

CONTRACT SUMMARY FOR MAPT
Department of Materials Management
Procurement Unit
MONTGOMERY COUNTY PUBLIC SCHOOLS
Rockville, Maryland

11/17

July 1, 2017

RFP No. 4396.1, Contracted Bus Services

Summary of awarded contractors.

Contract term: July 1, 2017 through June 30, 2018

<p>Academy Express, LLC Attn: Dena Ennis 31606 Hickory Manor Road Frankford DE 19945</p> <p>Telephone: 302-537-4805 x3440 Fax: 703-392-6567 Email: dennis@academybus.com <i>CSS expires 5/31/2018</i></p>	<p>James River Bus Lines DBA: James River Transportation Attn: Craig Treanor 915 N Allen Avenue Richmond VA 23220</p> <p>Toll Free: 877-342-7300 Telephone: 804-342-7300 Fax: 804-342-7373 Email: sales@jamesrivertrans.com <i>CSS expires 2/28/2018</i></p>
<p>Atlantic Coast Charters, Inc. Attn: Ron Dillon, Jr. 1344C West Nursery Road Linthicum MD 21090</p> <p>Telephone: 410-589-0601 Fax: 410-589-0602 Email: rondillon@yahoo.com Email: april@atlanticcoastcharters.com <i>CSS expires 8/14/2019</i></p>	<p>Paul D. Rill Attn: Dianne Grote 218 Dutrow Road Westminister, MD 21157</p> <p>Telephone: 800-801-7530 Fax: 410-876-3778 Email: dgrote@rillsbuservice.com <i>CSS expires 8/7/2019</i></p>
<p>Dillon's Bus Service, Inc. Attn: Derrick Kazimierski 7479 New Ridge Road Hanover MD 21076 Telephone: 410-647-2321 x134 Toll Free: 800-827-3490 Fax: 410-647-8827 Email: derrick.kazimierski@coachusa.com <i>CSS expires 8/2/2019</i></p>	<p>Rill's Bus Service, Inc. Attn: Dianne L. Grote 218 Dutrow Road Westminster MD 21157</p> <p>Toll Free: 800-801-7530 Telephone: 410-876-7530 x101 Fax: 410-876-3778 Email: dgrote@rillsbuservice.com <i>CSS expires 8/15/2019</i></p>

<p>Eyre Bus Service, Inc. Attn: Brad Eyre 13600 Triadelphia Road P.O. Box 239 Glenelg MD 21737</p> <p>Telephone: 410-442-1330 x3210 Toll Free: 1-800-321-3973 Fax: 410-442-1052 Email: brad@eyre.com <i>CSS expires 4/30/2018</i></p>	<p>Shore Motor Coach, LLC Attn: Ronald Dillon, Sr. 1344C West Nursery Road Linthicum MD 21090</p> <p>Telephone: 410-589-0600 Fax: 410-589-0602 Email: shoremotorcoach@gmail.com <i>CSS expires 8/15/2019</i></p>
<p>Gunther Charters Inc. Attn: Tom Banister 7474 Shipley Avenue P.O. Box 348 Hanover MD 21076 Telephone: 410-761-3757 Toll Free: 1-800-888-1228 Mobile: 443-829-4450 Fax: 410-766-5477 Email: tom@gunthercharters.com <i>CSS expires 8/31/2018</i></p>	

REFER QUESTIONS TO: Laly Bowers, Buyer II, 301-279-3637

Approved: _____

Barbara Regalia, CPPB, Team Leader

BR

CSS MOTOR CARRIER SAFETY REVIEW ACCESS AGREEMENT

This Agreement for Services ("this Agreement" or "this Contract") is made and entered into to be effective the 9th day of May, 2017 (the "Effective Date") between Consolidated Safety Services, Inc (CSS) located in Fairfax, Virginia and Montgomery County Public Schools, a system of schools established and operated by the Board of Education of Montgomery County ("Customer" or "MCPS") located in Montgomery County, Maryland.

Customer desires to utilize Motor Coach Carriers/Charter Bus Carriers (Carriers) that have submitted to and completed CSS Motor Carrier Safety Review (MCSR) with a Pass Rating, among other requirements and considerations internal to the Customer. Customer also desires CSS to provide monthly monitoring of the Federal Motor Carrier Safety Administration's (FMCSA) safety ratings for the related Carriers and to provide notification to Customer of any adverse change in the Carriers' FMCSA's safety ratings.

In consideration of Customer agreeing to the following terms and conditions, CSS will provide to Customer the results of MCSRs as available with Carriers' permissions, and will provide monthly monitoring of the related Carriers' FMCSA safety ratings with notification to Customer of adverse changes to the Carriers' FMCSA safety ratings as available at time of monthly monitoring, as outlined below (the "Services"):

1. CSS's Motor Carrier Safety Review (MCSR). CSS's MCSR assesses, at the time of Review, compliance with regulatory requirements of the FMCSA and applicable sections of the Federal Transit Administration (FTA) and industry best practices. CSS will schedule MCSRs at Carriers' sites. CSS will send trained Inspectors to perform the MCSRs. CSS relies upon the Carriers to make available all facilities in an open manner to facilitate the MCSR. Inspectors will review a sampling of records such as drivers' records, certifications, and registrations; vehicle and contract carrier lease agreements; bonds; and financial documents. CSS relies on the Carriers, their employees, contractors and other representatives to answer all of the Inspectors questions honestly and completely and provide the records to be sampled as requested by the Inspector. The CSS MCSR is subject to the specific services summarized in Exhibit A attached hereto and incorporated herein by reference. Upon conclusion of the MCSR, CSS will provide a report, detailing the results of the MCSR to the Carrier and, with the Carrier's permission, to the Customer. CSS is not responsible for identifying or documenting safety violations, accidents, incidents or other actions of carriers following completion of the MCSR.

2. Monthly Monitoring. CSS will provide monthly monitoring (once per month on or about the 1st day of the month) of the related Carriers' FMCSA safety ratings with notification to Customer of adverse changes to the Carriers' FMCSA safety ratings as available at the time of the monthly monitoring.

3. Warranties, Guaranties, Limitation of Liability. Even though a Carrier may be found to be in compliance at the time of review, CSS makes no warranties, expressed or implied, guarantees or representations regarding the overall safety of the Carrier; that after the review, the Carrier will continue to be in compliance, will maintain safety levels, that an accident or mechanical failure will not occur, or that the Carrier's employees or its drivers will continue to maintain their qualifications in order to operate a vehicle. CSS must indemnify and hold MCPS harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered by any reason of, or incurred due to or

occasioned wholly or in part by, to CSS's gross negligence in performing the Services outlined in this Agreement, subject to the specific services summarized in Exhibit A, or its violation of any applicable legal requirement. In case any action or proceeding is brought against MCPS by reason of the foregoing, CSS must reimburse MCPS the cost of defending such action or proceedings, or upon MCPS' written demand and at CSS's sole cost and expense, CSS must defend such action and proceeding by counsel approved by MCPS. The negligence of any agent, subcontractor or employee of CSS is deemed to be the negligence of CSS. CSS is not liable for any accidents, mechanical failure, damages, claims, injuries, deaths, acts or omissions, or negligence occasioned wholly by Carriers utilized by MCPS, their employees, drivers, agents, or the negligence of third parties. To the extent permitted by law, MCPS shall hold CSS and its shareholders, officers, directors, reviewers, employees, and agents harmless from any such liability arising from gross negligence occasioned wholly by Carriers utilized by MCPS, their employees, drivers, or agents. Except as specifically provided in this Agreement, the Services and any data and information obtained through or otherwise in connection with the Services are provided "as-is," without warranty of any kind, express or implied, including, but not limited to, warranties of performance, merchantability, fitness for a particular purpose, accuracy, omissions, completeness, currentness, and delays. Except as specifically provided in this paragraph, Customer's exclusive remedy and CSS's entire liability under this Agreement, if any, for any claim(s) for damages related to or otherwise arising out of the Services or any data and information obtained through or otherwise in connection with the Services, whether based in contract or negligence, shall be limited to the aggregate amount of fees paid by Customer under this agreement during the 12 month period preceding the event giving rise to such claim. Except as specifically provided in this paragraph, CSS shall not be liable to Customer for any claim(s) relating in any way to (i) the Customer's use of any data and information obtained through or otherwise in connection with the Services; or (ii) any lost profits or other consequential, exemplary, incidental, indirect or special damages relating in whole or in part to the Customer's rights under this agreement or use of, or inability to use, the Services and/or any data and information obtained through or otherwise in connection with the Services, even if CSS has been advised of the possibility of such damages. Except as specifically provided in this paragraph, CSS makes no warranty that access to the Services will be uninterrupted, secure, complete, timely or error free. Nothing herein shall be construed to abrogate, impair, or waive any defense, liability or damages limitation, or governmental immunity of MCPS pursuant to Maryland law, or otherwise. Any cost, expense, or liability of MCPS is subject to the availability of appropriations from its funding authorities. For the purposes of this paragraph, MCPS includes MCPS, a system of schools operated by the Board of Education of Montgomery County, the Board of Education, and its officers, officials, agents, and employees. This provision shall survive termination or expiration of the Agreement.

4. Unrated Motor Carriers. Customer shall notify unrated Carriers that they must obtain a CSS MCSR with a Pass Rating (or must have already obtained a CSS MCSR within the past 2 years with a Pass Rating) among the other internal requirements and considerations of the Customer for contracting with Motor Coach Carriers.
5. Pricing. For the term of this Agreement beginning on the Effective Date, Customer shall pay \$0.00 (zero dollars.)
6. Payment. Not Applicable

Exhibit A

Summary of Services:

The MCSR performed by CSS includes:

On-site Reviews

CSS will evaluate the Carriers' overall transportation program to include administrative procedures, training, hiring, record-keeping, and compliance with the Federal Motor Carrier Safety Regulations (FMCSR). The records review and verification component includes an evaluation of two functional elements of a carrier's operation:

1. Operational compliance and safety management controls
2. On-road performance

CSS inspectors will review documentation such as certifications, authorities, and registrations; vehicle and contract carrier lease agreements; bonds; and financial responsibility. The MCSR evaluates the carrier's compliance with the regulatory requirements of DOT's six evaluation factors (Part 385 Safety Fitness Procedures of FMCSR). Safety and compliance factors include the following:

- Factor 1 – Operations; 49 CFR Parts 385, 390
- Factor 2 – Drivers' Qualifications; 49 CFR Parts 382, 383, 391
- Factor 3 – Drivers' Hours of Service; 49 CFR Part 395
- Factor 4 – Maintenance and Vehicle Operations; 49 CFR Part 393, 396
- Factor 5 – Hazardous Materials; 49 CFR Part 397 (generally not applicable)
- Factor 6 – Accident (crash) Involvement; 49 CFR Part 385, 390

"Critical" and "acute" violations are used to identify a significant level of violation. Specific critical violations are identified in Appendix A to Part 385 of the FMCSR and are regulations where noncompliance relates to management and/or operation controls. These are indicative of breakdowns in a carrier's management controls and indicate a pattern of violation. Additionally, CSS has identified certain other transportation safety industry best practices that are important to safe operations. Acute regulations are those where noncompliance is so severe as to require immediate corrective actions by a motor carrier regardless of the overall basic safety management controls of the carrier.

Furthermore, four distinct areas of performance are measured for the 12-month period prior to the MCSR. Excessive poor performance in any area may adversely affect a review's results. These four performance areas include:

- Drivers' out of service (OOS) rates relative to hours of service regulations (Factor 3)
- Drivers' OOS rates relative to qualifications and drug/alcohol use (Factor 2)
- Vehicle defect, OOS rates relative to maintenance (Factor 4)
- Crash rates (Factor 6)

Inspectors will conduct an out-briefing with appropriate Carrier representatives to present findings including any violations and/or other operational deficiencies that were noted, with emphasis on any critical or acute regulatory violations and security issues. The out-briefing is a vital component of all reviews as it provides an educational opportunity and affords the Carrier the opportunity to provide any further evidence to clarify or dispel any violations or concerns.

Compliance Review Report

CSS inspectors prepare a report after each MCSR review. The report will include:

- Executive Summary
- Factor Summaries
- Violations
- Regulatory guidance given to the carrier to obtain compliance

CSS will assign an overall Pass/Fail Rating, using a five-tiered methodology determined by violations and other issues, and with the Carrier's permission, submit the final report indicating either a Pass or Fail rating. The Customer will then determine if the carrier is placed on their Approved Motor Coach Carrier/Charter Bus Carrier List.

7. Term and Termination. The term of this Contract shall be from the date hereof through June 30, 2020. Either party may terminate this Agreement at any time upon providing written notice to the other party.
8. Limitations. Customer shall not copy, download, scrape, store, publish, transmit, retransmit, distribute, transfer, disseminate, broadcast, circulate, sell, resell or otherwise use the information or data, or any portion of the information data, received through the Services, in any form or by any means, except in connection with its internal deliberations and decision making regarding its requirements with respect to Motor Coach Carriers and except as may be required by applicable law (including but not limited to applicable public records laws of the State of Maryland). All rights, title and interest in the Services and data received through the Services, are and will continue to be the exclusive property of CSS for use by its Customers as allowed by this Agreement.
9. Confidentiality. Except with respect to making decisions in connection with Customer's requirements for Carriers and except as may be required by applicable law (including but not limited to applicable public records laws of the State of Maryland), Customer agrees not to use or disclose to any third party (other than its employees that are acting on behalf of Customer) any information or data received through the Services, including any non-public data regarding any motor carrier or any rating results. Any request of a motor carrier to Customer for any such data or information shall be referred to CSS and promptly reported to CSS.
10. Miscellaneous. This Agreement embodies the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Except for claims relating to improper use of the Service or data and information obtained through the Service, no claim, regardless of form, which in any way arises out of this Agreement, may be made, nor such claim brought, under this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it. This Agreement shall be governed by and construed in accordance with the Laws of the State of Maryland without giving effect to any choice of Law or conflict of Laws rules or provisions that would cause the application of the Laws of any jurisdiction other than the State of Maryland. In the event of any dispute or controversy between CSS and the Customer, relating to the interpretation of this Agreement or to the transactions contemplated hereby, each party shall be responsible for its attorneys' fees and expenses incurred by such party. CSS's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like. Neither this Agreement nor any part or portion may be assigned, sublicensed or otherwise transferred by Customer without CSS's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

This Agreement is entered into by each of the parties effective as of the Effective Date.



CSS-Dynamac

Scientific Minds. Common Sense Solutions.

Consolidated Safety Services, Inc.

Dixie K. Harvey
Signature

Dixie K. Harvey, VP Contracts

5-24-17
Printed Name Date

Customer

Jack R. Smith
Signature

Jack R. Smith, Ph.D.
Superintendent of Schools

5/11/17
Printed Name Date

Customer's Point of Contact Information:

Primary Contact: LALY Bowers

Phone Numbers: 301-279-3637

E-Mail Address: LALY.A.Bowers@MCPSMD.org

Alternate: Tinamarie Booth

Tinamarie.M.Booth@MCPSMD.org



MONTGOMERY COUNTY PUBLIC SCHOOLS

www.montgomeryschoolsmd.org

MARYLAND

301-279-3555

March 30, 2017



RFP Number: 4396.1
Due Date: April 28, 2017
Open Time: 2:00 p.m.

To: Prospective Offerers:

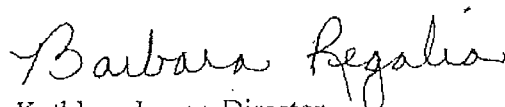
On behalf of the Board of Education of Montgomery County, Maryland, Montgomery County Public Schools (MCPS) is soliciting a Request for Proposal (RFP) to prequalify school bus/motor coach contractors with certified personnel and equipment to provide safe, reliable and efficient transportation services to students for trips as part of educational and extracurricular programs.

Please respond according to the instructions provided in the attached. Proposals must be received on or before 2:00 p.m., on Friday, April 28, 2017. Proposals received after this date and time will not be considered. Proposals shall be delivered in a sealed opaque envelope with the RFP number, opening date and opening time indicated in the lower left corner of the envelope. Proposals shall be delivered to Montgomery County Public Schools Procurement Unit, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850.

The contractor must submit one (1) original, one (1) redacted copy, one (1) electronic version on CD or flash drive and three (3) separate copies of the proposal. The proposal must be signed by an official having authority to contract with MCPS. The firm and official's name shall be used. This solicitation does not commit the district to pay any costs incurred in the submission of proposals or guarantee that an award will be made.

In the event of emergency closing of the MCPS Board of Education offices, this bid will open at the same time on the next regular working day.

Sincerely,


for Kathleen Lazor, Director
Department of Materials Management

KCL:br
Enclosure

Procurement Unit

45 West Gude Drive, Suite 3100 ♦ Rockville, Maryland 20850-9999

MONTGOMERY COUNTY PUBLIC SCHOOLS

Request for Proposal #4396.1, Contracted Bus Services

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MidAtlantic Purchasing Team Rider Clause

MCPS General Contract Articles

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Attachment F

Department of Materials Management
MONTGOMERY COUNTY PUBLIC SCHOOLS
Procurement Unit, Suite 3100
45 West Gude Drive
Rockville, Maryland 20850

Request for Proposal #4396.1, Contracted Bus Services

1.0 INTENT

On behalf of the Board of Education of Montgomery County, Maryland, Montgomery County Public Schools (MCPS) is soliciting a Request for Proposal (RFP) to prequalify school bus/motor coach contractors with certified personnel and equipment to provide safe, reliable and efficient transportation services to students for trips as part of educational and extracurricular programs.

2.0 BACKGROUND

MCPS is the 17th largest school system in the United States, and the largest in the state of Maryland. During the 2017–2018 school year, it is projected that MCPS will serve more than 159,000 students from 157 countries speaking 138 languages. With a Fiscal Year (FY) 2017 Operating Budget of approximately \$2.46 billion, MCPS employs more than 22,500 employees. Among the 204 schools that MCPS operates, 37 are National Blue Ribbon schools. Six MCPS high schools rank in the top 200 of *The Washington Post's* 2015 High School Challenge, and all 25 MCPS high schools appear on this list, which only includes the top 11 percent of high schools in the country. MCPS has one of the highest graduation rates among the nation's largest school districts, according to an *Education Week* report. In 2010, MCPS was the recipient of the Malcolm Baldrige National Quality Award, the highest presidential honor given to American organizations for performance excellence.

MCPS schools may utilize contracted bus carriers to transport students for field trips and other school-sponsored activities to destinations that are local within Montgomery County, outside Montgomery County but within the state of Maryland, or out of state, including overnight trips. In FY 2016 MCPS requested 784 trips with approved outside bus carriers. MCPS has a large fleet of school buses that can be used to provide extracurricular, sports and other kinds of trips for schools on a cost recovery basis. However, most of these buses transport students between home and school each morning and afternoon on school days, and therefore they are only available during limited windows of availability between and after their normal runs. Schools wanting trips during the busy times for MCPS school buses, or that want more comfortable, restroom equipped coaches for longer distances or other reasons, look to private bus companies to provide such services.

3.0 SCOPE OF SERVICES

- 3.1** This RFP is prequalify school bus/motor coach contractors to provide student transportation for trips for MCPS. Prices submitted will establish a pricing matrix from which prequalified contractors will quote costs for specific trips to MCPS schools/offices.
- 3.2** The requirements listed are intended as an aid to contractors and to acquaint them with what is required to execute the work on this contract. The awarded contractor(s) shall furnish all materials, supervision, labor, equipment and other facilities necessary and properly provide services in accordance with the specifications in this RFP.

- 3.3 Contractors shall include evidence that they maintain a permanent place of business and shall submit copies of any and all appropriate and applicable licenses, federal, state and local laws and ordinances, necessary to perform this work with their proposal, including their U.S. Department of Transportation (USDOT) number.
- 3.4 Consideration will be given to any previous performance with MCPS as to the quality and the acceptability of contractor's services.
- 3.5 Contractors shall complete, at their sole expense, a Motor Carrier Safety Review (MCSR) to be performed by Consolidated Safety Services (CSS) or another comparable organization or entity approved by MCPS in its sole discretion. Based on the results of the MCSR, CSS will assign the contractor either a "pass" or "fail" rating. A contractor must have a "pass" rating in order to be approved by MCPS to provide transportation services. To maintain its approved status as a MCPS prequalified contractor, the awarded contractors agree to periodically permit to a re-inspection by CSS, once every two years or as required by MCPS. Contact CSS at the address below for certification details.

Consolidated Safety Services
Contract Administration
10301 Democracy Lane
Fairfax, VA 22030
Phone: 540-533-1450

Contact: CJ McAllister, CMcAllister@css-inc.com

CSS will assign an overall Pass/Fail Rating, using a five-tiered methodology determined by violations and other issues, and submit the final report indicating Pass (1, 2, or 3), or Fail (4 or 5) ratings.

At all times during the term of this contract, the awarded contractor(s) and their motor coach operators shall be registered, qualified, and in compliance with all regulations of all applicable governmental agencies, including either the Federal Motor Carrier Safety Agency (the "FMCSA") for motor coach operators or the appropriate state agency governing bus or motor coach operator safety in the state in which the contractor operates for intrastate carriers

All awarded contractors must submit a CSS pass/fail inspection certification current within the past two years and provide any infringements that could jeopardize the safety of our students with their submission, See 8.0 Format of Response/Mandatory Submissions. In addition, awarded contractors are required to report to MCPS any conditions or driving violations that could result in failing the CSS MCSR, within five days of when the violation occurred or when the awarded contractor became aware of the violation, whichever is earlier.

3.6 Driver Qualifications:

The awarded contractor(s) shall, at all times, provide experienced, qualified, courteous, and properly licensed drivers in the performance of their obligations under this contract, who shall carry out the duties within reasonable standards of decorum. Upon the request of MCPS, the awarded contractor(s) shall promptly provide the drivers' licensing information and driving records to MCPS.

- The awarded contractor(s) shall meet all CSS driver requirements and shall have on file and available for audit documents that verify all personnel involved in the performance of the contracted services have been certified through a background check process, that includes fingerprinting, background investigation, and drug-free testing.
- Awarded contractors are prohibited from assigning registered sex offenders and individuals convicted of sexual offenses, child sexual abuse, and other crimes of violence as a driver for an MCPS trip or performing any other function that would place them in proximity to MCPS students.
- Bus drivers shall meet all licensing requirements of Maryland and/or any other applicable state Motor Vehicle Administrations in which they operate.
- Drivers shall observe the highest possible standards of safe driving at all times and strictly comply with the rules of the road and all provisions of the Motor Vehicle Administrations of Maryland and/or any other applicable state in which they operate.
- The awarded contractor(s) and bus drivers shall take every precaution to insure the safety of passengers. The use of tobacco by any person while performing their bus duties is absolutely prohibited. The use of intoxicants, narcotics, or any other controlled substance by any person while driving a school bus/motor coach or during a reasonable period before driving a school bus/motor coach is absolutely prohibited. The presence of any intoxicants, narcotics, or any other controlled substance, in or upon a school bus/motor coach, is absolutely prohibited. The awarded contractor will be expected to prohibit any employee found in violation from performing services under its agreement with MCPS. In the case of a violation by an awarded contractor, such violation shall be cause for termination of the awarded contractor's agreement with MCPS.
- All drivers must meet all federal and state Commercial Driver's License requirements.
- All drivers must abide by all policies and procedures established by MCPS.

3.7 School Bus Qualifications:

- All school buses owned by awarded contractors and provided for transportation services utilized by MCPS will comply with all USDOT, Maryland Motor Vehicle Administration (MVA), Code of Maryland Regulations (COMAR), and MCPS requirements for school buses.
- Awarded contractor(s) shall maintain all buses in a clean, safe and acceptable condition. MCPS reserves the right to make periodic inspections of buses. Buses provided by the awarded contractor(s) shall be Maryland certified, MSDE and Maryland MVA under COMAR 13A.06.07.11.B and D, and less than 12 years old. Proof of age must be provided.
- Buses shall be equipped with two-way radios, cellular telephones, or like equipment that will enable communication between MCPS and the vehicle driver and/or the contractor's home base.
- Buses must be kept locked at all times to protect personal property if unoccupied by bus driver.
- Buses must be designated as and operated as non-smoking buses.

3.8 Motor Coach Qualifications:

- All motor coaches provided by the awarded contractor for transportation services will comply with all USDOT, MVA, COMAR, and MCPS requirements.
- Contractor shall maintain all buses in a clean, safe and acceptable condition. MCPS reserves the right to make periodic inspections of buses.
- Buses must be equipped with passenger seat belts.
- Buses must be designated as and operated as non-smoking buses.
- Buses shall be equipped with two-way radios, cellular telephones, or like equipment that will enable communication between MCPS and the vehicle driver and/or the company's home base.
- Buses shall have overhead storage space and standard cargo/luggage compartments under the bus.
- Buses must be equipped with a GPS Tracking System.
- Buses shall be equipped with operable equipment and amenities, including reclining seats, heating, air conditioning, public address system, TV monitor and/or electronic video players with viewable screens from each seat, WIFI capabilities and must be in excellent working condition. bus lavatory facilities must be completely functioning and clean.
- Buses provided by the awarded contractor(s) shall be less than 10 years old. Proof of age must be provided when requested.
- Buses must be kept locked at all times to protect personal property if unoccupied by bus driver.

3.9 Subcontractors:

- Awarded contractor(s) shall not assign its contract with MCPS, or any part of it, without the written consent of both the MCPS Director of Transportation and the MCPS Director of Materials Management or their designees, and any such substitutes must submit and maintain certification from **Consolidate Safety Services (CSS)**.
- If a subcontractor is approved by the MCPS Director of Transportation and the MCPS Director of Materials Management or their designees, the primary contractor shall be fully responsible to the Board for any acts and omissions of their subcontractors and of persons directly or indirectly employed by them.
- Nothing contained in these contract documents shall create any contractual relation between any subcontractor and MCPS.
- In the event that a lift bus is required, the awarded contractor may subcontract a lift bus from an approved MCPS contractor.
- In the event of an emergency that occurs during a trip, the awarded contractor is expected to notify the trip coordinator and report resolution of the emergency required to safely transport MCPS students to the destination. The awarded contractor is to make every attempt to secure a CSS certified subcontractor, at a minimum, and is required to secure a subcontractor that meets all USDOT, MVA, and COMAR requirements. Any contractor substitutions required due to an emergency and beyond one (1) day shall require written approval by the Director of Transportation or their designee.

3.10 Contract Compliance

- Contractors must provide their Federal Motor Carrier (MC) number that represents the

interstate operating authority issued by the Federal Motor Carrier Safety Administration (FMCSA).

- Contractors must provide their U.S. Department of Transportation (USDOT) number.
- Contractors must provide evidence that they have a driver drug/alcohol testing program that complies with FMCSA regulations
- Contractors shall promptly advise MCPS upon becoming aware of an impending Change of Control, and MCPS may, upon written notice, terminate the contract award at any time if it becomes aware of a Change of Control of which it does not approve. **"Change of Control"** means (a) the consummation of a reorganization, merger or consolidation or sale or other disposition of substantially all of the assets of Vendor or (b) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under such Act) of more than 50% of either (i) the then outstanding shares of common stock of Vendor; or (ii) the combined voting power of the then outstanding voting securities of Vendor entitled to vote generally in the election of directors.
- Contractors must comply with the FMCSA driving limitations as established by federal regulations. All drivers shall comply with applicable hours of service requirements.
- Contractors must provide accessible bus/motor coach service to passengers with disabilities when provided with 48-hour advance notice of the need for accessible service. With the 48-hour notice, the contractor must provide accessible service to include a bus/motor coach equipped with a wheelchair lift when required for passengers who are unable to board the bus/motor coach without the use of a wheelchair. The bus/motor coach must also be equipped with a specified location and equipment for securing the wheelchair.
- Contractors must comply with the FMCSA regulations on periodic safety inspections of all motor coaches in their fleet.
- Contractors must systematically inspect, repair, and maintain all buses subject to their control per the FMCSA and any applicable state regulations.
- In the event of a roadside emergency, such as an accident or breakdown, the awarded contractor(s) shall have immediate access to a substitute bus and/or substitute driver. The substitute bus/driver must meet the same criteria as originally required in RFP solicitation.
- Vans **shall not** be used for transporting any students.
- Americans with Disabilities Act (ADA) Compliance: Specifically all awarded contractor(s) working with MCPS will comply with the Federal Regulations.

3.11 Booking/Ordering Process

- MCPS schools and/or departments will request a reservation/cost proposal using the Transportation Quotation Form, Attachment A. It is best practice for MCPS schools and departments to obtain a minimum of three transportation quotations from the awarded contractors.
- Awarded contractor(s) shall provide the requested cost proposal within 3 days business. Awarded contractor(s) shall include itemized pricing to demonstrate that their cost proposal is consistent with the pricing requirements set forth in this RFP and the awarded contractor(s) response.
- The parties acknowledge that this process is nonexclusive and that MCPS is not obligated to purchase services from the awarded contractor(s) and may purchase comparable services from other bus or motor coach operators even if the awarded contractor(s) do provide a

quote.

- There shall be no minimum fees or surcharges of any kind allowed.
- To maintain qualification status, the awarded contractor(s) shall respond to every request for quote. If the awarded contractor(s) are unable to provide a quote, they must submit a "no quote" response and include a reason. Awarded contractor(s) that do not respond to requests for quotes on more than two occasions may be subject to qualification termination or non-renewal.
- Schools and/or department may cancel bus/motor coach trips at no charge or penalty if the contractor is notified 10 business days in advance of the trip.
- Contractor(s) shall arrive and depart from designated pick-up location specified by MCPS.
- The contractor, at the beginning of the trip, shall provide the bus driver's cell phone number to the trip coordinator, as well as an additional 24-hour emergency contact phone number.
- The bus must remain with the MCPS trip group, if requested; otherwise the MCPS trip coordinator will identify that a drop off and pick up from the venue is required at specific times.
- The trip itinerary and pick-up and drop off times will be trip specific.
- Awarded contractor(s) agree to provide reliable and safe bus or motor coach transportation and related services to MCPS consistent with all the details provided in the Transportation Request. Without limiting the foregoing, the bus or motor coach operators provided by the contractor to MCPS shall be of such size and shall be equipped with such options, features, and facilities as is set forth in the applicable Transportation Request (See Attachment _).

The parties acknowledge that the process contemplated above may involve the exchange of automatically generated forms that may contain terms inconsistent with the parties' intentions set forth above. Notwithstanding the order of the exchange of any of the above-referenced documents, it is the intention of the parties and the parties agree that:

In the event the Transportation Request and/or the Quote contain any terms or conditions that conflict, the language related to terms and conditions as found in the agreed upon contract with MCPS shall take precedence as set forth in Section 4.0 below:

- (i) The Transportation Request and the Quote may not introduce any new term or condition to the agreement between the parties other than the price for the requested services;
- (ii) Notwithstanding item (i) above, if more than one document specifies a standard of care or performance from the awarded contractor, whichever document requires a higher standard of care or performance from the contractor shall control.

3.12 The contractor shall have and maintain at all times during the term of this Contract liability insurance in the amount of \$5,000,000 with a highly rated national insurance company and shall provide the Customer with a current copy of the certificate of insurance naming the Customer as an insured. All driving staff shall be provided and prepared with accurate routing information for each planned trip.

3.13 Liquidated Damages. The contractor acknowledges and agrees that MCPS has obligations and will incur expenses with respect to the activities for which it requires the bus or motor

coach transportation and other services from the contractor and that MCPS will suffer damages as a result of the contractor not meeting its obligations with respect to non-safety quality and capacity considerations specified in this contract and the Transportation Request, which damages are difficult to calculate. Consequently, if MCPS elects to receive the services notwithstanding the contractor not meeting any requirement set forth in the Transportation Request, then as a liquidated damage and the contractor's sole and exclusive remedy for any such damage resulting from a breach of any non-safety related obligations of the contractor identified below, and without addressing or limiting the applicability of the indemnification provisions set forth in Article 33 of the MCPS General Contracting Articles or the remedies MCPS may have for damages resulting from a breach of this contract unrelated to the items listed below or in the event MCPS cancels its trip because of such breach, the contractor agrees that MCPS may withhold from its payment (or contractor shall refund if there was a prepayment) the percentage specified of the total amount MCPS agreed to pay the contractor for the applicable services under the relevant Completed Purchase.

Liquidated Damage Topics and Percentage

Issue	Percentage of Total Trip Price per Bus or Motor Coach as Liquidated Damages
Unsanitary Bus arrival (includes restroom)	5%
Bus missing DVD player/Wi-Fi (per bus)	5%
Bus restroom not operational (per bus)	50%
Bus missing disability requirements (per bus)	50%
Bus under size (per bus)	50%
Mechanical breakdown not corrected within 45 minutes (per bus)	50%
Substitution of equipment or subcontractor without permission (per bus)	50%

- 3.14 MCPS reserves the right, at its sole discretion, to: (a) use its own school bus vehicles for trips; and (b) add award contractors who meet the terms and conditions of this RFP no less than bi-annually throughout the term of this contract.

4.0 CONTRACT TERM

The initial term of the agreement with awarded contractor(s) shall be for two years. However, the contract may not begin until one day after approval by the Board of Education of Montgomery County. MCPS reserves the right to cancel the contract in whole or in part at any time in accordance with Article 26, MCPS General Contract Articles. MCPS also reserves the right to cancel the contract with a specific contractor for failure to comply or failure to fulfill the terms of this contract. MCPS reserves the right to extend this contract at existing prices, terms, and conditions for up to three additional two-year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the awarded contractor(s) within 90 days prior to the expiration of the original contract. The awarded contractor(s) shall have ten (10) days from the date of notification to return the notice acknowledging their intent to accept or reject the extension.

Once all responses are evaluated, MCPS staff may make a recommendation to the Board of Education to extend the contract or decide to rebid. If the contract is extended by the Board of Education, a contract amendment will be issued.

The awarded contractor(s) may not enter into an agreement with a MCPS school or department that is inconsistent with the terms of this RFP, including the pricing proposal, and the MCPS General Contracting Articles; in the event of a conflict, this RFP and the MCPS General Contracting Articles shall take precedence over any individual school or department agreement consistent with Section 3.11 above. This RFP and the MCPS General Contracting Articles also shall take precedence over any policies, terms and conditions, user agreements, or other documents issued by the awarded contractor(s) and in effect at the time of this contract or thereafter, unless otherwise expressly agreed in writing by the parties.

5.0 REFERENCES

All bidder proposals shall include a list of school districts and schools that use their services and a minimum of three references **from current clients** who can attest to the firm's quality of work. Include names of client, contact person, email address and phone number of all references.

References may or may not be reviewed or contacted at the discretion of MCPS. Typically, only references of the top ranked short listed offerors are contacted. MCPS reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.

	<u>Company Name & Address</u>	<u>Contact Person</u>	<u>Phone Number</u>
1.	_____		
	Email _____		
2.	_____		
	Email _____		
3.	_____		
	Email _____		

6.0 PRICES

- 6.1 Contractors shall enter their price rates on the Pricing Proposal sheet, Attachment B. There are four categories and three main classifications within each category. Contractors may propose a rate in as many categories and in as many classifications-per-category as their rate structure warrants.

The categories are:

- Maryland Certified School Bus Local Travel
- Maryland Certified School Bus Long Distance Travel
- Motor Coach Bus Local Travel
- Motor Coach Bus Long Distance Travel

Local travel is within 50 miles of the school. Long distance is beyond. All rates proposed in response to this solicitation will be applied as portal-to-portal.

The classifications-per-category are:

Flat Rate: Monday thru Friday, Saturday, Sunday

Hourly Rate: Monday thru Friday, Saturday, Sunday

Mileage Rate: Monday thru Friday, Saturday, Sunday

- 6.2 Contractors must submit rates on the Pricing Proposal Sheet, Attachment B, only. Proposals received with altered formats will be considered as non-responsive and ineligible for award.
- 6.3 Contractors may offer a proposal in as many categories as appropriate to them.
- 6.4 In quoting specific trips to MCPS schools/offices, the awarded contractor(s) will be free to choose whichever category and whichever classification or combination of classifications are appropriate to them. The awarded contractor(s) must, however, quote the rates that they have proposed in this RFP.

7.0 FORMAT OF RESPONSE/MANDATORY SUBMISSIONS

Each offeror must submit a complete proposal including all required information and attachments. The response shall address each paragraph in the same order as the RFP and provide an individual response to each RFP specification. All proposals must be presented using the same numbering sequence and order used in this RFP document or as otherwise specified by MCPS. Offerors may request via e-mail to Barbara Regalia, Team Leader, MCPS Procurement Unit at Barbara_Regalia@mcpsmd.org, a Microsoft Word version to help them in preparing the response.

One (1) original and three (3) copies as well as one electronic version on CD or flash drive and one (1) redacted copy of responses must be sent by mail, courier or hand-delivery and shall be in binders with tabs identifying each section. A table of contents should be included and all pages numbered as referenced in the Table of Contents. No faxes of proposals will be accepted. Proposals are to be received no later than 2:00 p.m. on Friday April 28, 2017. Submit responses of the entire RFP proposal to:

Montgomery County Public Schools
Procurement Unit
45 West Gude Drive, Suite 3100
Rockville, MD 20850

Submissions will become the property of MCPS.

The proposal must be signed by an official having authority to contract with MCPS. The firm and the official's name shall be used in the contract process.

After the submission and closure of proposals, no information will be released until after the award. It is understood that the bidder's proposal will become a part of the official file on this matter without obligation to MCPS.

The proposal must be complete and comply with all aspects of these specifications. Marketing or promotional verbiage will likely overshadow the bidder's qualifications and expertise. MCPS urges contractors to be specific and brief in their responses.

Contractors must include any and all statements and representations made within their proposals in the contract for services with MCPS, unless otherwise agreed upon by MCPS and the bidder during negotiations. This includes, but is not limited to, the bidder's point-by-point response to this RFP. If the bidder answers only "Understand and comply" it is assumed that the bidder complies with MCPS' understanding of the requirement.

MCPS shall not be responsible or liable for any costs incurred by contractors in the preparation and submission of their proposals and pricing.

Complete Response must include:

- Point-by-point Response to each section of the RFP.
- Quotation Form, see 3.11 Booking/Ordering Process, Attachment A.
- Pricing Proposal Sheet (Attachment B)
- CSS Pass/Fail Rating
- Contractor's Questionnaire (See Section 20 below)
- Certificate of Insurance
- Bidder's annual fiscal report in order to demonstrate the vendor's financial stability (If desired, the bidder may also include any other financial documents that the bidder wishes to include regarding the bidder's financial condition. This documentation is not mandatory.)
- Equal Opportunities Certification (Attachment C)
- Certification of Non-segregated Facilities (Attachment D)
- Minority Business Enterprise (Attachment E)
- Non-Debarment Acknowledgement (Attachment F)
- Mid-Atlantic Purchasing Team Rider Clause
- Current Form W-9
- A list of any variances from or objections to the terms and conditions of the MCPS General Contracting Articles, as well as a justification for any such variances or objections.
- A separate redacted copy of offeror's proposal as specified in Sections 8.0 and 9.0.

8.0 TREATMENT OF TECHNICAL DATA IN PROPOSAL

The proposal submitted in response to this request may contain technical data which the bidder does not want used or disclosed for any purpose other than evaluation of the proposal. The use and disclosure of any such technical data, subject to the provisions of the Maryland Public Information Act, may be so restricted:

Provided, that the bidder marks the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend: "Technical data contained in pages __ of this proposal shall not be used or disclosed, except for evaluation purposes."

Provided, that if a contract is awarded to this offeror as a result of or in connection with the submission of this proposal, MCPS shall have the right to use or disclose these technical data to the extent provided in the contract.

This restriction does not limit the right of MCPS to use or disclose technical data obtained from another source without restriction.

MCPS assumes no liability for disclosure or use of unmarked technical data or products and may use or disclose the data for any purpose and may consider that the proposal was not submitted in confidence and therefore is releasable. Price and cost data concerning salaries, overhead, and general and administrative expenses are considered proprietary information and will not be disclosed, if marked in accordance with the instructions in 11.0.

9.0 PROPRIETARY AND CONFIDENTIAL INFORMATION

Contractors are notified that MCPS has unlimited data rights regarding proposals submitted in response to this solicitation. Unlimited data rights means that MCPS 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 the offeror in response to this or any solicitation issued by MCPS. However, MCPS will exempt information that is confidential commercial or financial information of a bidder, as defined by the Maryland Public Information Act, State Government Article, Section 10-617, from disclosure. It is the responsibility of the bidder to clearly identify each part of its proposal 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 bidder agrees that any portion of the proposal that is not stamped as proprietary or confidential is not proprietary or confidential. As a condition for MCPS keeping the information confidential, the bidder must agree to defend and hold MCPS harmless if any information is inadvertently released. Each bidder must submit a proprietary and confidential redacted copy of its proposal to be used in responding to MPA requests.

10.0 EVALUATION CRITERIA

MCPS reserves the right to ask clarifying questions about submitted proposals. Contractors also may ask questions that they may have related to this RFP prior to submitting their responses. See Section 11.0, Schedule of Events. Only proposals received by the deadline will be considered. Proposals will be screened down to a number of finalists.

MCPS reserves the right to convene a meeting with the top qualified bidders or contractors prior to awarding a contract. The purpose of the meeting will be to afford both parties an opportunity to discuss any aspects of the requirements and services that will be performed and clarify any issues. Issues raised during the meeting, which cannot be resolved to the satisfaction of MCPS, shall be cause to reject the proposal.

In determining the qualifications of a bidder, MCPS will consider the bidder's record and performance of any prior contracts with MCPS, federal departments or agencies, or other public bodies, including but not limited to the bidder's record providing contracted bus services to MCPS or other schools or school districts. MCPS expressly reserves the right to reject the proposal of any bidder if the investigation discloses that the bidder, in the opinion of MCPS, has not properly

performed such prior contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractors or employees.

MCPS may conduct any necessary investigation to determine the ability of the bidder to perform the work, and the bidder shall furnish to MCPS all such information and data requested, such as information about its reputation, past performance, business and financial capability and other factors that demonstrate that the provider is capable of satisfying MCPS' needs and requirements for a specific contract. MCPS reserves the right to reject any proposal if the evidence submitted by the bidder or investigation of such bidder fails to satisfy MCPS that such bidder is properly qualified to carry out the obligations of the contract and to complete all requirements contemplated therein. Consideration will be given to any previous performance with MCPS as to the quality and the acceptability of bidder's services. In addition, MCPS reserves the right to make on-site visits of bidder who currently provide contracted bus services during normal business hours to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract.

All bidders submitting a proposal shall include evidence that they maintain a permanent place of business. Copies of any appropriate licenses necessary to perform this work shall be submitted with each proposal. Contractors also shall demonstrate that they have adequate staff to perform the required services. Use of subcontractor(s) and/or third party providers, if any, must be specifically identified within the proposal. Subcontractor and/or third party provider roles shall be clearly expressed. MCPS reserves the right to accept or reject use of proposed subcontractor(s) and/or third party provider(s).

All offerors are advised that in the event of receipt of an adequate number of proposals, which, in the opinion of MCPS require no clarification and/or supplementary information, such proposals may be evaluated without further discussions. Therefore, proposals should be submitted initially on the most complete and favorable terms and conditions. Should proposals submitted require additional clarification and/or supplementary information, contractors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when requested.

Proposals meeting all requisite criteria will be evaluated. Those that do not meet requisite criteria will not be evaluated further. Selection will be made on the basis of the criteria listed below.

1. Completeness of Response
2. Ability to perform (based on the criteria set forth in this RFP, including but not limited to Section 3.0 Scope of Services)
3. References
4. Pricing Sheet
5. Mandatory Submissions, See 7.0

11.0 SCHEDULE OF EVENTS

The anticipated schedule of activities related to this RFP is as follows:

RFP issued:	March 30, 2017
Questions Due:	April 10, 2017, 4:00 p.m.
Responses sent out:	April 18, 2017

Proposals Due: April 28, 2017, 2:00 p.m.
Anticipated award date: June 13, 2017

All dates are subject to change at the discretion of MCPS.

12.0 ADDENDA/ERRATA

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the offeror's responsibility to check the MCPS website under "Event Calendar" <http://coldfusion.mcps.k12.md.us/cfms/webteam/calendar/calendar.cfm?calendarID=mcpsbids> or contact the Procurement Unit at 301-279-3555 to verify whether addenda/errata have been issued. In the event that MCPS issues addenda/errata, all terms and conditions will remain in effect unless they are specifically and explicitly changed by the addenda/errata. Offerors must acknowledge receipt of such addenda/errata by returning one signed copy of each of the addenda/errata with its proposal. Failure to provide the signed acknowledgement of the addenda/errata may result in a bid being deemed non-responsive.

13.0 eMARYLAND MARKETPLACE

As of June 1, 2008, Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace. Registration with eMaryland Marketplace is free. It is recommended that any interested supplier register at www.eMarylandMarketplace.com, regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

14.0 Multi-Agency Participation

MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at the time of contracting. The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Award offeror(s) and this contract shall be binding only upon the principal's signing such an agreement. Invoices shall be submitted "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award offeror. MCPS assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this bid. MCPS pricing is based on the specifications provided in this solicitation.

15.0 INQUIRIES

Inquiries regarding this solicitation must be submitted in writing to Barbara Regalia, MCPS Procurement Unit Team Leader, 45 W. Gude Drive, Suite 3100, Rockville, MD 20850, via fax at 301-279-3173 or email to Barbara.Regalia@mcpsmd.org. Questions are due by 4:00 p.m. on Monday April 10, 2017. Responses will be posted on eMaryland Marketplace and on MCPS' Procurement website on Tuesday April 18, 2017. MCPS will not be responsible for any oral or telephone explanation or interpretation by any agent or employee of MCPS. Any binding information given to an offeror in response to a request will be furnished to all contractors as addenda/errata, if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to the uninformed contractors. Only such addenda/errata, when issued by MCPS, will be considered binding on MCPS. The MCPS Procurement website address is www.montgomeryschoolsmd.org/departments/procurement/.

Contact by bidders with any other MCPS employee regarding this solicitation until the contract is awarded by MCPS will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its RFP response.

16.0 UNNECESSARILY ELABORATE BROCHURES

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work and expensive visual and other presentation aids are neither necessary nor wanted.

17.0 BID PROTESTS

Any bid protests, including appeals, will be governed by the applicable MCPS Procurement Unit Regulations. The burden of production of all relevant evidence, data and documents and the burden of persuasion to support the protest is on the offeror making the protest.

18.0 DEVIATIONS

MCPS plans to enter a contractual agreement with awarded contractor(s) and intends to make the attached MCPS General Contracting Articles a part of the contract, except and unless modified by MCPS. **Articles 29 and 30 are not applicable to this RFP.** Proposals must clearly identify any variances from or objections to the specifications in this RFP and the terms and conditions of the MCPS General Contracting Articles. Lacking any response to the contrary, MCPS will infer that the offeror agrees to the specifications of this RFP and each term and condition of the MCPS General Contracting Articles. In particular, the insurance and indemnification provisions set forth in Section 33 of the MCPS General Contracting Articles are non-negotiable.

19.0 NOTICE TO BIDDERS

The appropriate items below must be completed as part of the RFP. Failure to comply may disqualify your bid. Type or print legibly in ink.

I. BIDDER INFORMATION: As appropriate, check and/or complete one of the items below.

- ☐ 1. Legal name (as shown on your income tax return) _____
- ☐ 2. Business Name (if different from above) _____
- ☐ 3. Tax Identification Number _____

A copy of your W-9 must be submitted with this bid response.

II. BIDDER'S CONTACT INFORMATION: This will be filed as your permanent contact information.

1. Company Name _____
2. Address _____
3. Bid Representative's Name _____
4. Phone Number/Extension _____
5. Fax Number _____
6. Toll Free Number _____
7. Email Address _____
8. Website _____

III. VENDOR'S CERTIFICATION: Upon notification of award, this document in its entirety is the awarded vendor's contract with MCPS. By signing below, the undersigned acknowledges that he/she is entering into a contract with MCPS.

- A. The undersigned proposes to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. This certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same supplies, materials, or equipment, and is in all respects fair and without collusion or fraud.
- B. I hereby certify that I am authorized to sign for the bidder and that all statements, representations, and information provided in this response to the Request for Proposals, including but not limited to the Non-Debarment Acknowledgement, are accurate.

By (Signature) _____

Name and Title _____

Witness Name and Title _____

20.0 CONTRACTOR'S QUESTIONNAIRE**Experience and Capabilities:**

- 1.) Describe in some detail your company's overall qualifications and capacity to provide the services requested in this solicitation.

- 2) Does your company have experience with providing contracted bus services to schools? If yes, please list.

- 3.) List how many employees you currently have on payroll, whether they are part-time or full-time, and how long they have been employed by your company.

- 4.) List how many school buses or motor coach buses that your company currently has in operation. This list shall include the age, seating capacity and all amenities (Wi-Fi), reclining seats, TV monitor and electronic video players with viewable screens from each seat, electric/power to individual seats, restroom facilities) of each bus.

- 5.) Describe your company's fleet inventory plan – will your company be expanding its inventory or downsizing inventory over the term of the contract?

- 6.) Describe your accommodations for physically disabled students.

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- 7.) Describe you company's process for handling roadside emergency situations (breakdowns, accidents).

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- 8.) Please include a contact name for scheduling, including name, title, cell and email address.

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Mid-Atlantic Purchasing Team
Rider Clause

RFP #4396.1, Contracted Bus Services

USE OF CONTRACT(S) BY MEMBERS COMPRISING Mid -Atlantic Purchasing Team COMMITTEE

Extension to Other Jurisdictions

The [Issuing jurisdiction] extends the resultant contract (s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories.

Inclusion of Governmental & Nonprofit Participants (Optional Clause)

This shall include but not be limited to private schools, Parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these good, commodities and/or services.

Notification and Reporting

The Contractor agrees to notify the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

Contract Agreement

Any jurisdiction or entity using the resultant contract (s) may enter into its own contract with the successful Contractor (s). There shall be no obligation on the party of any participating jurisdiction to use the resultant contract (s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue.

Authorization To Extend Contract: RFP #4396.1, Contracted Bus Services

	Yes	No		Yes	No		Yes	No
Alexandria, Virginia			Gaithersburg, Maryland			Rockville, Maryland		
Alexandria Public Schools			Greenbelt, Maryland			Spotsylvania County		
Alexandria Sanitation Authority			Harford County			Spotsylvania County Gov & Schools		
Annapolis City			Harford County Schools			Stafford County, Virginia		
Anne Arundel County			Howard County			Takoma Park, Maryland		
Anne Arundel Schools			Howard County Schools			Upper Occoquan Service Authority		
Arlington County, Virginia			Herndon, Virginia			Vienna, Virginia		
Arlington County Public Schools			Leesburg, Virginia			Washington Metropolitan Area Transit Authority		
Baltimore City			London County, Virginia			Washington Suburban Sanitary Commission		
Baltimore County Schools			Loudoun County Public Schools			Winchester, Virginia		
Bladensburg, Maryland			Loudoun County Water Authority			Winchester Public Schools		
Bowie, Maryland			Manassas City Public Schools					
Carroll County			Manassas Park, Virginia					
Carroll County Schools			Maryland DGS Purchasing					
Charles County Government			Maryland-National Capital Park & Planning Commission					
City of Fredericksburg			Metropolitan Washington Airport Authority					
College Park, Maryland			Metropolitan Washington Council of Government					
District of Columbia Government			Montgomery College					
District of Columbia Water & Sewer Auth.			Montgomery County, Maryland					
District of Columbia Public Schools			Montgomery County Public School					
Fairfax, Virginia			Northern Virginia Community College					
Fairfax County, Virginia			Prince George's Community College					
Fairfax County Water Authority			Prince George's County, Maryland					
Falls Church, Virginia			Prince George's Public Schools					
Fauquier County Schools & Government			Prince William County, Virginia					
Frederick, Maryland			Prince William County Public Schools					
Frederick County, Maryland			Prince William County Service Author					

MCPS GENERAL CONTRACT ARTICLES

<u>No.</u>	<u>Title</u>
1	Description/Specifications
2	MCPS Project Contact
3	Personnel
4	MCPS Contract Administrator
5	Statement of Work
6	Deliverables
7	Price
8	Period of Performance
9	Submission of Vouchers
10	Inspection and Acceptance
11	Payment
12	Withholding of Contract Payments
13	Services of Consultants
14	Publication and Publicity
15	Data Collection and Confidential Information
16	Documentation and Copyright
17	Notice of Delays
18	Excusable Delays
19	MCPS Property
20	Covenant against Contingent Fees
21	Officials Not to Benefit
22	Equal Opportunity
23	Compliance with Local Laws
24	Changes
25	Disputes
26	Termination for Default or for Convenience of MCPS
27	Order of Precedence
28	Severability
29	Bid Performance Bond (Not Required)
30	Performance Bond (Not Required)
31	Nonappropriation of Funds
32	Independent Contractor
33	Indemnification and Insurance
34	Governing Law
35	Obligations Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities
36	Entire Contract
37	Assignment
38	Responsibility for Payment of Taxes

ARTICLE 1. DESCRIPTION/SPECIFICATIONS

For the purposes of these MCPS General Contracting Articles, MCPS includes Montgomery County Public Schools ("MCPS") doing business on behalf of the Board of Education of Montgomery County, as well as the Board of Education of Montgomery County. In addition, the term "contractor" refers to the entity awarded this contract pursuant to authorization by MCPS in accordance with applicable laws.

The contractor shall, in conformance with the provisions set forth herein, furnish all personnel, materials, services, and facilities necessary to perform the requirements of the statement of work and the contractor's proposal.

ARTICLE 2. MCPS PROJECT CONTACT

- a) The MCPS project contact is responsible for the technical aspects of the project and technical liaison with the contractor. The MCPS project contact also is responsible for the review and approval of any and all deliverables including reports, and such other responsibilities as may be specified in the contract.
- b) The MCPS project contact is not authorized to make any commitments or otherwise obligate MCPS or authorize any changes which affect the contract price, terms, or conditions. Any contractor requests for changes shall be referred directly to the director of the Department of Materials Management. No such changes shall be made without the written authorization of the director of the Department of Materials Management.
- c) The MCPS project contact may be changed at any time, but notification of the change, including the name and address of the successor MCPS project contact, will be provided to the contractor in writing.

ARTICLE 3. PERSONNEL

The following personnel of the contractor are considered to be essential to the work being performed. Prior to diverting any of the specified individuals to other programs, the contractor shall notify the MCPS project contact reasonably well in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the contractor without the written consent of the MCPS project contact. However, the MCPS project contact may ratify in writing such diversion; and such ratification shall constitute the consent of the MCPS project contact required by this clause. The following listing may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate. Failure to obtain the approval of the MCPS project contact as required or to propose replacement personnel acceptable to

the MCPS project contact may be cause for termination because of default.

Name_____

Title_____

Name_____

Title_____

Name_____

Title_____

MCPS reserves the right to require that the contractor replace any individual charged to the contract at any point during the contract period if it determines that this action is in its best interests. In such case, the written authorization of both the director of the Department of Materials Management and the MCPS project contact is required. In the notification to the contractor, MCPS shall stipulate the last day the person's time can be billed to the contract or how long the person can be involved in contract activities.

ARTICLE 4. MCPS CONTRACT ADMINISTRATOR

For day-to-day operational problems and for technical questions, the contractor may contact the MCPS project contact.

ARTICLE 5. STATEMENT OF WORK

The contractor agrees, in consideration of the price stated in ARTICLE 7, to do the work described in the contract in a professional manner according to industry/professional standards.

The contractor shall obtain any licenses or permits necessary for performance of the work. In the event the services to be provided by the contractor must by law be provided by individuals who are licensed and/or certified, the contractor shall only assign individuals to provide services under the contract who are licensed and/or certified in accordance with applicable law. Additionally, the contractor shall only assign individuals who have been credentialed by the contractor to provide the specific professional services required by the contract. All such individuals assigned by the contractor to provide services shall maintain their license and/or certification in good standing with current credentials (not under review or subject to suspension) during the entire term of the contract. The contractor shall prior to providing services, submit documentation that the individuals assigned to provide services are properly credentialed and are licensed and/or certified to the MCPS project contact.

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ARTICLE 6. DELIVERABLES

All deliverables shall be submitted to the MCPS project contact according to the kinds and dates indicated in the contract.

ARTICLE 7. PRICE

This will be a firm fixed contract based on the terms and conditions set forth in the contract.

ARTICLE 8. PERIOD OF PERFORMANCE

The initial term of contract shall be for two years. However, the contract may not begin until one day after approval by the Board of Education of Montgomery County (Board of Education). After the initial contract term, MCPS reserves the right to extend for up to three additional two-year terms if agreed to by both parties. If MCPS requests and the contractor agrees to provide additional services not contemplated herein, MCPS agrees to pay the cost of the additional services, as invoiced by the contractor, in accordance with the terms of any future agreement to provide the additional services.

ARTICLE 9. SUBMISSION OF VOUCHERS

All Contracts

The contractor's vouchers shall be approved for payment by the MCPS project contact only after the inspection or other evaluation has been completed by the MCPS project contact and after the MCPS project contact is satisfied that the contractor is performing the work and has prepared the voucher as required by the contract.

ARTICLE 10. INSPECTION AND ACCEPTANCE

MCPS, through any authorized representative, has the right at all reasonable times to inspect, or otherwise evaluate, the work performed or being performed at the premises on which it is being performed. If any inspection or evaluation is made by MCPS on the premises of the contractor or a subcontractor, the contractor shall provide and shall require their subcontractors to provide all reasonable facilities and assistance for the safety and convenience of MCPS representatives in the performance of their duties. All inspections and evaluations shall be performed so that they will not unduly delay the work.

ARTICLE 11. PAYMENT

Within 30 days after receiving of each invoice and accepting the work, MCPS shall, except as provided in this contract, pay for the work performed when approved by the project contact and director of the Department of Materials

Management. A payment schedule will be jointly developed between MCPS and the contractor.

ARTICLE 12. WITHHOLDING OF CONTRACT PAYMENTS

Despite any other payment provisions of this contract, failure of the contractor to submit required reports when due; or failure to perform or deliver required work, supplies, or services; or failure to deliver acceptable work, supplies, or services will result in withholding payments under this contract unless such failure arises out of causes beyond the control and without the fault or negligence of the contractor as defined by the clause entitled "Excusable Delays" or "Termination for Default or for Convenience of MCPS," as applicable. MCPS shall promptly notify the contractor of its intention to withhold payment of any invoice or voucher submitted.

ARTICLE 13. SERVICES OF CONSULTANTS

The contractor is prohibited from using the services of MCPS employees in performing this contract. Former employees may be used, provided that a 12-month period has elapsed since their last employment at MCPS. In accordance with Board of Education Policy BBB, *Ethics*, a former MCPS employee, official, or Board of Education member may not assist or represent the contractor for compensation in any case, controversy, dispute, contract or other specific matter involving MCPS, if that case, controversy, dispute, contract, or other specific matter is one in which the former employee, official or Board of Education member significantly participated as an employee, official, or Board of Education member. Failure to adhere or comply with this requirement constitutes a material breach in which MCPS reserves the right to impose sanctions, up to and including suspension of the contract, withholding of payment, rescission, or termination of the contract.

ARTICLE 14. PUBLICATION AND PUBLICITY

The contractor shall not publish or otherwise publicize the methods employed or results achieved until the work performed has been accepted by MCPS. In addition, the contractor shall not (a) originate any report, publication, publicity, news release, or other announcement, written or oral, relating to this contract; or (b) use any names, trademarks, or logos of MCPS without consultation and consent by MCPS, except as necessary to perform the services in this contract. To the extent that MCPS agrees to any publication regarding this contract, the contractor agrees to abide by the following terms:

- a) The primary purpose is to disseminate information about the work rather than to promote the contractor's accomplishments or knowledge.
- b) Publication or presentation prominently displays or acknowledges MCPS

financial support as follows: (i) the contents of this publication do not necessarily reflect the views or policies of MCPS; and (ii) the mention of trade names, commercial products, or organizations does not imply endorsement by MCPS.

- c) Confidentiality of students and their families is maintained at all times and the contractor abides by all terms and conditions of any data-sharing agreement between the parties.

ARTICLE 15. DATA COLLECTION AND CONFIDENTIAL INFORMATION

Questionnaires, survey instruments, or any other form of data collection from more than nine persons must be reviewed by the MCPS Office of Shared Accountability and approved by the chief academic officer prior to use as required by MCPS Regulation AFA-RA, *Research and Other Data Collection Activities in Montgomery County Public Schools*.

The contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to this project, including but not limited to the requirements of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and its implementing regulations (34 C.F.R. part 99), the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. § 6501-6505, and its implementing regulations (16 C.F.R. § 312, *et seq.*), the Protection of Pupil Rights Amendment, ("PPRA") 20 U.S.C. § 1232(h) and its implementing regulations (34 C.F.R. § 98.1 *et seq.*), the Maryland Student Privacy Act of 2015, Md. Ed. Code Ann., §4-131, Code of Maryland Regulations (COMAR) 13A.08, as well as applicable Board of Education policies and MCPS regulations, including but not limited to MCPS Regulation AFA-RA, *Research and Other Data Collection Activities in Montgomery County Public Schools*, MCPS Regulation JOA-RA, *Student Records*, and MCPS Regulation JFF-RA, *Federal Requirements for Use of Protected Student Information*.

Access to Confidential Information

To assist the contractor in its work on this project, MCPS may disclose to the contractor, either in writing or orally, records or information which MCPS deems to be proprietary and/or confidential (hereinafter, "Confidential Information"). To the extent that such Confidential Information includes personally identifiable information regarding students, staff, or others, separate data sharing provisions must be agreed to in writing prior to disclosure of any personally identifiable information to the contractor. Confidential Information shall be maintained in confidence during the contract and thereafter, except to the extent that it is required to be either disclosed or protected from disclosure by law, regulation or judicial or administrative process. The contractor shall use the Confidential Information solely for the purposes of the project. The contractor shall protect the Confidential Information from loss, theft, or disclosure using a commercially reasonable care commensurate with the

sensitivity of the Confidential Information that in no circumstances is less than the degree of care that the contractor uses to protect its own confidential information. The contractor agrees to assist MCPS in maintaining the privacy of MCPS' Confidential Information as may be required by all federal, state, and local laws, regulations, and ordinances applicable to the project including but not limited to the requirements listed above.

The contractor shall not authorize access to Confidential Information to any of its agents, affiliates, contractors, and subcontractors, or to any auditor, unless such agent, affiliate, contractor, subcontractor, or auditor has entered into a written confidentiality agreement with the contractor agreeing to protect the confidentiality and security of such Confidential Information. Such written confidentiality agreement shall be made available for inspection, upon demand, to MCPS.

The contractor shall not permit unauthorized access to the Confidential Information to any individual or entity at any time or provide Confidential Information to any person, party, or organization ineligible or prohibited from receiving such information pursuant to any federal, state, and local laws, regulations, and ordinances applicable to the project including but not limited to the requirements listed above.

In the event that the contractor is required by law, regulation or judicial or administrative process to disclose any Confidential Information, the contractor will promptly notify MCPS in writing, if permitted by law, prior to making any such disclosure in order to facilitate MCPS' seeking of a protective order or other appropriate remedy from the appropriate body. Should the proprietary or confidential status of any such information be disputed, the parties agree to work in good faith to reach a mutually satisfactory disposition.

Security of Confidential Information

The contractor shall implement and maintain a comprehensive data-security program in accordance with commercial best practices for the protection of Confidential Information, whether the Confidential Information is stored electronically and/or in hard copy. Such data-security program shall include, but not be limited to the following:

- a) Security policies for employees related to the storage, access, retention, transportation, and disposition of data containing Confidential Information;
- b) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
- c) Secure access controls to Confidential Information, including but not

limited to passwords;

- d) Procedures for data recovery, incident response and processes, and business continuity processes and procedures;
- e) Encryption of Confidential Information if it is stored on laptops, or is being transmitted electronically;
- f) Protocols for regular backups that include retention of backup copies for such period of time as may be required by MCPS, or by federal or state laws; and
- g) Audit logs of its system on a secured server with restricted access to prevent tampering or altering of audit data.
- h) A process for reviewing policies and security measures at least annually.

The contractor certifies that it has implemented policies and procedures to protect against reasonably foreseeable unauthorized access to, or disclosure of, Confidential Information, and to prevent other reasonably foreseeable events that may result in substantial harm to MCPS. In addition, the contractor shall not, without the express prior written consent of MCPS, maintain or store Confidential Information outside of the United States.

Audit

MCPS reserves the right in its sole discretion to perform audits of the contractor at its sole expense to ensure compliance with terms of this Article 15. The contractor shall reasonably cooperate in the performance of such audits.

Security Breach

The contractor shall notify the MCPS project contact immediately of any breach or suspected data breach or loss, but in no event later than twenty-four (24) hours after the contractor learns of the suspected breach or loss. If the contractor becomes aware of a data security breach or loss, it shall cooperate with MCPS regarding recovery, remediation, and the necessity to involve law enforcement, if any. The contractor shall be responsible for performing an analysis to determine the cause of the breach or loss, and for producing a remediation plan in consultation with MCPS. The contractor shall provide notice to MCPS within twenty-four (24) hours of notice or service on the contractor, whichever occurs first, of any lawsuits resulting from, or government investigations of, the contractor's handling of the MCPS' Confidential Information, failure to follow security requirements, and/or failure to safeguard any other confidential information. In addition to any other remedies available to MCPS, at law or in equity, the contractor will reimburse MCPS in full for all costs incurred by MCPS in investigating and remediating any security breach caused in whole or in part by the contractor or the contractor's subcontractors.

The contractor shall use commercially reasonable efforts to mitigate any negative consequences caused to MCPS, or to a student, as the result of a security breach and to implement procedures to prevent the recurrence of a similar security breach.

Disposal and Return of Confidential Information

Except as specifically set forth by MCPS in writing, or as required by federal or state laws or regulations, upon the termination or expiration of the contract, or upon cessation or dissolution of the contractor's business operations, the contractor shall:

- a) Return all Confidential Information to MCPS;
- b) Erase, destroy, or render unreadable all Confidential Information in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities;
- c) Certify in writing that the actions set forth in this subsection have been completed on or before the agreed-upon deadlines set forth in any agreement entered into between the contractor and MCPS;
- d) Ensure that any transfer/migration of Confidential Information uses facilities and methods that are compatible with the relevant systems of MCPS or its designated third party; and
- e) To the extent technologically possible, ensure that MCPS will have access to the Confidential Information during any transfer of operations.

Nothing in this Article 15 shall supersede in any manner the contractor's obligations or the obligations of its subcontractors, affiliates, or agents pursuant to all federal, state, and local laws, regulations, and ordinances applicable to the project including but not limited to the requirements listed above., or the provisions of the contract concerning the contractor's obligations as a service provider to MCPS. Notwithstanding anything in the contract to the contrary, the provisions of this Article 15 shall survive the expiration or earlier termination of the contract.

ARTICLE 16. DOCUMENTATION AND COPYRIGHT

The contractor warrants that any materials provided by the contractor to MCPS are the sole and exclusive intellectual property of the contractor or that the contractor is licensed to use, reproduce, and distribute such materials. Notwithstanding the foregoing, collected data, analyses, and any analytical processes, programs, files, reports, and other publications developed as a contractual requirement are the sole property of MCPS. Programs shall be completely documented, including the file layout of tapes, disks, and so on.

MCPS may, at its sole discretion, waive title to any portion or to all data and analyses. MCPS has the sole right to copyright any process or program and may license its use by others for a fee or without charge.

ARTICLE 17. NOTICE OF DELAYS

Whenever the contractor has knowledge that any actual or potential situation, including, but not limited to, labor disputes is delaying or threatening to delay the timely performance of the work under this contract, the contractor shall immediately give written notice, including all relevant information, to the director of the Department of Materials Management.

ARTICLE 18. EXCUSABLE DELAYS

Except because of failures of subcontractors, the contractor shall not be considered to have failed in performance of this contract if such failure arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the failure of a subcontractor to perform and if such failure arises out of causes beyond the control of both the contractor and subcontractor and without the fault or negligence of either of them, the contractor shall not be deemed to have failed in performance of this contract unless (a) the supplies or services to be furnished by the subcontractor were obtainable from other sources; and (b) the director of the Department of Materials Management shall have ordered the contractor in writing to procure such supplies or services from such other sources, and the contractor shall have failed to comply reasonably with such order. Upon request of the contractor, the director of the Department of Materials Management shall ascertain the facts and extent of such failure; and if he shall determine that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly, subject to the rights of MCPS to invoke the termination article of this contract. As used in this article, the terms "subcontractor" and "subcontractors" mean subcontractor(s) employed at any level of the work being performed.

ARTICLE 19. MCPS PROPERTY

The use of MCPS property must be approved in advance by the director of the Department of Materials Management. Title to property leased with a purchase option shall pass to MCPS even though the option date is later than the contract period. Any payments required to acquire title are a contract cost. If MCPS has

agreed to provide property owned by it, the following special provisions shall apply:

- a) The amount of MCPS property to be furnished to the contractor may be increased or decreased by written direction of the superintendent of schools, and the contract price shall be adjusted to reflect the change pursuant to the stipulations of the "changes" article.
- b) The contractor shall insure all MCPS property in their possession or control and shall be liable to MCPS for the fair market value of any damage or loss to MCPS property, aside from that incurred by normal wear and tear. The contractor shall maintain the property in operating condition, with the cost being chargeable to the contract.
- c) All MCPS property shall be returned promptly upon completion of the contract or otherwise disposed of, as directed in writing by MCPS. All costs of shipment or disposal are a contract cost.
- d) Unless specifically stated otherwise in writing, MCPS property may be used only for the performance of this contract.
- e) Title to all MCPS property shall remain in the hands of MCPS at all times. Title to the property acquired by the contractor for use under the contract shall vest in MCPS upon delivery to the contractor.
- f) Any dispute concerning interpretation of the provisions of this article shall be subject to the stipulations of the "Disputes" article.

ARTICLE 20. COVENANT AGAINST CONTINGENT FEES

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, MCPS shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 21. OFFICIALS NOT TO BENEFIT

No elected official or employee of Maryland, Montgomery County, or MCPS shall benefit from or receive any money as a result of this contract. Violation of this article will void the contract. The contractor shall pay MCPS any funds received by any official or employee, the contract will be terminated in accordance with ARTICLE 26, and MCPS shall seek appropriate legal remedy. This prohibition does not apply to contracts with an MCPS employee or elected official who contracted in their own name.

ARTICLE 22. EQUAL OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, sex, or national origin. Such action shall include, but not be limited to, employment, grade improvement, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices of the provisions of this Equal Opportunity clause.
- b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- c) The contractor will send to each labor union, or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitment under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

ARTICLE 23. COMPLIANCE WITH LOCAL LAWS

The contractor shall comply with all applicable laws, ordinances, and codes of Maryland and Montgomery County, as well as all applicable policies of the Board of Education and MCPS regulations issued by the superintendent of schools. Board of Education policies and MCPS regulations are available at this link: <http://www.montgomeryschoolsmd.org/departments/policy/>.

ARTICLE 24. CHANGES

The director of the Department of Materials Management may, at any time, by a written order and without notice to the sureties make changes within the general scope of the contract in any one or more of the following: a) specifications or statement of work and b) place of performance or delivery. If any such changes cause an increase or decrease in the cost of or the time required for the performance of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made a) in the contract price or time of performance or both and b) in such other provisions of the contract as may be so affected; and the contract shall be modified in writing accordingly. Any claim by the contractor for adjustment under this article must be asserted within 30 days from the date of receipt by the contractor of the notification of change, provided, however, that if the director of the Department of Materials Management decides that the facts justify such action, the director may receive

and act upon any such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this article shall excuse the contractor from proceeding with the contract as changed.

ARTICLE 25. DISPUTES

- a) Any dispute concerning a question of fact arising under this contract shall be disposed of by written agreement between the contractor and the contracting officer. Pending final decision of a dispute hereunder, the contractor shall proceed diligently with the contract performance.
- b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in Paragraph a) above, provided that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

ARTICLE 26. TERMINATION FOR DEFAULT OR FOR CONVENIENCE OF MCPS

- a) The performance of work under the contract may be terminated by MCPS in accordance with this article in whole or, from time to time, in part:
 - (1) Whenever the contractor shall default in performance of this contract in accordance with its terms (including in the term "default" any such failure by the contractor to make progress in the prosecution of the work that would endanger such performance) and shall fail to cure such default within a period of ten days (or such longer period as the director of the Department of Materials Management may allow) after receipt from the superintendent of schools of a notice specifying the default;
 - (2) Whenever a "Bankruptcy Event" has occurred with respect to the contractor. A Bankruptcy Event means that either:
 - (a) the contractor has: (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) failed to controvert in a timely and appropriate manner, or acquiesced in writing to, any petition filed

against the contractor in an involuntary case under any bankruptcy law; or (G) taken any corporate or other action for the purpose of effecting any of the foregoing; or

(b) a proceeding or case has been commenced without the application or consent of the contractor in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of a trustee, receiver, custodian, liquidator or the like of the contractor under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of sixty (60) days; or

- (3) Whenever for any reason the Board of Education shall determine that such termination is in the best interest of MCPS.

Any such termination shall be effected by delivery to the contractor of a Notice of Termination specifying whether termination is for the default of the contractor or for the convenience of MCPS, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. If after notice of termination of this contract for default under (1) above and if it is determined for any reason that the contractor was not in default pursuant to (1) or that the contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the contractor pursuant to the provisions of the clause of this contract relating to excusable delays, the Notice of Termination shall be deemed to have been issued under (3) above; and the rights and obligations of the parties shall in such event be governed accordingly.

- b) After receipt of a Notice of Termination and except as otherwise directed by the contracting office, the contractor shall:
 - (1) Stop work under the contract on the date and to the extent specified by the Notice of Termination
 - (2) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the contract as it is not terminated
 - (3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination
 - (4) Assign to MCPS in the manner and to the extent directed by the director of the Department of Materials Management all of the rights, title, and interest of the contractor under the orders or subcontracts so terminated, in which case MCPS shall have the

- right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts
- (5) With the approval or ratification of the superintendent of schools, to the extent he may require, which approval or ratification shall be final and conclusive for all purposes of this clause, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or in part in accordance with the provisions of this contract
 - (6) Transfer title to MCPS (to the extent that title has not already been transferred) and deliver in the manner, at the times, and to the extent directed by the director of the Department of Materials Management (a) the work in process, completed work, supplies, and other materials produced as a part of, or acquired in respect of the performance of, the work terminated by the Notice of Termination and (b) the completed or partially completed plans, information, and other property which, if the contract had been completed, would be required to be furnished to MCPS
 - (7) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination
 - (8) Take such action as may be necessary, or as the director of the Department of Materials Management may direct, for the protection and preservation of the property related to this contract which is in the possession of the contractor and in which MCPS has or may acquire an interest

The contractor shall proceed immediately with the performance of the above obligations despite any delay in determining or adjusting the amount of the fee, or any item of reimbursable cost, under this clause.

- c) After receipt of a Notice of Termination, the contractor shall submit to the director of the Department of Materials Management their termination claim in the form and with the certification prescribed by the director. The claim shall be submitted promptly but in no event later than 90 days from the effective date of termination, unless one or more extensions in writing are granted by the director of the Department of Materials Management. Upon request of the contractor to submit their termination claim within the time allowed, the superintendent of schools may, subject to any review required by MCPS procedures in effect as of the date of execution of this contract, determine, on the basis of information available to them, the amount, if any, due to the contractor by reason of the termination and shall thereupon pay to the contractor the amount so determined.
- d) Subject to the provisions of Paragraph c) and subject to any review required by MCPS procedures in effect as of the date of execution of this contract, the contractor and the superintendent of schools may agree upon the whole or any part of the amount or amounts to be paid (including an

allowance for the fee) to the contractor by reason of the total or partial termination of work pursuant to this clause. The contract shall be amended accordingly, and the contractor shall be paid the agreed amount.

- e) If the contractor and the superintendent of schools fail to agree in whole or in part, as provided in Paragraph d), as to the amounts with respect to costs and fee or as to the amount of the fee to be paid to the contractor in connection with the termination of work pursuant to this article, the superintendent of schools shall, subject to any review required by MCPS procedures in effect as of the date of execution of this contract, determine, on the basis of information available to him, the amount, if any, due to the contractor by reason of the termination and shall pay to the contractor the amount determined as follows:

(1) If the settlement includes cost and fee:

- (a) There shall be included all costs and expenses reimbursable in accordance with this contract not previously paid to the contractor for the performance of this contract prior to the effective date of the Notice of Termination and such of these costs as may continue for a reasonable time thereafter with the approval of or as directed by the superintendent of schools, provided, however, that the contractor shall proceed as rapidly as practicable to discontinue such costs.
- (b) There shall be included so far as not included under (a) above the cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in Paragraph b) (5) above, which are properly chargeable to the terminated portion of the contract.
- (c) There shall be included the reasonable costs of settlement including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of termination inventory, provided, however, that if the termination is for default of the contract, there shall not be included any amounts for the preparation of the contractor's settlement proposal.
- (d) There shall be included a portion of the fee payable under the contract determined as follows: (i) If this contract is terminated for the convenience of MCPS and not for the default of the contractor, a percentage of the fee equivalent to the percentage of the completion of the work contemplated by the contract, less fee payments previously made, shall be paid. (ii) If this contract is terminated for the default of the

contractor, the total fee payable shall be such a proportionate part of the fee (or, if this contract calls for services of different types, of such part of the fee as is reasonably allowable to the type of service under consideration) as the total amount of service delivered to and accepted by MCPS bears to the total amount of services of a like kind called for by this contract.

If the amount determined under this Subparagraph (1) is less than the total payment made to the contractor, the contractor shall repay the excess amount.

- (2) If the settlement includes only the fee, the amount will be determined in accordance with Subparagraph (1) (d) above.
- f) The contractor shall have the right of appeal, under the article of this contract entitled "Disputes," of any determination made by the superintendent of schools under Paragraphs c) and e) above, except that if the contractor has failed to submit their claim within the time provided in Paragraph c) above and has failed to request extension of such time, they shall have no such right of appeal. In any case where the superintendent of schools has made a determination of the amount due under Paragraph c) or e) above, MCPS shall pay to the contractor (1) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the superintendent of schools or (2) if an appeal has been taken, the amount finally determined on such appeal.
- g) If a partial termination is made, the portion of the fee which is payable with respect to the work under the continued portion of the contract shall be equitably adjusted by agreement between the contractor and the superintendent of schools; and such adjustment shall be shown by an amendment to this contract.

MCPS may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the contractor in connection with the terminated portion of the contract whenever the aggregate of such payments shall be within the amount to which the contractor will be entitled. If the total of such payments is in excess of the amount finally determined to be due under this article, such excess shall be payable by the contractor to MCPS upon demand, together with interest computed yearly at the rate of nine percent (9%) from the date such excess payment is received by the contractor to the date on which such excess is repaid to MCPS. The provisions of this article relating to the fee shall be inapplicable if this contract does not provide for payment of a fee.

ARTICLE 27 ORDER OF PRECEDENCE

If any conflict in the interpretation of the requirements of this contract occurs, these general contracting articles shall govern, unless otherwise stated in the contract and as expressly agreed to by the parties in writing.

ARTICLE 28 SEVERABILITY

Should any portion of the contract be found illegal the remainder shall remain in full force and effect and shall be binding on both parties.

ARTICLE 29 BID PERFORMANCE BOND (not required)

With the proposal, each bid must be accompanied by an approved bid bond from a surety company acceptable to the Owner, or by a certified or cashier's check executed in favor of the Owner for not less than five percent (5%) of the total amount.

The bid bond shall be returned to all except the successful bidder within five (5) days after awards have been made. The bid security of the successful bidder(s) will be returned upon receipt of the performance bond.

ARTICLE 30. PERFORMANCE BOND (not required)

No contract shall exist until MCPS receives a duly executed Performance Bond prepared on an approved form in the amount of one hundred percent (100%) of the contract, made payable to MCPS as security for the faithful performance of the contract and having as surety thereon such surety company or companies as are acceptable to MCPS 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 lowest responsive Offeror.

ARTICLE 31. NONAPPROPRIATION OF FUNDS

- (a) In the event sufficient funds are not appropriated for the payment of all payments required to be paid hereunder, and MCPS has no funds legally available for payments from other sources, then MCPS may terminate this contract at the end of the original term or the then current extension term, as the case may be, without penalty or expense to MCPS of any kind whatsoever, and MCPS shall not be obligated to make payment provided for in the contract beyond the then current term. MCPS agrees to deliver notice to the contractor of such termination at least thirty (30) days prior to the end of the then current fiscal year.
- (b) If this contract is terminated under this provision and to the extent lawful, MCPS covenants that it will not, until the date on which the original term or the next succeeding renewal term would have ended, expend, or commit

any funds for the purchase or use of services to be used for the same purpose as, or a purpose functionally equivalent to, those under the contract. Notwithstanding anything in this contract to the contrary, the provisions of this subpart shall survive termination of the contract.

ARTICLE 32. INDEPENDENT CONTRACTOR

The parties agree that the contractor is an independent contractor under this contract and will in no way be considered to be an agent, partner, joint venture or employee of MCPS. Accordingly, the contractor will not be entitled to any benefits, coverage, or other privileges made available to employees of MCPS. As an independent contractor, the contractor shall be solely responsible for any insurance protecting it and its employees, including but not limited to general comprehensive liability, worker's compensation, and business automobile insurance.

ARTICLE 33. INDEMNIFICATION AND INSURANCE

The contractor is responsible for any loss, personal injury, death, and any other damage (including incidental and consequential) that may be done or suffered by reason of, or occasioned wholly or in part by, its negligence, or any act, omission, or failure to perform any obligations under this contract. The contractor must indemnify and hold MCPS harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence, its performance or failure to perform any of its obligations under this contract, or its violation of any applicable legal requirement. In case any action or proceeding is brought against MCPS by reason of the foregoing, the contractor must reimburse MCPS the cost of defending such action or proceedings, or upon MCPS' written demand and at the contractor's sole cost and expense, the contractor must defend such action and proceeding by counsel approved by MCPS. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, MCPS includes MCPS doing business on behalf of the Board of Education, the Board of Education, and its officers, officials, agents, and employees. Nothing herein or any other provision of this contract shall be construed to abrogate, impair, or waive any defense, liability or damages limitation, or governmental immunity of MCPS pursuant to Maryland law, or otherwise. This provision shall survive termination or expiration of the contract.

The contractor shall be solely responsible for any insurance, including, but not limited to general comprehensive liability, worker's compensation, professional liability insurance, and business automobile insurance. The contractor agrees to provide certificates of insurance verifying the following coverage:

- (a) Comprehensive General Liability Insurance: Liability limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for claims arising out of bodily injuries or death, and property damages, subject to a minimum limit of Three Million Dollars (\$3,000,000.00) aggregate. Such insurance shall include contractual liability insurance.
- (b) Comprehensive Business Automobile Liability Insurance: Liability limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for all claims arising out of bodily injuries or death and property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of the contract.
- (c) Worker's Compensation Insurance: Statutory coverage, including employer's liability coverage with a limit of at least One Hundred Thousand Dollars (\$100,000.00), as well as any similar coverage required for this work by applicable Federal or "other states" state law.
- (d) Professional Liability, Errors, and Omissions Insurance: Liability limit of not less than One Million Dollars (\$1,000,000.00) in the event the service delivered pursuant to the contract, either directly or indirectly, involves or requires professional services. "Professional Services" for the purpose of the contract shall mean any services provided by a licensed, certified, or otherwise documented professional.

MCPS doing business on behalf of the Board of Education, the Board of Education, and its elected/appointed officials, employees, departments, agencies, and agents shall be covered by endorsement, as additional insureds with respect to liability arising out of activities performed or to be performed by or on behalf of the contractor in connection with the contract.

The contractor's insurance shall apply separately to each insured against whom a claim is made and/or a lawsuit brought.

Insurance is to be placed with insurers with a Best's rating of no less than A:VII, or if not rated with Best's, with a minimum surplus the equivalent of Best's surplus size VII and must be licensed/approved to do business in the State of Maryland.

Certificates of Insurance: The contractor shall provide MCPS with certificates of insurance within ten (10) days of execution of the contract evidencing the coverages required above. The certificates shall confirm that MCPS has been made an additional insured under the respective insurance policies. The certificates of insurance shall provide that MCPS shall be given at least forty-five (45) days' prior written notice of any cancellation of, intention not to renew, or material change in such coverage. There will be an exception for non-payment of premium, which is ten (10) days' notice of cancellation.

The contractor must provide the certificates of insurance before commencing the work covered by this contract.

Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination.

The contractor's insurance coverage shall be primary. Any insurance and/or self-insured program maintained by the Board of Education or MCPS and their respective elected/appointed officials, employees, departments, agencies, and agents shall not contribute with the contractor's insurance or benefit the contractor in any way.

Failure to obtain insurance coverage as required, or failure to furnish certificates of insurance as required, may render the contract null and void; provided, however, that no act of omission of the Board of Education or MCPS shall in any way limit, modify, or affect the obligations of the contractor under any provision of the contract.

ARTICLE 34. GOVERNING LAW

This contract shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction for any action or proceedings arising out of or related to this contract shall be in an appropriate state or federal court located in the State of Maryland.

ARTICLE 35. OBLIGATIONS REGARDING CRIMINAL RECORDS OF INDIVIDUALS ASSIGNED TO WORK IN MCPS FACILITIES

- 1. Prohibition against assigning registered sex offenders and individuals convicted of sexual offenses, child sexual abuse, and other crimes of violence to MCPS contracts:**

Maryland Law requires that any person who enters into a contract with a county board of education "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. Under § 11-722 of the Criminal Procedure Article of the Maryland Code, an employer who violates this requirement is guilty of a misdemeanor and, if convicted, may be subject to up to five years imprisonment and/or a \$5,000 fine.

Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo

contendere to, a crime involving:

- a. A sexual offense in the third or fourth degree under § 3-307 or § 3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under § 3-307 or § 3-308 of the Criminal Law Article if committed in Maryland;
- b. Child sexual abuse under § 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3-602 of the Criminal Law Article if committed in Maryland; or
- c. A crime of violence as defined in § 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under § 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

Each contractor is required to submit, following award of a contract, documentation confirming that its direct employees and those of any subcontractors and/or independent contractors assigned to perform work in a MCPS school facility under the contract meet this obligation. Additionally, the contractor must confirm that it continues to meet this obligation on an annual basis and/or when there are changes in the workforce that the contractor and/or its subcontractors use to perform the work required by the contract.

Violation of this provision is a material breach of contract for which MCPS may take appropriate action up to and including termination of the contract.

2. **Required criminal background check process for certain individuals in the contractor's workforce:**

Under recent amendments to § 5-551 of the Family Law Article of the Maryland Code, each contractor and subcontractor shall require that any individuals in its workforce must undergo a criminal background check, including fingerprinting, if the individuals will work in a MCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children. The term "workforce" in this and the preceding section refers to all of the contractor's direct employees, subcontractors and their employees, and/or independent contractors and their employees that the contractor uses to perform the work required by the contract.

Fingerprinting for the criminal background check may be performed by the MCPS Office of Human Resources and Development, 45 W. Gude Drive, Rockville, MD 20850, or through another service approved by MCPS. Individuals fingerprinted by MCPS will be required to provide written consent, and MCPS will maintain copies of all records for criminal background checks performed by MCPS. If the contractor uses another service approved by MCPS, the results of the criminal background check must be provided to MCPS for record keeping. A list of MCPS approved fingerprinting agencies can be found on the Procurement Unit website at <http://www.montgomeryschoolsmd.org/departments/procurement>.

The contractor must take appropriate steps to promptly follow up on information identified in the criminal background check related to the sexual offenses, child sexual abuse offenses, and crimes of violence enumerated above, as well as any information regarding offenses involving distribution of drugs or other controlled substances, or any other criminal information identified by MCPS as warranting further explanation insofar as it may significantly affect the safety and security of MCPS students. If, after following up, the contractor believes that the individual is qualified and should be assigned to work (or continue to work) in a MCPS school facility, then the contractor will provide a written summary to MCPS justifying its recommendation. MCPS will rely on the contractor's summary to determine whether to accept the contractor's recommendation, and the contractor will be responsible for any consequences of a material misrepresentation in its written summary.

Once the contract is awarded, the contractor is responsible for implementing the background check process. An individual in the contractor's workforce may not begin work in a MCPS school facility on an assignment where the individual will have direct, unsupervised, and uncontrolled access to children, until: (a) the background check results for that individual have been received by MCPS; (b) the contractor certifies to MCPS that the individual has received training and/or reviewed informational materials, as appropriate, regarding recognizing, reporting, and preventing child abuse and neglect, consistent with the content provided in training for MCPS

employees; and (c) the individual obtains a MCPS identification badge. The badge will be issued by the MCPS Department of Safety and Security, 850 Hungerford Drive, Room 131, Rockville, MD 20850. Appointments are made by calling 301-279-3066. The contractor will be required to return all badges at the conclusion of the contract.

The criminal background check and badging process will be at the contractor's expense.

Violation of this provision is a material breach of contract for which MCPS may take appropriate action up to and including termination of the contract.

ARTICLE 36. ENTIRE CONTRACT

The contract, including any contract documents duly executed by the parties at the commencement of the contract, is binding between the parties and constitutes the entire understanding between the parties regarding the subject matter of the contract and supersedes all prior or contemporaneous statements, understandings and contracts, whether oral or written, between the parties with respect to the subject matter of this contract. Any changes and additions hereto shall not become binding upon any party unless they are incorporated into a written contract amendment signed by both parties.

ARTICLE 37. ASSIGNMENT

The contractor shall not voluntarily or by operation of law, assign, or otherwise transfer, convey, or delegate, in whole or in part, its rights or obligations under this contract to any other entity or to any subsidiary of the contractor, without prior written consent from MCPS. Any attempted assignment, transfer, conveyance, or delegation without consent shall be void.

ARTICLE 38. RESPONSIBILITY FOR PAYMENT OF TAXES

The contractor shall be responsible for all federal and/or state tax, and Social Security liability that may result from the performance of and compensation for these services. MCPS assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the contractor, its employees, and/or others by reason of the contract. The contractor shall defend, indemnify, and save harmless MCPS from and against any claims, costs, and/or losses whatsoever occurring or resulting from: (a) the contractor's failure to pay any such compensation, wages, benefits, or taxes; and/or (b) the supplying to the contractor of work, services, materials, or supplies in connection with or in support of the performance of the contract.



Transportation Quotation Form (RFP 4396.1 – April, 2017)

Complete this form and send/email to three approved carriers to secure trip quotes.

Customer Contact Information:

School/Office:			Date Prepared:	
Street Address:				
City/State/Zip:				
Contact:			Email:	
Phone:	Cell:		Fax:	

Trip Information:

Departure Date:		Departure Time:		# of Travelers:		
Equipment Preference:					# of Buses/Coaches:	
Departure Location:						
Street Address:						
City/State/Zip:						
Destination Location:						
Street Address:						
City/State/Zip:						

Detailed Itinerary / Daily Schedule: (If not traveling straight through, also list stops)

Time:	Activity:
Time:	Activity:
Time:	Activity:
Time:	Activity:
Time:	Activity:
Return Date:	
Return Time:	

Equipment/Service Information:

1) Will the bus/coach wait for return trip? (yes/no)	
2) Is the bus/coach needed for use at the destination? (yes/no)	
3) If overnight trip, are driver accommodations/meals included? (yes/no)	
4) Are there any special requirements (handicap needs)?	
5) Are there any other requirements (bathroom, A/C, Heat, DVD, Wi-Fi, etc.)?	
6) Do you have any other questions?	

Vendor Response / Quote

(This section is for vendor use only)

Vendor must provide a response to this request within three (3) business days!

Motor Coach Contact Information

Company Name:			Quote Date:	
Street Address:				
City/State/Zip:				
Contact:			Email:	
Phone:		Cell:	Fax:	

Amount Due if Quote Accepted by Customer

Base Price:	
Variable Price:	
Gratuity:	
Driver Expenses:	
Deposit (20% max):	
Charter Grand Total:	
Payments Received:	
Balance Due:	

Vendor Signature:

Date:

Terms of Payment

A maximum deposit of 20% of the charter grand total as shown on the approved quote will be paid to the vendor when the approved quote is issued. Any gratuity and/or variables are included in the grand total amount. The final payment will be paid to the vendor (not to the driver) based on the grand total amount less the deposit previously paid to the vendor. Payment will be mailed to the vendor within five (5) business days upon satisfaction by customer for services rendered. If the vendor does not meet its obligations with respect to non-safety issues, the customer has the right to liquidated damages.

Signature
Principal/Administrator:

Date:

VENDOR:

Maryland Certified School Bus				Maryland Certified School Bus					
		Local				Long Distance			
		M-F	Saturday	Sunday			M-F	Saturday	Sunday
Flat Rate (Trip)									
Hourly Rate									
Mileage Rate									
Cancellation Rate									

Overnight trips will require a separate quote from the vendor

Equal Opportunity Certification

1. Are you participating in any contractual agreement which contains the Equal Employment Opportunity Clause prescribed in Executive Order 11246, as amended?

() Yes () No

2. Name and address of Federal "Compliance Agency," if known:

("The Rules and Regulations of the Office of Federal Contract Compliance Programs, U.S. Department of Labor, define the term Compliance Agency as the agency designated by the Director, of CCP, to conduct compliance reviews and to undertake such other responsibilities assigned.")

3. Are you required to maintain a written affirmative action plan according to 41 CFR 60-2 and 60-1 (a)(4)?

() Yes () No

4. Has the "Compliance Agency" required you to correct deficiencies in your affirmative action plan or your employment policies and practices?

() Yes () No

5. Are you required to submit an annual compliance report as described in 41 CFR 60-17 (a)?

() Yes () No

If the answer to "5" is yes, enclose a copy of your latest compliance report.

Data on Subcontractors. (Use supplementary sheets where required.)

 (Subcontractor's Name) (1)* (2)** (3)***

 (Street) () Yes () Yes () Yes

 (City) (State) () No () No () No

 (Subcontractor's Name) (1)* (2)** (3)***

 (Street) () Yes () Yes () Yes

 (City) (State) () No () No () No

- *(1) Previously held contracts subject to EQ 10925, 11114, and 11246, as amended.
 **(2) Previously filed certificate of nonsegregated facilities.
 *** (3) Previously filed annual (EE0-1, EEO-4, or EEO-6) compliance report.

Attachment D

Certification of Nonsegregated Facilities

By submission of this offer, the Offeror or subcontractor certifies that there is not maintained or provided for employees any segregated facilities and that employees will not be permitted to perform their services at any location, under the Offeror's control, where segregated facilities are maintained. The Offeror, or subcontractor, agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "Segregated Facilities" means any rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The Offeror further agrees that except where there has been obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause that there will be forwarded the following notice to such proposed subcontractors except where the proposed subcontractors have submitted certifications for specific time period:

Notice to Prospective Subcontractors of

Requirement for Certifications of

Nonsegregated Facilities

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

The certification may be submitted either for each subcontract or for all subcontracts during a period, i.e., quarterly, semiannually, or annually.

NOTE: Failure of an Offeror to agree to the Certification of Nonsegregated Facilities shall render its offer nonresponsive.

Attachment E

Minority Business Enterprise

The Offeror () is () is not a minority business enterprise. A minority business enterprise is defined as a "business at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock is owned by minority group members." For the purpose of this definition, minority group members are African Americans, Hispanic Americans, Asian Americans, and American Indians.

Check the appropriate box below.

☐ African American
☐ Female

☐ Asian American
☐ Disabled

☐ Hispanic
☐ None

☐ Native American

