve the DBE participation goals, 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 Goal Worksheet shown below to assist you in calculating the percentage and confirming that you have met the applicable DBE participation goal.

GOAL WORKSHEET	
Total DBE Firm Participation (Add percentages in Column 3 for all DBE firms listed in DBE Participation Schedule)	(A) _____%
The percentage amount in Box A above should be equal to the percentage amount in Box E below.	
Add <i>Countable</i> Subcontract Amounts (see 6 through 8 of Instructions) for all DBE firms listed in DBE Participation Schedule, and insert in Box B	(B) \$ _____
Insert the Total Contract Amount in Box C	(C) \$ _____
Divide Box B by Box C and Insert in Box D	(D) = _____
Multiply Box D by 100 and insert in Box E	(E) = _____%

MDOT DBE FORM B
FEDERALLY-FUNDED CONTRACTS
DBE PARTICIPATION SCHEDULE

PART 2 – DBE PARTICIPATION SCHEDULE

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.

PAGE ___ OF ___

Prime Contractor	Project Description	SOLICITATION NUMBER

LIST INFORMATION FOR EACH CERTIFIED DBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE DBE PARTICIPATION GOAL.

COLUMN 1	COLUMN 2	COLUMN 3
		Unless the bidder/offeror requested a waiver in MDOT DBE Form A – Federally Funded Contracts for this solicitation, the cumulative DBE participation for all DBE firms listed herein must equal at least the DBE participation goal set forth in Form A.
NAME OF DBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND DBE CLASSIFICATION	FOR PURPOSES OF ACHIEVING THE DBE PARTICIPATION GOAL, refer to sections 6, 7 and 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 DBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the DBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.
<input type="checkbox"/> Please check if DBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions	Certification Number: _____ (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 DBE Classification _____	<p>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).</p> <p>_____ % (Percentage for purposes of calculating achievement of DBE Participation goal)</p> <p>3.2 TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE DBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS).</p> <p>_____ % Total percentage of Supplies/Products</p> <p>x 60% (60% Rule)</p> <p>_____ % (Percentage for purposes of calculating achievement of DBE Participation goal)</p>

☐ Please check if Continuation Sheets are attached.

MDOT DBE FORM B
FEDERALLY-FUNDED CONTRACTS
DBE PARTICIPATION SCHEDULE
CONTINUATION SHEET

PAGE ___ OF ___

Prime Contractor	Project Description	SECTION 1 - SOLICITATION NUMBER

LIST INFORMATION FOR EACH CERTIFIED DBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE DBE PARTICIPATION GOAL.

COLUMN 1	COLUMN 2	COLUMN 3
		Unless the bidder/offeror requested a waiver in MDOT DBE Form A – Federally Funded Contracts for this solicitation, the cumulative DBE participation for all DBE firms listed herein must equal at least the DBE participation goal set forth in Form A.
NAME OF DBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND DBE CLASSIFICATION	FOR PURPOSES OF ACHIEVING THE DBE PARTICIPATION GOAL, refer to sections 6, 7 and 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 DBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the DBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.
<input type="checkbox"/> Please check if DBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions	Certification Number: <hr/> (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 DBE Classification <hr/>	<p>3.1. <u>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).</u></p> <p><u> </u> % (Percentage for purposes of calculating achievement of DBE Participation goal)</p> <p>3.2 <u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE DBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER</u> (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS).</p> <p><u> </u> % Total percentage of Supplies/Products</p> <p>x <u> </u> 60% (60% Rule)</p> <p><u> </u> % (Percentage for purposes of calculating achievement of DBE Participation goal)</p>

☐ Please check if Continuation Sheets are attached.

MDOT DBE FORM B
FEDERALLY-FUNDED CONTRACTS
DBE PARTICIPATION SCHEDULE

PART 3 – CERTIFICATION FOR DBE PARTICIPATION SCHEDULE

PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL AS DIRECTED IN THE SOLICITATION.

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 DBE Directory for each of the DBE firms listed in Part 2 of this DBE Form B for purposes of achieving the DBE participation goal that was identified in the DBE Form A that I submitted with this solicitation, and that the DBE 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 DBE Form B.

The undersigned Prime Contractor hereby certifies and agrees that it has 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 Disadvantaged business enterprise in a bid or proposal and:

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

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 \$ _____ (Total Subcontract Amount), which is _____ % (Percent) of the Total Contract Value, for performing the following products/services for the Contract:

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

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

PRIME CONTRACTOR	SUBCONTRACTOR (SECOND-TIER)	SUBCONTRACTOR (THIRD-TIER)
Signature of Representative: _____	Signature of Representative: _____	Signature of Representative: _____
Printed Name and Title: _____	Printed Name and Title: _____	Printed Name and Title: _____
Firm's Name: _____	Firm's Name: _____	Firm's Name: _____
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 SUB

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

ATTACHMENT 2 - D-5

This form is to be
completed monthly
by the prime

**Maryland Department of Information Technology
Disadvantaged Business Enterprise Participation
Prime Contractor Paid/Unpaid DBE Invoice Report**

Report #: _____	Contract #: _____
Reporting Period (Month/Year): _____	Contracting Unit: _____
Report is due to the DBE Officer by the 10th of the month following the month the services were provided.	Contract Amount: _____
	DBE Subcontract Amt: _____
	Project Begin Date: _____
	Project End Date: _____
Note: Please number reports in sequence	Services Provided: _____

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:	Email:	
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all payments made to DBE subcontractor named above during this reporting period:		List dates and amounts of any outstanding invoices:	
<u>Invoice#</u>	<u>Amount</u>	<u>Invoice #</u>	<u>Amount</u>
1.		1.	
2.		2.	
3.		3.	
4.		4.	
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____	

****If more than one DBE subcontractor is used for this contract, you must use separate D-5 forms.**

****Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

	AGENCY INFORMATION (Name, Address, email, Phone etc.)
--	---

This form must be
completed by MBE
subcontractor

ATTACHMENT 2 - D-6

Disadvantaged Business Enterprise Participation Subcontractor Paid/Unpaid DBE Invoice Report

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the 10th of the month following the month the services were performed.	Contract # _____ Contracting Unit: _____ DBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	--

DBE Subcontractor Name: _____																																
MDOT Certification #: _____																																
Contact Person: _____		Email: _____																														
Address: _____																																
City: Baltimore	State: _____	ZIP: _____																														
Phone: _____	FAX: _____																															
Subcontractor Services Provided:																																
List all payments received from Prime Contractor during reporting period indicated above. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 10%;"></th> <th style="text-align: center; width: 40%;"><u>Invoice Amt</u></th> <th style="text-align: center; width: 50%;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Paid: \$ _____</td> </tr> </tbody> </table>			<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Paid: \$ _____			List dates and amounts of any unpaid invoices over 30 days old. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 10%;"></th> <th style="text-align: center; width: 40%;"><u>Invoice Amt</u></th> <th style="text-align: center; width: 50%;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Unpaid: \$ _____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Unpaid: \$ _____		
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1.																																
2.																																
3.																																
Total Dollars Unpaid: \$ _____																																
Prime Contractor: _____		Contact Person: _____																														

****Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

	AGENCY INFORMATION (Name, Address, email, Phone etc.)
--	---

Signature: _____ Date: _____
(Required)

MDOT MBE/DBE FORM E

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

PART 1 – GUIDANCE FOR DEMONSTRATING GOOD FAITH EFFORTS TO MEET MBE/DBE PARTICIPATION GOALS

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE)/Disadvantaged Business Enterprise (DBE) participation goal (including any MBE subgoals) on a contract, the bidder/offeror must either (1) meet the MBE/DBE Goal(s) and document its commitments for participation of MBE/DBE Firms, or (2) when it does not meet the MBE/DBE Goal(s), document its Good Faith Efforts to meet the goal(s).

I. Definitions

MBE/DBE Goal(s) – “MBE/DBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s) on a State-funded procurement and the DBE participation goal on a federally-funded procurement.

Good Faith Efforts – The “Good Faith Efforts” requirement means that when requesting a waiver, the bidder/offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE/DBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE/DBE participation, even if those steps were not fully successful. Whether a bidder/offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the bidder/offeror has made. The efforts employed by the bidder/offeror should be those that one could reasonably expect a bidder/offeror to take if the bidder/offeror were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements. The determination concerning the sufficiency of the bidder’s/offeror’s good faith efforts is a judgment call; meeting quantitative formulas is not required.

Identified Firms – “Identified Firms” means a list of the DBEs identified by the procuring agency during the goal setting process and listed in the federally-funded procurement as available to perform the Identified Items of Work. It also may include additional DBEs identified by the bidder/offeror as available to perform the Identified Items of Work, such as DBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms or is a State-funded procurement, this term refers to all of the MBE Firms (if State-funded) or DBE Firms (if federally-funded) the bidder/offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

Identified Items of Work – “Identified Items of Work” means the bid items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE/DBE Firms. It also may include additional portions of items of work the bidder/offeror identified for performance by MBE/DBE Firms to increase the likelihood that the MBE/DBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the bidder/offeror identified as possible items of work for performance by MBE/DBE Firms and should include all reasonably identifiable work opportunities.

MBE/DBE Firms – For State-funded contracts, “MBE/DBE Firms” refers to certified **MBE** Firms. Certified MBE Firms can participate in the State’s MBE Program. For federally-funded contracts, “MBE/DBE Firms” refers to certified **DBE** Firms. Certified DBE Firms can participate in the federal DBE Program.

II. Types of Actions MDOT will Consider

The bidder/offeror is responsible for making relevant portions of the work available to MBE/DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/DBE

subcontractors and suppliers, so as to facilitate MBE/DBE participation. The following is a list of types of actions MDOT will consider as part of the bidder's/offeror's Good Faith Efforts when the bidder/offeror fails to meet the MBE/DBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Bid Items as Work for MBE/DBE Firms

1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE/DBE Firms. If the procurement provides a list of Identified Items of Work, the bidder/offeror shall make all reasonable efforts to solicit quotes from MBE Firms or DBE Firms, whichever is appropriate, to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE/DBE Firms to increase the likelihood that the MBEDBE Goal(s) will be achieved.

2. Identified Items of Work by Bidders/Offerors

(a) When the procurement does not include a list of Identified Items of Work, bidders/offerors should reasonably identify sufficient items of work to be performed by MBE/DBE Firms.

(b) Where appropriate, bidders/offerors should break out contract work items into economically feasible units to facilitate MBE/DBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder/offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms or DBE Firms to Solicit

1. DBE Firms Identified in Procurements

(a) Certain procurements will include a list of the DBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified DBE Firms, the bidder/offeror shall make all reasonable efforts to solicit those DBE firms.

(b) Bidders/offerors may, and are encouraged to, search the MBE/DBE Directory to identify additional DBEs who may be available to perform the items of work, such as DBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE/DBE Firms Identified by Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE/DBE Firms, bidders/offerors should reasonably identify the MBE Firms or DBE Firms, whichever is appropriate, that are available to perform the Identified Items of Work.

(b) Any MBE/DBE Firms identified as available by the bidder/offeror should be certified in the appropriate program (MBE for State-funded procurements or DBE for federally-funded procurements)

(c) Any MBE/DBE Firms identified as available by the bidder/offeror should be certified to perform the Identified Items of Work.

C. Solicit MBE/DBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:

(a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE/DBE Firms to respond;

(b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE/DBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and

(c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE/DBE, and other requirements of the contract to assist MBE/DBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. “All” Identified Firms includes the DBEs listed in the procurement and any MBE/DBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE/DBE Firms who are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.

3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE/DBE cannot access the information provided by electronic means, the bidder/offeror must make the information available in a manner that is accessible by the interested MBE/DBE.

4. Follow up on initial written solicitations by contacting DBEs to determine if they are interested. The follow up contact may be made:

(a) by telephone using the contact information in the MBE/DBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or

(b) in writing *via* a method that differs from the method used for the initial written solicitation.

5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE/DBE Firms certified to perform the work of the contract. Examples of other means include:

(a) attending any pre-bid meetings at which MBE/DBE Firms could be informed of contracting and subcontracting opportunities;

(b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website; and

(c) effectively using the services of other organizations, as allowed on a case-by-case basis and authorized in the procurement, to provide assistance in the recruitment and placement of MBE/DBE Firms.

D. Negotiate With Interested MBE/DBE Firms

Bidders/Offerors must negotiate in good faith with interested MBE/DBE Firms.

1. Evidence of negotiation includes, without limitation, the following:

(a) the names, addresses, and telephone numbers of MBE/DBE Firms that were considered;

(b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

(c) evidence as to why additional agreements could not be reached for MBE/DBE Firms to perform the work.

2. A bidder/offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.

3. The fact that there may be some additional costs involved in finding and using MBE/DBE Firms is not in itself sufficient reason for a bidder's/offeror's failure to meet the contract DBE goal, as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE/DBE Firm's quote is excessive or unreasonable include, without limitation, the following:

(a) the dollar difference between the MBE/DBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;

(b) the percentage difference between the MBE/DBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;

(c) the percentage that the DBE subcontractor's quote represents of the overall contract amount;

(d) the number of MBE/DBE firms that the bidder/offeror solicited for that portion of the work;

(e) whether the work described in the MBE/DBE and Non-MBE/DBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and

(f) the number of quotes received by the bidder/offeror for that portion of the work.

4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.

5. The bidder/offeror may not use its price for self-performing work as a basis for rejecting a MBE/DBE Firm's quote as excessive or unreasonable.

6. The "average of the other subcontractors' quotes received by the" bidder/offeror refers to the average of the quotes received from all subcontractors, except that there should be quotes from at least three subcontractors, and there must be at least one quote from a MBE/DBE and one quote from a Non-MBE/DBE.

7. A bidder/offeror shall not reject a MBE/DBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE/DBE that is rejected as unqualified or that placed a subcontract quotation or offer that the bidder/offeror concludes is not acceptable, the bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The bidder/offeror also must document the steps taken to verify the capabilities of the MBE/DBE and Non-MBE/DBE Firms quoting similar work.

(a) The factors to take into consideration when assessing the capabilities of a MBE/DBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

(b) The MBE/DBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

E. Assisting Interested MBE/DBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the bidder/offeror:

1. made reasonable efforts to assist interested MBE/DBE Firms in obtaining the bonding, lines of credit, or insurance required by MDOT or the bidder/offeror; and

2. made reasonable efforts to assist interested MBE/DBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE/DBE Firms in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE/DBE and Non-MBE/DBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether a bidder/offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other bidders/offerors in meeting the contract. For example, when the apparent successful bidder/offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful bidder/offeror could have met the goal. If the apparent successful bidder/offeror fails to meet the goal, but meets or exceeds the average MBE/DBE participation obtained by other bidders/offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful bidder/offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, a bidder/offeror seeking a waiver of the MBE/DBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

A. Items of Work (Complete Good Faith Efforts Documentation Form E, Part 2)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE/DBE Firms in order to increase the likelihood of achieving the stated MBE/DBE Goal(s).

B. Outreach/Solicitation/Negotiation

1. The record of the bidder's/offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a) through (e) and 49 C.F.R. Part 26, Appendix A. **(Complete Outreach Efforts Compliance Statement)**

2. A detailed statement of the efforts made to contact and negotiate with MBE/DBE Firms including:

(a) the names, addresses, and telephone numbers of the MBE/DBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) **(Complete Good Faith Efforts Form E, Part 3, and submit letters, fax cover sheets, emails, etc. documenting solicitations);** and

(b) a description of the information provided to MBE/DBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE/DBE Firms (Complete Good Faith Efforts Form E, Part 4)

1. For each MBE/DBE Firm that the bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the steps taken to verify the capabilities of the MBE/DBE and Non-MBE/DBE Firms quoting similar work.

2. For each certified MBE/DBE Firm that the bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the quotes received from all MBE/DBE and Non-MBE/DBE firms bidding on the same or comparable work. **(Include copies of all quotes received.)**

3. A list of MBE/DBE Firms contacted but found to be unavailable. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE/DBE contractor or a statement from the bidder/offeror that the MBE/DBE contractor refused to sign the Minority Contractor Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the bidder's/offeror's Good Faith Efforts.

2. Submit any other documentation the bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

MDOT MBE/DBE FORM E

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

PART 2 – CERTIFICATION REGARDING GOOD FAITH EFFORTS DOCUMENTATION

PAGE ___ OF ___

Prime Contractor	Project Description	SOLICITATION NUMBER

PARTS 3, 4, AND 5 MUST BE INCLUDED WITH THIS CERTIFICATE ALONG WITH ALL DOCUMENTS SUPPORTING YOUR WAIVER REQUEST.

I hereby request a waiver of (1) the Minority Business Enterprise (MBE) participation goal and/or subgoal(s), (2) the Disadvantaged Business Enterprise (DBE) participation goal, or (3) a portion of the pertinent MBE/DBE participation goal and/or MBE subgoal(s) for this procurement.¹ I affirm that I have reviewed the Good Faith Efforts Guidance MBE/DBE Form E. I further affirm under penalties of perjury that the contents of Parts 3, 4, and 5 of MDOT MBE/DBE Form E 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

¹ MBE participation goals and subgoals apply to State-funded procurements. DBE participation goals apply to federally-funded procurements. Federally-funded contracts do not have subgoals.

MDOT MBE/DBE FORM E

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

PART 3 – IDENTIFIED ITEMS OF WORK BIDDER/OFFEROR MADE AVAILABLE TO MBE/DBE FIRMS PAGE ____ OF ____

Prime Contractor	Project Description	Solicitation Number

Identify those items of work that the bidder/offeror made available to MBE/DBE Firms. This includes, where appropriate, those items the bidder/offeror identified and determined to subdivide into economically feasible units to facilitate the MBE/DBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the bidder's/offeror's responsibility to demonstrate that sufficient work to meet the goal was made available to MBE/DBE Firms, and the total percentage of the items of work identified for MBE/DBE participation equals or exceeds the percentage MBE/DBE goal set for the procurement. Note: If the procurement includes a list of bid items identified during the goal setting process as possible items of work for performance by MBE/DBE Firms, the bidder/offeror should make all of those items of work available to MBE/DBE Firms or explain why that item was not made available. If the bidder/offeror selects additional items of work to make available to MBE/DBE Firms, those additional items should also be included below.

Identified Items of Work	Was this work listed in the procurement?	Does bidder/offeror normally self-perform this work?	Was this work made available to MBE/DBE Firms? If no, explain why?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

☐ Please check if Additional Sheets are attached.

MDOT MBE/DBE FORM E

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

PART 4 – IDENTIFIED MBE/DBE FIRMS AND RECORD OF SOLICITATIONS

PAGE ____ OF ____

Prime Contractor	Project Description	Solicitation Number

Identify the MBE/DBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE/DBE participation. Include the name of the MBE/DBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE/DBE provided a quote, and whether the MBE/DBE is being used to meet the MBE/DBE participation goal. MBE/DBE Firms used to meet the participation goal must be included on the MBE/DBE Participation Schedule, Form B. Note: If the procurement includes a list of the MBE/DBE Firms identified during the goal setting process as potentially available to perform the items of work, the bidder/offeror should solicit all of those MBE/DBE Firms or explain why a specific MBE/DBE was not solicited. If the bidder/offeror identifies additional MBE/DBE Firms who may be available to perform Identified Items of Work, those additional MBE/DBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE/DBE Firms must be attached to this form. If the bidder/offeror used a Non-MBE/DBE or is self-performing the identified items of work, Part 4 must be completed.

Name of Identified MBE/DBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
Firm Name: <hr/> MBE Classification (Check only if requesting waiver of MBE subgoal.) <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		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE/DBE <input type="checkbox"/> Used Non-MBE/DBE <input type="checkbox"/> Self-performing
Firm Name: <hr/> MBE Classification (Check only if requesting waiver of MBE subgoal.) <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		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE/DBE <input type="checkbox"/> Used Non-MBE/DBE <input type="checkbox"/> Self-performing

☐ Please check if Additional Sheets are attached.

MDOT MBE/DBE FORM E

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

PART 5 – ADDITIONAL INFORMATION REGARDING REJECTED MBE/DBE QUOTES

PAGE ____ OF ____

Prime Contractor	Project Description	SOLICITATION NUMBER

This form must be completed if Part 3 indicates that a MBE/DBE quote was rejected because the bidder/offoror is using a Non-MBE/DBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE/DBE, and if applicable, state the name of the Non-MBE/DBE. Also include the names of all MBE/DBE and Non-MBE/DBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE/DBE (Include spec/section number from bid)	Self-performing or Using Non-MBE/DBE (Provide name)	Amount of Non-MBE/DBE Quote	Name of Other Firms who Provided Quotes & Whether MBE/DBE or Non-MBE/DBE	Amount Quoted	Indicate Reason Why MBE/DBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE/DBE _____	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non-MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE/DBE _____	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non- MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE/DBE _____	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non- MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non- MBE/DBE _____	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non- MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non- MBE/DBE _____	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non- MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non- MBE/DBE _____	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non- MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

☐ Please check if Additional Sheets are attached.

ATTACHMENT K

Federal Certifications

1. Debarment and Suspension Certification for Prospective Contractor

Primary covered transactions must be completed by Offeror for contract value over \$25,000.

Choose one alternative:



– The Offeror, **[insert name]**, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
4. Have not within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

OR



– The Offeror is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

The Offeror certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

– **Executed in** **[insert city and state]**.

Name:

Authorized signature

Date

2. Lobbying Certification

This form is to be submitted with an offer exceeding \$100,000.

The Offeror certifies, to the best its 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 a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. 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 thereof.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE OFFEROR, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Name of the bidder or Offeror's authorized official: _____

Title: _____

Signature

Date

Per paragraph 2 of the included form Lobbying Certification, add Standard Form–LLL, "Disclosure Form to Report Lobbying," if applicable.

3. Buy America Certification

This form is to be submitted with an offer exceeding the small purchase threshold for federal assistance programs, currently set at \$100,000.

– Certificate of Compliance

The Offeror hereby certifies that it will comply with the requirements of 49 USC Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11:

Name and title:

Company:

Authorized signature

Date

Certificate of Non-Compliance

The Offeror hereby certifies that it cannot comply with the requirements of 49 USC Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 USC Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR 661.7.

Name and title:

Company:

Authorized signature

Date

4. DBE Approval Certification

I hereby certify that the Offeror has complied with the requirements of 49 CFR 26, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

Name and title of the Offeror's authorized official:

Authorized signature

Date