



Office of Purchasing
10910 Clarksville Pike, Ellicott City, Maryland 21042-6198
(410) 313-6723, fax (410) 313-6789

**STUDENT TRANSPORTATION
BID #038.20.B3**

To All Interested Bidders:

The Howard County Public School System invites your proposals to provide student transportation for regular and special needs bus routes, **Bid #038.20.B3**. Please see the attached summary of the routes and the respective zones.

Bid Documents may be obtained online, on or after **Friday, February 7, 2020** at the Howard County Public Schools, Purchasing Office website, <https://purchasing.hcpss.org/business-opportunities>. Printing of bid documents is the responsibility of the bidder.

It is the bidder's sole responsibility to regularly visit the HCPSS Purchasing web site listed above to download and acknowledge receipt of all Addenda. It is highly recommended that bidders ascertain if they have received all the addenda issued prior to submitting their proposal. Failure of any bidder to receive any such Addenda or interpretation may not relieve such bidder from obligation under his/her proposal as submitted.

A **Pre-bid** conference to be attended by all bidders will be held on **February 14, 2020 at 10:30 AM**, Student Transportation Office, 5451 Beaverkill Road, Columbia, MD 21044. Howard County Public School System staff will explain the scope of work and answer any questions about the bidding specifications that will assist in the preparation of bids. Attendance is not mandatory, however, it is highly recommended.

All questions shall be directed in writing, no later than 12:00 P.M., February 18, 2020, to Mr. Joe Veslany, Procurement Specialist, jveslany@hcpss.org. The Howard County Public School System is under no obligation to respond to any questions that are received after the cutoff date and time. Only answers provided via addenda issued by the HCPSS will be binding. Under no circumstances are bidders, including third party vendors or their staff, to contact any other HCPSS staff, employees or any related constituency for purposes associated with this solicitation, including but not limited to, obtaining or providing information. Bidders failing to comply with this requirement may be disqualified.

Bids shall be submitted in a sealed envelope clearly marked "**BID**", "**Student Transportation**" "**Bid #038.20.B3**", to the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike, Ellicott City, Maryland 21042 no later than **Tuesday, February 25, 2020 at 9:00 A.M.** Late bids will not be accepted. It is the bidder's responsibility to insure that bids are delivered to the Purchasing Office prior to the scheduled opening time.

Certified Minority Business Enterprises are encouraged to respond to this solicitation notice.

Please return the attached NO BID REPLY FORM if your firm does not bid this project.

The Board reserves the right to waive any informality in, or to reject any or all bids.

Sincerely,

Joe Veslany
Procurement Specialist



Office of Purchasing
10910 Clarksville Pike, Ellicott City, Maryland 21042-6198
(410) 313-6723, fax (410) 313-6789

NO BID REPLY FORM

Sealed Bid For: Student Transportation

Bid Number: 038.20.B3

Bidder: _____

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below. This information will not preclude receipt of future invitations unless you request removal from the Bidders' List by so indicating below. This form may be faxed to (410) 313-6789.

Unfortunately, we must offer a "No Bid" at this time because:

_____ 1. We do not wish to bid under the terms and conditions of the Bid document. Our objections are:

_____ 2. We do not feel we can be competitive.

_____ 3. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.

_____ 4. We do not wish to sell to The Howard County Public School System. Our objections are:

_____ 5. We do not sell the item(s)/service(s) requested in the specific specifications.

_____ 6. Other: _____

February 7, 2020
Issue Date

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM
10910 Clarksville Pike
Ellicott City, Maryland 21042

SEALED BID FOR: Student Transportation- Regular & Special Needs Routes

BID NUMBER: 038.20.B3

PRE-BID DATE: Friday, February 14, 2020

PRE-BID TIME: 10:30 AM

PRE-BID LOCATION: Student Transportation Office

5451 Beaverkill Road

Columbia, MD 21044

BID OPENING DATE: Tuesday, February 25, 2020

BID OPENING TIME: 9:00 AM

BUYER: Joe Veslany
Phone: (410) 313-6723
Fax: (410) 313-6789
Email: jveslany@hcpss.org

HOWARD COUNTY PUBLIC SCHOOL SYSTEM
STUDENT TRANSPORTATION
BID #038.20.B3

I. INSTRUCTION TO BIDDERS

A. BID PREPARATION

1. One (1) complete set of Invitation for Bid, consisting of: (1) General Provisions; (2) Terms and Conditions; (3) the Specifications; (4) any plans or drawings made as part of the Invitation for Bid; (5) any addenda, shall be provided to each prospective bidder. The original Bid Price Sheet/Form of Proposal must be returned: (1) with all questions answered; (2) without alteration; (3) with the BID SIGNATURE SHEET or No Bid Reply form properly signed; (4) sealed and enclosed in an envelope; (5) to the Purchasing Office, Howard County Public School System, 10910 Clarksville Pike, Ellicott City, Maryland 21042, either mailed or hand carried before the time and date stated for return of bid. Telephone, facsimile, and/or electronic bids will not be accepted. It is the bidder's responsibility to ensure that his bid is delivered to the proper place prior to the scheduled opening time.
2. The remaining documents consisting of all pages of the Invitation for Bid, the General Provisions, Terms and Conditions, any plans, drawings or extraneous matter, are to be retained by the bidder and will form part of the contract resulting from the Invitation for Bid.
3. It is the bidder's responsibility to examine and understand all parts of the Invitation for Bid including all parts of the bidding documents, any addenda, drawings, or reference matter.
4. Any clarification or explanation desired by the bidder, regarding the meaning or interpretation of the Invitation for Bid, or any part thereof, must be made in writing to the Purchasing Office of Howard County Public School System, 10910 Clarksville Pike, Ellicott City, Maryland 21042, allowing sufficient time for a reply to reach all prospective bidders for the time and date scheduled for the return of the bid.

B. INTENT

1. The Board of Education of Howard County, hereinafter referred to as the Board, is seeking bids for student transportation for bus routes described in the schedule(s) attached hereto. It is intended that this document comprised of the Bid Specifications for School Bus Service, the provisions of the School Bus Contract (copy attached), and Terms and Conditions, shall serve as the Guidelines for bidding purposes. Pending adequate funding of the FY21 Pupil Transportation budget, it is the intent of the Board to award school bus contracts as outlined below.

C. DUE DATE AND TIME

1. Bid responses must be submitted to the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike, Ellicott City, Maryland 21042, no later than the time and date specified on the bid cover sheet. Bids will be publicly opened.
2. HCPSS recommends against use of mail or delivery services that will not guarantee delivery directly to the Purchasing Office. Bids delivered to the central

mailroom or front desk will not be considered "received" until they arrive at the Purchasing Office. HCPSS will not waive delay in delivery resulting in delay on the part of a carrier.

D. ISSUING OFFICE

a) The Issuing Office is:

The Howard County Public School System
Purchasing Office
10910 Clarksville Pike
Ellicott City, Maryland 21042
Attn: Joe Veslany
(410) 313-6723
jveslany@hcpss.org
<http://www.hcpss.org/about-us/purchasing/>

b) The Issuing Office Procurement Specialist above shall be the sole point of contact with HCPSS for purposes of preparation and submittal of Bid. Under no circumstances are vendors, including third party vendors or their staffs, to contact other Howard County Public Schools staff or related constituency for purposes associated with this solicitation, including but not limited to, obtaining or providing information. Vendors failing to comply with this requirement may be disqualified.

E. INCLEMENT WEATHER OR OTHER UNANTICIPATED HCPSS CLOSINGS

1. In the event that Howard County Public Schools are closed for students on the scheduled bid due date, but the Purchasing Office located in the Administrative/Central Offices are open then the bids will be due as specified in the original documents. In the event the Schools have a delayed opening on the date bids are due, the bid date and time will not change. In the event that the HCPSS Administrative/Central Offices are closed as the result of inclement weather or for other unanticipated reasons, Bids will be due on the next day that the Administrative/Central Office is officially open, at the same time specified. It is the bidder's responsibility to check the closure announcements.

F. QUESTIONS AND INQUIRIES

1. For purposes of preparation and submittal of a bid, contact Joe Veslany, 410-313-6723, jveslany@hcpss.org of the issuing office.
2. Items affecting the scope of work or conditions of the contract shall be subject to the conditions of Addenda.

G. CLARIFICATIONS AND ADDENDA

1. Should a Bidder find discrepancies in the Bid documents, or should they be in doubt as to the meaning or intent of any part thereof, they must, not later than five (5) days (Saturdays, Sundays and holidays excluded) prior to the bid due date, request clarification in writing from the Issuing Office, who will issue a written Addendum to the Contract. Failure to request such clarification is a waiver to any claim by the Bidder for expense made necessary by reason of later interpretation of the bid documents by the HCPSS. Requests shall include the bid number and name.
2. Oral explanations or instructions will not be binding; only written Addenda will be binding. Any Addenda resulting from these requests will be posted on the school system website no later than two days prior to the bid due date. The Bidder shall acknowledge the receipt of all addenda on the Bid Price Sheet/Form of Proposal.

3. HCPSS reserves the right to change the contents of this solicitation. Changes will be made in the form of written addenda and posted to the HCPSS Purchasing web site at www.hcpss.org/about-us/purchasing/current-bids/.

H. MULTIPLE/ALTERNATIVE BIDS

1. Bidders may not submit more than one (1) bid nor may Bidders submit an alternate to this bid.

I. WITHDRAWAL OF BIDS

1. Bids may be withdrawn by written, facsimile, or electronic notice if given prior to the time and date specified for the return of bid. Telephone calls for these purposes are not acceptable.
2. No bid shall be withdrawn after the scheduled closing time for opening bids.

J. ERRORS IN BIDS

1. Failure of the bidder to thoroughly understand all aspects of the Invitation for Bid before submitting his bid will not act as an excuse to permit withdrawal of his bid nor secure relief or plea of error.
2. Neither law nor regulation makes allowance for errors of omission on the part of the bidders.

K. TAXES

1. Howard County Public School System is tax exempt, and the price quoted shall not include federal excise taxes, state or local taxes, or use taxes.

L. TIME DISCOUNTS

1. Prompt payment discounts are solicited and will be treated as follows:
2. Discounts offered which allow a minimum of twenty (20) days to qualify will be deducted from prices offered in the bid for the purpose of determining the lowest price offered.
3. Discounts offering less than twenty (20) calendar days will not be deducted from price offered for the purpose of determining the lowest price, but will be taken if payment is made within the discount period.
4. In computing prompt payment discounts the date of delivery of the supplies or completion of services or receipt of correct invoices in the offices specified will be considered and the later date prevail.

M. SAMPLES

1. When requested, samples shall be delivered to the Howard County Public School System prior to the scheduled bid opening. Samples are not required when none are requested. Samples shall be properly labeled to indicate name of bidder, date of bid opening, bid number, and item number. In the event the Purchasing Office requests a sample after the bid opening, the sample shall be delivered within ten (10) days of request for award consideration. Delivery of samples shall be to: Howard County Public School System, 10910 Clarksville Pike, Ellicott City, Maryland 21042.

2. In the event a sample is consumed or destroyed in the evaluation process, Howard County Public School System shall be held harmless and not liable for any cost of sample(s).
3. Samples must be picked up within ten (10) days after contract award, after which samples will be considered abandoned and will become the property of the Board of Education.
4. Samples from the successful bidder may be held during the contract performance period as a standard of quality and will be available for return upon contract completion.

N. BRAND NAME OR EQUAL

1. Where a particular manufacturer's brands or models are referenced, it is to be interpreted as being descriptive and not restrictive. Bids will be considered on models or brands or products of manufacturers other than those cited if accompanied by catalogs, test reports, brochures, or other descriptive literature and supporting data, sufficient in detail to permit evaluation of the item offered without further reference. It is the responsibility of the bidder to provide the foregoing with the bid or prior to the time and date set forth for return of the bid.
2. When only one manufacturer or model is referenced, the absence of anything to the contrary will be interpreted as a bid on the exact item specified.
3. Where several manufacturers of models are referenced as being equally acceptable and the bidder does not indicate what particular model or brand he is bidding on, the Purchasing Office shall have the right to select the brand or model referenced.

O. BID ACCEPTANCE

1. Unless otherwise stated by the bidder in his bid, prices offered will be considered to allow one hundred twenty (120) days for acceptance.

P. BIDDER'S QUALIFICATIONS

1. All contractors shall meet the standards established in Board of Education Policy 5220, School Bus Contracts and School Bus Personnel, effective: December 1, 2014.
2. All individuals or companies awarded school bus contracts with the Board will be approved based on, but not limited to, criminal background checks, personal and professional references, garage location, driving record, appropriate financial position, and available qualified personnel.
3. Prospective contractors who currently do not have school bus contracts with the Howard County Public School System must be pre-screened and pre-approved by the Pupil Transportation Office prior to bidding. Prospective contractors shall call the Pupil Transportation Office to schedule an appointment to initiate the pre-screening and pre-approval process. Any bids received from prospective contractors who have not been pre-screened shall be rejected. Criteria for approval of new contractors shall include the following information, as applicable:

- a) Criminal background investigations
 - b) Personal and professional references
 - c) Bus garage location in relation to area of needed service
 - d) Driving record
 - e) Appropriate financial information
 - f) Past and present performance related references
4. Current contractors with the Howard County Public School System shall adhere to and be accountable for the following criteria, as applicable.
- a) Experience
 - b) Satisfactory past and present performance
 - c) Criminal background investigations
 - d) Personal and professional references
 - e) Motor Vehicle Administration record(s)
 - f) State of Maryland Administration and the Howard County Public School System (HCPSS) school bus inspection records
 - g) Garage location
 - h) Appropriate financial information
 - i) Personnel
 - j) Equipment
5. Bidders may be required to furnish satisfactory evidence that they are regularly engaged in performing the services on which they are bidding, and maintain a regularly established place of business. An authorized representative of the Howard County Public School System may visit any prospective contractor's place of business to determine his ability, capacity, reliability, financial stability, and other factors necessary to perform the contract.
6. After bid opening and within five (5) business days after request, the bidder(s) shall provide a completed Bus Information Request Form (see Attachment 7) along with a financial statement that verifies the ability to purchase or finance the total number of buses that the bidder indicated they can accept on the Bid Price Sheet. This information shall be provided to the Pupil Transportation Office. Those bidders using existing pre-approved HCPSS school buses are only required to provide bus number(s), VIN number(s), and vehicle owner information. Failure to provide the Bus Information Request Form and financial statement within five (5) business days after request shall be cause for rejection of the entire bid.

Q. SIGNATURE TO BID

- 1. The section titled "BID SIGNATURE SHEET" shall be completed to provide all the information requested and signed by the person or persons legally authorized to sign contracts.

R. OPENING PROCEDURES

- 1. Sealed bids will be opened at the Department of Education at the designated time and place. The Purchasing Officer for the Howard County Public School System shall designate the time and place on the bid forms for the opening of bids, and shall open the sealed bids and publicly read them aloud.
- 2. During the period of evaluation, no bidder shall contact any member or employee of the Howard County Public School System concerning award. Such action may result in the bidder's offer being removed from evaluation and rendered non-responsive.

S. BASIS FOR AWARD

1. It is the intention of the Pupil Transportation Office (PTO) to evaluate all bids and recommend to the Board an award for each individual route to the lowest responsive and responsible bidder(s), giving consideration to price and the criteria set forth in Board of Education of Howard County Policy 5220 (School Bus Contracts and School Bus Personnel).
2. It is the responsibility of the bidder to adhere to all requests for submittals in this document and to provide adequate information in order for the Board to evaluate the bidder's capability to fulfill the requirements of the bid(s).
3. Bids are to be executed on the form(s) provided and returned in sealed envelopes marked clearly Bus Bid. Telephone, telegraphic, and/or facsimile bids will be considered non-responsive and will not be accepted.
4. Bids will be submitted for the specified route(s) and/or block routes. Bidders who are submitting bids for bus routes are required to enter on the Bid Response Sheet the number of regular and/or special needs routes they are capable of accepting. **Failure to indicate the number of routes capable of acceptance shall be cause for rejection of the entire bid.** The Pupil Transportation Office shall be the sole determinant of which routes will be awarded to a bidder up to the number of regular and/or special needs routes the bidder has indicated they can accept.
5. Incomplete and/or late bids shall be considered non-responsive and will not be considered.
6. The Board reserves the right to award/reject any and all bids in the best interest of the Board.
7. A Bid Price sheet must be submitted in such a manner that it can be clearly interpreted by the Board.
8. Should a single bidder be low on multiple routes, the Board reserves the right to select which routes will be awarded the bidder.
9. Attachment 2 identifies the routes that are available. Attachment 2 also identifies the zones in which the routes are available. Routes that are marked with an asterisk (*) are non-public special needs routes. Routes that are marked with a double asterisk (**) are tentatively scheduled to be assigned a Homewood School trip. The Homewood School dismisses at 1:10 p.m. every Wednesday throughout the school year. Routes that are marked with a triple asterisk (***) are tentatively scheduled to be assigned a Cedar Lane School trip. The current school year calendar and opening/closing times for the non-public schools will be provided as needed. All routes are subject to change as needed based on the needs of the school system. Attachment 3 (Howard County map) and Attachment 4 (Schools By Zone) identify the schools that comprises the six (6) zones as well as identifying the school locations throughout Howard County. Some crossovers between different zones may occur; however, they are kept to a minimum. Specific School Bus Routes will be assigned by the PTO on or before the first day prior to the first official day of school.
10. The PTO will make every attempt to minimize the amount of deadhead mileage for the contractor should any changes be necessary throughout the school year.
11. For individual routes, the basis for award shall be calculated in the following manner: Bidders shall quote their rate for live mileage and time per hour for the

first 55 miles and 5.0 hours. They shall also provide rates for live mileage and time that exceeds 55 miles and 5.0 hours. The extended rate may not exceed the base rate. The extended rates will be evaluated in the award. Specifically, all extended rates will be evaluated by adding one (1) hour and ten (10) miles such that the total time and mileage will be six (6) hours and 65 miles. **Bidders who submit price quotes in which the extended rates exceed base rates will be rejected for the route.**

For block routes, the basis for award shall be calculated in the following manner:

Bidders shall quote their rate for live mileage and time per hour for the first 55 miles and 5.0 hours. They shall also provide rates for live mileage and time that exceeds 55 miles and 5.0 hours. The rates will be applied to the average mileage and time for all routes. The extended rates will be evaluated in the award. Specifically, all extended rates will be evaluated by adding one (1) hour and ten (10) miles such that the total time and mileage will be six (6) hours and 65 miles. The averages are identified in Attachment 2.

12. "Live" time and mileage is defined as from the first pickup location to the last school in the morning and from the first school to the last drop-off in the afternoon. The rates bid shall be multiplied by the mileage and hourly rates established for each route as provided in Attachment 2. See Attachment 1 for an example of how the total cost will be calculated. Note that the extended rate is applied to the route mileage and time that exceeds 55 miles and 5.0 hours.
13. The time and mileage minimums and rates bid do not apply to extra routes that may be assigned including, but not limited to mid-day, work study/enclave, homeless and evening school/weekend trips and summer school routes. For Summer School routes, the minimum time and mileage will be 40 miles and 3.5 hours daily. Mid-day routes during the school year will be guaranteed 1.5 hours. Extended rates will be applied for all time and mileage beyond the stated minimums.
14. All successful bidders must be prepared to begin transportation services on the first day of school. If a successful bidder chooses to purchase a bus, the bidder must provide a statement indicating intent to purchase. Proof of purchase must be provided within fourteen (14) calendar days from award of the contract.
15. When the purchased bus becomes available, the PTO must conduct an acceptance inspection before the vehicle can be placed in service. If the vehicle will not be available before August 14, 2020, the contractor shall secure an approved spare and advise the PTO of the bus number prior to August 21, 2020. A financial adjustment of \$100.00 per operational day may be assessed if an approved bus meeting the vehicle specifications of the solicitation is not placed into service prior to October 1, 2020. If through no fault of the contractor a bus meeting the bid specifications cannot be secured in a timely manner, the \$100.00 per operational day fee may be waived.
16. All routes are subject to change based on the needs of the school system

T. CONTRACT AWARD

1. Contract award will be made by the Board of Education to the lowest responsible bidder who conforms to the specifications with consideration given to quantities involved, time required for delivery, purpose for which required, competency and responsibility of the bidder, the ability of the bidder to perform satisfactory service, and the plan for utilization of minority contractors.

2. The Board of Education of Howard County reserves the right to reject any or all bids, in whole or in part to make partial awards, to waive any irregularity, to increase or decrease quantities where quantities are shown and may reject any bid which indicates any omission, contains alteration of form or additions, or imposes conditions or offers alternate items and may make any award which is deemed in the best interest of the Howard County Public School System.
3. In the event of a tie bid on any route, the bidders will be requested to resubmit their bids on a day and time determined by the Pupil Transportation Office. Should a second tie occur, the award shall be made by the toss of a coin.

U. MATERIAL SAFETY DATA SHEETS

1. Pursuant to Occupational Safety and Health Act (OSHA) 29CFR1910, MSDS for the products supplied or used as a result of this contract must be attached to each shipment of product as well as mailed to:

Howard County Public School System
Safety, Environment & Risk Management
10910 Clarksville Pike
Ellicott City, MD 21042

2. MSDS must show the contract number under which the products were supplied or used.

V. ETHICS REGULATIONS

1. The Board of Education of Howard County has adopted an Ethics Regulation policy. Required by the Annotated Code of Maryland, these Ethics Regulations cover members of the Board of Education, the Superintendent, and all employees; and it specifies limits of participation of these individuals with entities doing business with The Howard County Public School System. For a copy of the regulations, please contact the Purchasing Office, Howard County Department of Education (410) 313-6644.

II. TERMS AND CONDITIONS

A. SCOPE

1. The bid document is intended to furnish the guidelines for the Board to provide a contract for complete bus service. Complete bus service is defined as service as specified in the attached Schedule for the 2020-2021 school year and any other schedule(s), such as summer school, that may be established by the Howard County Public School System throughout the contract period.
2. The successful contractor is required to provide quality service in accordance with all State and Federal Laws, Board of Education Policies, and directives of the Superintendent/designee.

B. CONTRACT ADMINISTRATOR

1. The contract administrator will be the Director of Pupil Transportation. The Director will assume the responsibilities for administering the contract after the award.
2. During the day-to-day operation/transportation, bus drivers must follow all instructions given by the Director of Pupil Transportation or his official designee.

C. CONTRACT PERIOD

1. The contract period of service covered by these specifications will be from the date the contract is signed through June 30, 2026. At the end of the sixth year, the contractor may request consideration for extending the contract on a yearly basis not to exceed a total of twelve (12) years.

D. BUS/VEHICLE QUALIFICATIONS

1. School buses shall meet all federal, state, Motor Vehicle Administration, and Howard County specifications and shall be approved by the Director of Pupil Transportation. **A document containing these specifications can be obtained from the Pupil Transportation Office.**
2. All buses shall have a Maryland Acceptance date on or after January 1, 2018 and have no more than 50,000 original miles.
3. Bidders shall provide satisfactory evidence of the age of the bus within five (5) days after request, (see Attachment 7). Acceptance of evidence shall be at the sole discretion of the Director of Pupil Transportation.
4. The mileage and manufacturing date restrictions do not apply to buses if they were new when placed into service on an existing and/or previous Howard County bid. In addition, the bus must meet all equipment requirements noted in this section.
5. New buses utilized for the fulfillment of this bid will be eligible for additional bid opportunities at the end of the contract period contingent on Item D.4. The contractor may also request consideration for the bus to remain in the fleet as an approved spare contingent upon any required retrofits and the approval of the Director of Pupil Transportation. Under no circumstance can a bus be used beyond its twelfth (12th) year of service unless a waiver has been granted by MSDE. It is the intent of HCPSS to adhere to the standards outlined under current COMAR requirements.
6. School buses shall be maintained in a clean, safe, and acceptable condition as determined by the Director of Pupil Transportation and/or designees. Any vehicle utilized shall be made available for inspection at any reasonable time at the request of the PTO.
7. Buses that are not already included in the Howard County bus fleet must be "acceptance checked" and inspected at the contractor's expense as determined by the PTO and thus will be insured by Board of Education automobile liability insurance (Maryland Association of Boards of Education Group Insurance Pool) as provided for in Policy 5220 entitled School Bus Contracts and School Bus Personnel. This policy is incorporated, by reference, in the School Bus Contract.
8. All buses shall comply with all retrofit items that may be required within the contract period.
9. Regular route buses shall have a minimum manufacturer rated capacity of 70 passengers. The seating plan shall be a minimum of twelve (12) rows of seats. With the exception of the last row of seats by the emergency exit, all seats shall be 3-3 (39 inch-39 inch); the last row shall be 30 inch seats.
10. Special needs route buses shall have a minimum manufacturer rated capacity of 48 passengers.

11. For special needs routes, buses must be equipped with an orthopedic lift, the capacity to accommodate a minimum of three (3) wheelchairs in a forward facing position, be air conditioned and be equipped with 39 inch C.E. White Company seats, or equivalent that contain two (2) integrated child restraint system positions. The seating arrangement must yield a minimum of 18 integrated child restraint positions.
12. Should it become necessary, it will be the responsibility of the contractor to purchase and install additional seats over the wheelchair securement position. The additional seats may be required to have the child restraint system and three-point seat belts.
13. For special needs routes, buses must be equipped with:
 - a) Red locking document bag, size 11" X 15", laminated nylon, standard keyed alike (Cardinal Bag Supplies).
 - b) Evacuation blanket
 - c) Seat belt cutter
14. A sample seating/wheelchair arrangement for Thomas, Blue Bird and International body buses will be provided as needed.
15. All buses shall have available a two-way electronic communication device (cellular telephone, two-way radio, etc.) capable of contacting the driver immediately in order to share information.
16. The successful contractor is required to permit the use of a Global Positioning Satellite (GPS) tracking system along with Audio Visual Recording Systems on the bus.
17. Video Camera Requirement: The Howard County Public School System will provide the internal camera system.
18. A ROSCO Visions Systems backup camera system shall be installed.
 - a) To activate when the engine is running and the gearshift is placed in reverse.
 - b) Monitor to be integrated within the inside rear view (overhead) mirror. Monitor shall remain dark when gearshift is placed in any position other than reverse, and when ignition is in the "off" position.
 - c) Four (4) backing sensors shall be incorporated into the rear bumper (conventional) or below engine compartment door (rear engine only). Backing sensors shall provide an audible alarm that gradually increases in frequency once an object is detected within the sensor range. The audible alarm shall be emitted from the rear of the 6" X 30" interior driver's mirror with integrated backup camera display.
19. All spare busses will be administered in accordance with the Board of Education of Howard County Policy 5220 (School Bus Contracts and School Bus Personnel).
20. Contractors shall provide certified spare buses necessary to meet regular school bus maintenance requirements, scheduled and unscheduled, and any other circumstance that may require "out of service" placement of a regularly assigned school bus. The ratio of spare buses to regular and special education route buses shall be one (1) regular spare bus for eight (8) regular route buses and one (1) special education spare bus for eight (8) special education route buses. For contractors who have less than eight (8) contracts with HCPSS, a written

document must be provided, each year, outlining the certified HCPSS contractor and bus, intended for subcontract use of bus (see Attachment 5).

E. SCHOOL BUS DRIVER AND SCHOOL BUS ATTENDANT QUALIFICATIONS

1. School bus drivers and attendants must meet all certification, qualification, and training requirements of the Maryland State Board of Education, Maryland Motor Vehicle Administration, if applicable, and be approved by the Director of Pupil Transportation.
2. The Contractor and bus personnel shall be responsible for ensuring the safety of passengers, pedestrians, and other motorists. The Contractor shall ensure that personnel are familiar with and observe the highest possible standards of safe driving at all times and comply with all standard rules and regulations as they apply to the operation of school buses.
3. School bus drivers and/or Contractors are responsible for knowing and following the prescribed route(s).
4. Bus personnel for special needs routes will consist of one (1) driver and one (1) attendant. Bus personnel shall meet all certification qualifications and training requirements outlined in E. 1.
5. On special needs routes, should a second attendant be needed at the direction of the PTO, after the award of this contract, the payment for a second attendant will be calculated on forty percent (40%) of the hourly rates submitted.
6. The contractor shall perform one (1) on board observation/evaluation annually for all regular and substitute drivers and attendants, and report the observation on a HCPSS School Bus Contractor Driver Evaluation Form provided by HCPSS (see Attachment 6).
7. The contractor shall conduct three (3) one-hour minimum safety meetings annually for all school bus drivers and attendants, and report the date completed, name of participants and contents of the safety meeting to the PTO.

F. SUBCONTRACTORS

1. The successful bidder(s) shall not assign the contract(s) or any part of it without the consent, in writing, of the Director of Pupil Transportation. This does not prohibit the contractor from using another approved HCPSS contractor to provide transportation in the event of an emergency. The contractor shall provide notice of the use of a substitute contractor to the Director of Pupil Transportation on the day it occurs for substitutions of one (1) day or less. Any contractor substitutions beyond one (1) day shall require advance approval by the Director of Pupil Transportation, (see Attachment 5) HCPSS School Bus Contractor Contingency Coverage and or Bus Plan form.
2. If a subcontractor is approved by the Director of Pupil Transportation, 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.
3. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and the Board.

G. ASSIGNMENTS

1. Upon authorization in writing from the Board, the contractor may assign or transfer this contract, any interest herein or any claim hereunder. If authorization is given, the performance shall be expressly waived in writing by the Board releasing the contractor from responsibility from performance of this contract.

H. PRICE ADJUSTMENT

1. In order to protect the interest of the Board and to give the contractor a reasonable basis for bidding, a price adjustment feature is hereby incorporated into the specifications and contract documents and shall be binding on the contractor and the Board. A price adjustment will be considered for the second year on the contract anniversary date, and each year thereafter, pending a review including, but not limited to, the Consumer Price Index (CPI) for the Baltimore/Washington area for public and private transportation, increase/decrease in the Maryland State grant for transportation, local funding, and information supplied by the Contractors' Association verifying operational cost increases.
2. A price adjustment will be made if there is an increase or decrease of more than five (5) cents per gallon in the cost of fuel. The adjustment will be \$.01 per \$.05 change in retail cost of fuel. These adjustments will begin on the first year of operation, using the Board award approval date as the base fuel rate.
3. In submitting proposals, each contractor shall set forth the amount he will accept for the first year in BASE and EXTENDED time and mileage payment for services in accordance with the contract. The Base Rate is the minimum 55 miles and 5.0 hours per day. The Extended Rate is time and mileage over and above the minimum 55 miles and 5.0 hours per day. The extended rate may not exceed the base rate.
4. Payment under this contract will be for time and mileage calculated from the first (1st) morning pick-up location to the last morning school served and from the first (1st) afternoon school served to the last afternoon drop-off location.
5. Route adjustments for increased or decreased miles and hours will be determined by the Director of Pupil Transportation/designee.
6. The contractor hereby agrees to accept payments adjusted in this manner as full compensation for services and/or materials delivered.

I. PAYMENTS

1. Payment will be made on or before the 5th working day of each month beginning October, 2020. Monthly reimbursement will be for actual days of operation based on the bid amount plus any changes.
2. Changes in time and mileage will only be reimbursed if the change is equal to or greater than seven (7) minutes and/or one (1) mile.
3. Actual payment for both individual and block routes will be based on the applicable base time and mileage rates bid for the first 55 miles and 5.0 hours of time and the extended rates bid on time and mileage that exceeds 55 miles and 5.0 hours as reported by the contractor and verified by the PTO.
4. Attached is the approved calendar for the 2020-2021 school year. The calendar identifies the days that schools will be in session, including all scheduled early dismissals and late openings. Opening/closing times have not yet been established for the 2020-2021 school year. The Board reserves the right to modify these schedules as it deems appropriate. Contractor reimbursement will be for the

initially established number of school days set forth in the calendar, the additional days will be applied to professional development to include classroom instruction, dry-runs and/or behind the wheel training.

5. Payment for all costs associated with the operation of the bus(es) will be the sole responsibility of the contractor.
6. All special education routes will be paid not less than 1-1/2 hours for any noontime trips that may be assigned at the beginning of the school year or anytime throughout the school year.

J. FUNDING

1. The contractual obligation of the Board under this contract is contingent upon the availability of appropriate funds from which payment for this contract can be made.
2. In the event that the necessary funds are not appropriated, the affected contract becomes null and void effective July 1 of the fiscal year for which funding requests have been denied.

K. TERMINATION

1. At the discretion of the Board, in accordance with the Board of Education of Howard County Policy 5220 (School Bus Contracts and School Bus Personnel) the services of the contractor may be terminated.
2. If it becomes necessary to cancel the contract, the contractor will continue to provide service until a new contract can be established by the Board.
3. Should a contractor be unable to continue satisfactory performance, relief may be granted per Section F. SUBCONTRACTORS or G. ASSIGNMENTS. Under no circumstances shall a contractor assign or subcontract without prior written approval of the PTO. Failure to be granted this approval prior to performance of work may be cause for termination.

L. TRAFFIC VIOLATIONS

1. HCPSS requires that all red light and speeding violations incurred by drivers while their school bus contractor is under contract and performing official HCPSS business, shall be reported to the PTO no later than five (5) days after notification of the infraction. The report shall include the name of the driver and a copy of the citation. Failure to report violations may be considered breach of contract and cause for termination.

M. LIQUIDATED DAMAGES

General: Without acting to limit any and all remedies available to HCPSS, liquidated damages may be imposed for lack of or failure of services, in whole or in part, for items and amounts noted below.

Conditions: One or more of the damages may apply at any one time. Damages will not be imposed for situations beyond the control of the Contractor, including, but not limited to: accidents, unusual traffic jams, road construction, weather oriented delays, and schedule conflicts recognized by HCPSS. The final decision relative to imposing any liquidated damages rests with the HCPSS Transportation Office and will be based on its investigation or observation of events. Liquidated damage amounts will be deducted from regularly scheduled payments due the Contractor.

Qualification: The above list of Specific Items Subject to Liquidated Damages is not to be construed as a limitation on available remedies or a limit on the type of offenses that may result in sanctions or actions by HCPSS against the Contractor. Repetitive violations of the above shall result in higher levels of action by HCPSS.

Specific Items Subject to Liquidated Damages:

- a) Failure to perform any or all portions of a route or trip per day assigned by HCPSS PTO: \$50.00-\$100.00 per trip
- b) Failure to have an attendant on the bus when required by HCPSS PTO: \$50.00-\$150.00 per route
- c) Failure to perform a post trip inspection of the interior of the bus subsequent to each trip: \$25.00 per incident
- d) Failure to perform a post trip inspection of the interior of the bus that results in a child being left unattended on the bus: \$500.00 per incident
- e) Failure to contact HCPSS about a school bus accident in a timely manner: \$100.00 per incident
- f) Failure to meet an afternoon line up time without prior approval by HCPSS PTO: \$20.00 per incident, per bus
- g) Failure to notify HCPSS PTO of changes to scheduled bus routes (this does not include using a spare bus): \$50.00 per incident
- h) Failure to submit required documents to HCPSS PTO by the due date: \$25.00 per document
- i) Operating a school vehicle with a tire tread depth under 4/32 inch for front tires and 2/32 inch for rear tires: \$500.00 per tire
- j) Failure to have a working camera system on an eligible school bus: \$250.00 per incident
- k) Failure to have management contacts available and accessible for communication contact with or from HCPSS during regular working hours on school days: \$50.00 per incident
- l) Unexcused failure to maintain a two-way radio or alternative phone system in good working order in a school vehicle transporting students: \$25 per incident, per bus
- m) Failure to present a school bus for inspection on the bus's scheduled inspection day without prior notification: \$50.00 per incident, per bus

N. TOBACCO-FREE AND ALCOHOL/DRUG-FREE ENVIRONMENT

- 1. The Board of Education of Howard County desires to maintain a tobacco, alcohol/drug-free environment.
- 2. This is to advise all bidders that school policy regarding the sale or use of tobacco, alcohol or drugs, in any form or related products, is prohibited in school buildings, or on school grounds at all times. PTO guidelines also prohibit any use of tobacco, alcohol or drugs, in any form, on school buses while under contract to the Board of Education.
- 3. Persons found to violate this policy may be requested to remove the product in question and themselves from the school premises or be subject to other administrative action, as deemed appropriate by the Superintendent/designee.

O. CRIMINAL HISTORY BACKGROUND CHECKS

- 1. All employees, agents, or representatives of the awarded Contractor who will be performing work on any phase of the contract arising out of this Bid may be subject to a criminal history background check by the school system. Such persons, if requested by the school system, must provide fingerprints and other required

information to facilitate such a check, as well as the necessary fees to obtain such a check from the federal or state government. At the completion of a background check, the school system may, at its sole discretion, decide that a particular employee, agent, or representative of the Contractor be barred from school system property.

P. CHILD SEX OFFENDER NOTIFICATION

1. Sex Offender Requirement: Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procedure Article, §11-704. One of the purposes of this law, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.
2. As a contractor working for Howard County Public School System (HCPSS), we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on HCPSS property. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11-722 Criminal Procedure Article. 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.
3. Each contractor shall screen their work-forces to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violations of this provision may cause HCPSS to take action against the contractor up to and including termination of the contract.
4. 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 property 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 sexual offense, child sexual abuse and crimes of violence.
5. The Contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history records checks have been conducted and that each employee complies with the requirements.

Q. RESOLUTION OF BID DISPUTES

1. Bid rejection for non-responsiveness and/or non-responsibility shall be made using the criteria guidelines as stated in the Bid Documents.
2. After the bid opening and bid review, but prior to bid award, any bidder who is declared to be non-responsive and/or non-responsible may be notified as to the reason(s) for his rejection. If any rejections are made, the bid award recommendation will be made no sooner than three (3) calendar days after the notification(s) have been made.

3. The aggrieved person must file a protest in writing with the Purchasing Office within two days after he/she knew, or should have known, of the facts and circumstances upon which the protest is based.
4. The written protest must include the basis for the protest or appeal, complete in all respects, which relief sought, and whether the protestor wishes to have a hearing with respect to the protest or appeal.
5. Any protest received from a bidder not having standing, meaning the next bidder to receive an award, may not be given further consideration.
6. Protests shall be addressed to Howard County Department of Education, 10910 Clarksville Pike, Ellicott City, Maryland 21042, Attn.: Joe Veslany, Buyer, labeled "Protest". The written protest shall include as a minimum the following:
 - a) Name and address of the protester
 - b) Appropriate identification of the bid
 - c) Supporting exhibits, evidence, and/or documents to substantiate any claims.
 - d) Suggested remedy(ies).
7. The Purchasing Office shall, upon written request, make available for review to any interested party information submitted that bears on the substance of the protest except where information is proprietary, confidential, or otherwise permitted or requested to be withheld by law or regulations.

I. Policy Statement

The Board of Education recognizes the need to provide safe, reliable and efficient transportation services to students for educational and extracurricular programs. The Board further recognizes the need to contract with legal entities which are qualified school bus contractors with certified personnel and equipment.

II. Purpose

The purpose of this policy is to establish guidelines for the administration of school bus contracts and school bus personnel.

III. Definitions

Within the context of this policy, the following definitions apply:

- A. School Bus – A vehicle approved by the Howard County Public School System (HCPSS) as required in the school bus contract with the Board.
- B. School Bus Attendant – An individual approved to assist students and the school bus driver as required in the school bus contract with the Board.
- C. School Bus Contract (Contract) – A binding written agreement between the Board and a school bus contractor to provide school transportation services for the HCPSS.
- D. School Bus Contractor (Contractor) – A legal entity approved to operate school buses when awarded a school bus contract by the Board.
- E. School Bus Driver – An individual approved to operate a school bus as required in the school bus contract with the Board.
- F. School Bus Inspection – A scheduled or non-scheduled inspection of school buses performed by HCPSS staff, Maryland Motor Vehicle Administration (MVA) inspectors, or licensed private service providers.
- G. School Bus Personnel – School bus drivers and school bus attendants employed by school bus contractors.

IV. Standards

- A. All legal entities awarded school bus contracts with the Board will be approved based on, but not limited to: experience, criminal background checks, personal and professional references, garage location, safety and driving records, appropriate financial position, school bus inspection records, and available qualified personnel.
- B. All personnel provided by the school bus contractor in fulfillment of the requirements of the school bus contract with the Board will meet all applicable federal and state motor vehicle licensing requirements, Code of Maryland Regulations (COMAR), and HCPSS requirements.
- C. All vehicles provided by the school bus contractor for transportation services will comply with all United States Department of Transportation (USDOT), Maryland MVA, COMAR, and HCPSS requirements and specifications as defined in the school bus contract.
- D. School Bus Contracts
 - 1. School bus contracts will be awarded to the best qualified legal entity and in accordance with HCPSS Policy 4050 Procurement of Goods and/or Services. All contract awards will be recommended to the Board for approval.
 - 2. Transfer of school bus contracts is prohibited unless expressly approved by the Board.
 - 3. In emergency situations which result in non-fulfillment of school bus contract requirements, school bus contracts may be temporarily assigned by the Superintendent/Designee without prior approval of the Board. Temporary school bus contract assignments are limited to less than one fiscal year.

V. Responsibilities

- A. The Superintendent/Designee will ensure that standards for awarding school bus contracts are implemented and followed consistently.
- B. The Superintendent/Designee will oversee the pupil transportation system related to safety, transportation of students, safe condition of buses, the competence and fitness of school bus personnel, route assignments, and other issues relating to the day-to-day operation of the transportation system.
- C. The Pupil Transportation Office will provide copies of applicable policies and procedures to school bus contractors and will provide appropriate professional development and in-service training.

- D. School bus contractors are responsible for being fully informed of policies and procedures associated with the provision of school bus contracts and of any amendments thereto.

VI. Delegation of Authority

The Superintendent/Designee is authorized to develop appropriate procedures to implement this policy.

VII. References

A. Legal

Federal Motor Carrier Safety Administration (FMCSA) Regulations 49 CFR part 382, Controlled Substances and Alcohol Use and Testing
United States Department of Transportation (USDOT) Regulations 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs
The Annotated Code of Maryland, Education Article
Section 5-105 (Liability insurance)
Section 5-205 (Grants to provide transportation services; rules and regulations for safe operation)
Section 7-801 (Transporting students)
Section 7-802 (Driver's age)
Section 7-804 (Length of use of school bus)
The Annotated Code of Maryland, Transportation Article
Section 11-153 (School bus)
Section 11-154 (School vehicle)
Section 11-173 (Type I school vehicle)
Section 11-174 (Type II school vehicle)
Section 13-420 (Registration of school vehicles)
Section 13-932 (School vehicles: Class H)
Section 16-103.2 (School vehicle drivers)
Section 16-816 (School vehicles)
Section 21-703 (Stopping at all railroad crossings)
Section 21-706 (Overtaking and passing school vehicle)
Section 21-1118 (School Bus regulations)
Section 22-218 (Audible and visual signals on vehicles)
Section 22-227 (Special restrictions on lamps)
Section 22-228 (Special equipment on school vehicles)
Section 22-418 (Color of school vehicles)
Section 23-107 (Inspection certificate)
Section 25-110 (Regulations relative to school vehicles)
COMAR 11.19.01 to .08 Motor Vehicle Administration (MVA) – School Vehicles
COMAR 13A.06.07 Student Transportation

B. Other Board Policies

Policy 1010 Discrimination

Policy 2050 Advisory Committees to Staff and Schools
Policy 4050 Procurement of Goods and/or Services
Policy 5200 Pupil Transportation
Policy 9200 Student Discipline

- C. Relevant Data Sources
Vehicle Maintenance and Safety Records
- D. Other
HCPSS Student Code of Conduct

VIII. History

ADOPTED: October 3, 1967

REVIEWED:

MODIFIED:

REVISED: August 10, 1989
June 13, 1996
December 14, 2000
June 10, 2004
April 10, 2008
November 20, 2014

EFFECTIVE: December 1, 2014



**POLICY 5220-IP
IMPLEMENTATION PROCEDURES**

**SCHOOL BUS CONTRACTS AND
SCHOOL BUS PERSONNEL**

Effective: December 1, 2014

I. School Bus Contract Bid and Award

- A. Notification that school bus contracts are available for competitive bid will be advertised in accordance with Policy 4050 Procurement of Goods and/or Services.
- B. School bus contracts will be awarded to the best qualified legal entity in accordance with Policy 4050 Procurement of Goods and/or Services. Further factors may include:
 - 1. Experience
 - 2. Satisfactory past and present performance
 - 3. Criminal background investigations
 - 4. Personal and professional references
 - 5. Motor Vehicle Administration record(s)
 - 6. State of Maryland Administration and the Howard County Public School System (HCPSS) school bus inspection records
 - 7. Garage location
 - 8. Appropriate financial information
 - 9. Personnel
 - 10. Equipment
- C. Requests for transfer of school bus contracts must be submitted in writing to the Superintendent/Designee for review and recommendation to the Board.

II. School Bus Contract and School Bus Contractor Performance

- A. The Superintendent/Designee administers the contract.
- B. The Pupil Transportation Office coordinates and schedules transportation services.
- C. Any disputes or disagreements regarding the performance of a school bus contractor or the fitness and competence of school bus personnel will be processed in accordance with the provisions set forth in the applicable procedures and regulations.
- D. Failure by a school bus contractor to perform in accordance with the contract and/or other applicable statutes or regulations is a breach of contract with the

1 of 7

Board. The Superintendent/Designee will notify the contractor in writing of the alleged breach and of resulting recommendations.

- E. After determining that the contractor is in breach of the contract, the Director of Pupil Transportation will implement and/or recommend one or more of the following penalties to the Board and/or Superintendent/Designee:
1. Issuance of a letter of reprimand or warning.
 2. Placement of the contractor on probationary status pending future compliance related to the deficiency.
 3. Temporary suspension of the contract and any payment.
 4. Withholding of payment for failure to comply with routes, schedules, or any part of the assignment associated with the payment formula.
 5. Termination of the contract. If termination of the contract is recommended, the Director of Transportation will forward the findings to the Board.

III. Mechanical Performance of School Buses

- A. School buses providing services under contract to the Board must comply with all inspection requirements promulgated by the United States Department of Transportation (USDOT), the Maryland Motor Vehicle Administration (MVA), COMAR and as deemed necessary by the Superintendent/Designee.
- B. Contractor-owned school buses are required to comply with federal, state, and local requirements in maintaining their buses in the proper condition without cost to the school system.
- C. All vehicles will be inspected by the Pupil Transportation Office for compliance prior to being approved as a vehicle fulfilling the requirements of a school bus contract or as a spare bus.
1. Every school bus will be inspected by the Pupil Transportation Office at least three (3) times per year with one of the inspections being with the MVA.
 2. In addition to the three (3) regularly scheduled inspections, the Superintendent/Designee may require other inspections of individual buses at any time to ensure the safe transportation of students.
 3. If an additional inspection is required due to poor operation, or if the mechanical condition of the school bus is in question, the cost of the inspection may be charged to the contractor.
 4. Upon inspection, defects will be noted as minor or major.
 - a. Minor defects require repair within thirty (30) days.
 - b. Major defects require:

- i. The school bus to be taken out of service.
- ii. Immediate repair prior to the school bus being placed back in service for the transportation of students.

IV. Competence and Fitness of School Bus Contractor Personnel

- A. The Director of Pupil Transportation has the right to determine the competence and fitness of school bus personnel under the school bus contract between the Board and individual school bus contractors. School bus personnel are employees of the school bus contractor and not the Board; therefore, these procedures do not confer any substantive rights on school bus contractor personnel.
- B. The Pupil Transportation Office will receive and review all documentation to ensure that school bus contractor personnel meet all federal, state, and local laws and regulations.
- C. The Director of Pupil Transportation will investigate alleged incidents bearing on the fitness and competence of contractors and/or school bus personnel, and recommend appropriate follow-up action to be taken.
- D. The Director of Pupil Transportation will notify the contractor as soon as practicable of any investigation and any required action associated with the duties of the contractor personnel.
- E. Under emergency situations, the Director of Pupil Transportation may immediately remove a bus driver or bus attendant from duty.
- F. The school bus contractor has the right to appeal the Director of Pupil Transportation's action in accordance with Section VII of these procedures.

V. Liability Insurance

- A. A statement of vehicle liability insurance coverage will be provided to each contractor by the Director of Pupil Transportation. The liability insurance coverage for approved school buses will be determined by the Maryland Association of Boards of Education (MABE) Group Insurance Pool and coverage will be in effect during periods of time that the school bus is engaged in approved school business. The vehicle liability insurance will apply when vehicles are:
 1. On school system business or transporting students to and from school or when transporting students or other authorized passengers and/or Board employees on approved school-related activities, including the operation of the buses to and from the regular storage or garage location without any interim stops for any unapproved personal business or activity. Approval of insurance coverage outside of school business will be requested, and any approval will be granted by the Director of Pupil Transportation.

2. Operated for maintenance, testing purposes, or bus inspections.
 3. Used for training of school bus drivers.
 4. Used for route preview and/or review purposes.
 5. Obtaining fuel and/or seeking repairs between trips and/or from garage location to and from first or last stop.
 6. Operating from garage location to first stop and from last stop to garage location (a.m. and p.m.).
 7. On approved field trips and approved athletic trips including when it is necessary to obtain meals, fuel, and repairs.
 8. Operating during the time of the designated "route assignment" for meal/coffee or restroom breaks. "Route assignment" time is the time from when the bus leaves the garage location to pick up students at their bus stops to when the last group of students are dropped off at school; and the time from when the bus leaves the garage to pick up students at school to when the last stop is completed to drop students off at their bus stops. These breaks should not be taken when students are on board the bus. No other personal business is allowed during these breaks.
 9. Used for any other purpose related to the contractor's performance of his/her contractual duties approved in advance by the Director of Pupil Transportation.
- B. Any accident claim submitted by a contractor which is not addressed by the items noted above will be considered by the vehicle liability insurance administrator on an individual case basis.

VI. Alcohol and Controlled Substance Use and Testing

Alcohol and Controlled Substances Use and Testing of all school bus personnel will be conducted as required by the USDOT, Code of Maryland Regulations (COMAR) Title 13A, and the Director of Pupil Transportation.

- A. In compliance with the above regulatory agencies and persons, the Alcohol and Controlled Substances Use and Testing Program will include testing in the following areas:
1. Pre-employment (drug testing only)
 2. Post-accident
 3. Random
 4. Reasonable cause.

- B. In compliance with USDOT, COMAR, and directives of the Superintendent/ Designee, all school bus drivers must participate in an alcohol and controlled substances testing program. This may be accomplished through the contractor's testing program or by joining a consortium with a testing company that meets all USDOT requirements.
- C. Contractors (employers) will certify on an annual basis that their drivers (employees) are participating in an alcohol and controlled substances use testing program and that their testing program is in full compliance with all requirements. This will be accomplished by providing the Pupil Transportation Office with a copy of all required forms submitted to the USDOT.
- D. Each contractor will provide a copy of their required drug/alcohol policy to the Pupil Transportation Office to be maintained in the contractor's file. If at any time the policy is changed, a revised copy must be sent to and approved by the Pupil Transportation Office.
- E. In addition to all USDOT requirements, the contractor's policy will include the following:
 - 1. A statement requiring the testing company to contact the Pupil Transportation Office at the same time the contractor is notified in the event of any positive drug/alcohol test. This would include positive results as well as refusing to undergo a controlled substances use or alcohol test or failing to undergo the test(s) within the time limits established by USDOT regulations.
 - 2. A statement requiring the company/consortium to provide to the Pupil Transportation Office a quarterly listing of the names, dates, and times of notification for all drivers given to the contractor for random drug and/or alcohol testing.
 - 3. A statement indicating that the Pupil Transportation Office supervisory staff may act on behalf of the contractor to notify a driver of a post-accident or reasonable cause drug and/or alcohol test.
- F. On a quarterly basis, the contractor will provide the Pupil Transportation Office with a listing of the names, dates, and times of when they notified a driver for a drug and/or alcohol test.
- G. At the discretion of the Pupil Transportation Office supervisory staff, school bus personnel may be required to undergo a post-accident drug and/or alcohol test even though it may not be required under USDOT regulations.
- H. A school bus applicant/driver who tests positive for a required test for controlled substances and/or has an alcohol concentration greater than .00 will be disqualified from operating a school bus for the HCPSS.

- I. All USDOT required records maintained by the contractor will be open for inspection by the Pupil Transportation Office during the Department of Education's working hours on any business day.

VII. Reviews, Appeals, and Hearings

A. School Bus Contract/School Bus Contractors

1. If a contractor desires to appeal and/or review the recommendation of the Director of Pupil Transportation regarding a breach of contracts, the contractor will notify the Superintendent/Designee, in writing, within fifteen (15) calendar days of the written recommendation.
2. Upon receipt of the school bus contractor's request for appeal and/or review, the Superintendent/Designee will meet with the contractor and the contractor's representative(s), if applicable, to consider the contractor's appeal.
3. After consideration of the appeal and/or request for review, the Superintendent/Designee will determine whether the contract has been breached, and if a breach is found the Superintendent/Designee will make a written recommendation to the Board as to the penalty to be imposed.
4. If the contractor desires to review the recommendation of the Superintendent/Designee, the contractor will notify the Board within fifteen (15) calendar days of receipt of the written recommendation.
5. Investigations and Reviews.
 - a. If the contractor requests a review of the recommendation of the Superintendent/Designee to the Board, the Board will decide whether it will accept the review and the manner in which it will consider the review. The contractor must request a review by the Board within fifteen (15) calendar days after receiving the aforementioned recommendation. The Board may consider the investigatory review in one or more of the following ways:
 - i. By review of the file and written documentation;
 - ii. By requesting that the parties present oral arguments; or,
 - iii. By conducting a full evidentiary review, in unusual circumstances, where appropriate.
 - b. If the Board renders a decision for any review, its decision will be in writing and will be provided to the school bus contractor.

B. School Bus Contractor Personnel

1. If a school bus driver or school bus attendant wishes to appeal a recommendation of the Director of Pupil Transportation, the appeal must be requested in writing within fifteen (15) calendar days of the Director's action.
2. If the bus driver or bus attendant appeals the recommendation of the Director of Pupil Transportation, the Superintendent/Designee will hear the appeal. The Superintendent/Designee will meet with the driver or attendant and/or the contractor to hear their versions of the events and will render a decision. A written decision will be sent to the driver or attendant and the contractor informing them of their right to request a review by the Board. The request for review of the Superintendent/Designee's recommendation must be made within fifteen (15) calendar days after receipt of the written decision noted above.
3. If the bus driver or bus attendant requests a review of the decision of the Superintendent/Designee to the Board, the Board will decide whether it will accept the review and the manner in which it will consider the review. The Board may consider the review by reviewing any files and/or written documentation. If the Board renders a decision for any review, its decision will be in writing and will be provided to the bus driver or bus attendant.

VIII. History

ADOPTED: August 10, 1989
REVIEWED:
MODIFIED:
REVISED: December 14, 2000
April 10, 2008
November 20, 2014
EFFECTIVE: December 1, 2014

Name of Contractor: _____

Bid Number: 038.20.B3

Route Number _____

SCHOOL BUS CONTRACT

This Contract, made this ____ day of _____, 20____, by and between the Board of Education of Howard County ("Board") and _____ ("Contractor"). The Board hereby designates the Superintendent of Schools or the Superintendent's designee to act on behalf of the Board in overseeing and administering this Contract.

In consideration of the mutual promises and covenants and other good and valuable consideration, the parties hereto agree that:

1. The Contractor shall furnish school bus transportation services to the Board in accordance with the Terms and Conditions of this Contract and the written policies, regulations, and procedures of the Board, which are incorporated herein by reference.
2. The Contractor agrees to furnish pupil transportation to and from school on the days and during the times and hours set forth in the schedules provided by the Superintendent/designee and over the routes assigned by the Superintendent/designee. Pupil transportation services shall be furnished to students and other persons designated by the Superintendent/designee. The Superintendent/designee retains the authority to modify the assigned times, hours and/or routes from time to time as the needs of the school system require, upon reasonable notice to the Contractor as determined by the Superintendent/designee. HCPSS shall designate bus stops and time schedules for vehicle operation. Route assignments, and resulting time and mileage amounts, are subject to change at the discretion of HCPSS over the term of the service contract. The Contractor shall insure that the vehicle operator does not unnecessarily deviate from the assigned route without the approval of HCPSS.
3. The Contractor also agrees to provide at his/her or its expense school buses approved by the Superintendent/designee to fulfill the requirements of this Contract, including any modifications under paragraph 2 above, and to furnish all labor, parts, and other materials required for the operation of the school buses including driver services, maintenance, repairs, gasoline and oil, or other motor fuel and lubricants. Furthermore, the Contractor is required to provide electronic 2-way communication for each bus.
4. The Contractor shall keep the school buses in clean and sanitary condition and in good mechanical and safe operational condition at all times in accordance with the standards established by federal and state laws, state regulations, the Board, and the Superintendent/designee.
5. The Contractor agrees to provide working email and fax machines for the conducting of business.
6. The Contractor shall carry adequate workers' compensation insurance to cover its drivers and other employees engaged in the operation of the school buses and shall cause a certificate of such insurance to be forwarded to the Board indicating that the policy is not subject to cancellation, nonrenewal, or reduction in coverage without 45 days prior written notice to the Board.
7. The Contractor shall provide drivers qualified under federal and state laws and regulations to drive a school bus and agrees that their continued employment is subject to approval in accordance with established policies, regulations, and procedures.
8. The Contractor shall be responsible for compliance by its drivers with all the rules and regulations for the transportation of school children adopted by the Board, the Superintendent/designee, the Maryland State Department of Education, the Maryland State Board of Education, and the Maryland Motor Vehicle Administration.

9. The Board agrees to pay the Contractor in accordance with the rates submitted in the bid award under Solicitation #038.20.B3 for the initial term of this Contract. For each successive term of this contract, rate improvements will be made as identified in the bid specifications, provided, however, that the Superintendent shall have the right in his sole and absolute discretion to revise the rates during the Contract in the event that the Superintendent determines that there is inadequate funding for school bus contractor reimbursements. In the event that the Superintendent revises the rates during any term of this Contract, the Superintendent shall provide the Contractor not less than fourteen (14) days' written notice in advance of such rate revisions, and the Contractor shall have the right to terminate this Contract by giving written notice to the Superintendent/designee prior to the date the new rates of reimbursement are to take effect. When written notice is given by one party to the other, it shall be mailed to the other party at the address listed at the end of this Contract for the party by certified mail, return receipt requested. Receipt of notice by the affected party shall be presumed if notice was sent as provided above.
10. The Board shall, at its sole expense, obtain and keep in force during the term of this Contract, on behalf of the Contractor, business automobile liability, uninsured motorists, and Maryland personal injury protection self-insurance provided by the Maryland Association of Boards of Education Group Insurance Pool (the "pool") for bodily injury and property damage to third parties in amounts to be determined by the pool from time to time on a per-accident basis for claims occurring during the term of this contract. The amount of coverage for school bus contractors provided by the pool shall be provided to each Contractor. The pool self-insurance shall apply to all regularly contracted school buses and approved spare buses while buses are operating in accordance with the Superintendent's administrative procedures. The pool self-insurance shall not include automobile comprehensive, collision physical damage coverage, or general liability insurance.
11. The Contractor may arrange for additional liability insurance coverage for times and uses not covered by this contract or for such additional amounts as the Contractor deems appropriate to cover its interests. The Board and its agents and employees shall be held harmless and indemnified by the Contractor for any damages, financial loss, and/or injury arising out of the Contractor's and/or his agents' operation of a bus not insured by the Board of Education, unless the Contractor is covered by insurance through a carrier other than the Board of Education.
12. This Contract shall be for a term of six (6) years commencing on the 1st day of July, 2020. At the end of the sixth year, the contractor may request consideration for extending the contract on a yearly basis not to exceed twelve (12) years. In the event the Contractor does not wish to extend this Contract beyond the initial six-year period, the Contractor shall provide written notice of nonrenewal to the Superintendent/designee on or before January 1 of that year. In the event the Board does not wish to renew this Contract, the Superintendent/designee shall provide written notice to the Contractor on or before August 15 of that year. Written notice shall be sent to the Superintendent/designee by certified mail, return receipt requested, at the address listed at the end of this Contract for the Superintendent/designee. Written notice shall be sent to the Contractor by certified mail, return receipt requested, at the address listed at the end of this Contract for the Contractor. Receipt of notice shall be presumed if written notice is sent in the manner described above.
13. The Contractor shall not assign this Contract or any part of it without the consent in writing of the Board. (This does not prohibit the Contractor from using another contractor to provide transportation in the event of an emergency. The Contractor shall provide notice of the use of a substitute contractor as soon as possible to the Superintendent/designee for substitutes of one (1) day or less. Any contractor substitutions beyond one (1) day shall require advance approval by the Superintendent/designee.)
 - A. Whenever the Contractor executes this Contract in the name of a corporation or a corporate body of any kind, the written consent of the Board shall be required when:
 1. Fifty percent or more of the officers in the corporation change, and/or
 2. There is any transfer or assignment of the corporation's stock or any other change in ownership, beneficial ownership, and/or control of the corporation.

B. When the Board of Education enters a School Bus Contract with a corporation, the corporation agrees:

1. To submit annually, to the Superintendent/designee, a certificate of good standing from the Maryland Department of Assessments and Taxation.
2. To submit annually, to the Superintendent/designee, a listing of the names and addresses of the officers of the corporation.
3. To identify the officers who shall sign this Contract as guarantor(s) responsible for performing all the terms and conditions of this Contract, including the policies, regulations, and procedures established by the Board of Education and/or the Superintendent/designee.
4. No individual who has been previously disqualified as a bus contractor by any local, state, or federal agency may be a stockholder in the corporation.
5. At the request of the Superintendent/designee, the Contractor shall submit the names and addresses of the stockholders of the corporation. All such information shall be kept confidential. Any requests made in this regard shall be made if the Superintendent/designee believes that any stockholder has been previously disqualified as a bus contractor by a local, state, or federal agency.

14. The Contractor is required to comply with all applicable Howard County zoning requirements and regulations and any applicable covenant regarding the parking and storage of school buses. The Board shall not be responsible for any financial expense associated with noncompliance with any regulation or requirement. In addition, the Board shall not be held responsible for any financial expense associated with any non-approved bus garage or parking location change. If the Contractor is found in breach of contract and/or not performing in accordance with any related provisions of the contract, the Contractor shall be held financially liable for damages including, but not limited to, all costs incurred by the Board related to the obtaining of school bus services in the event that this Contract is terminated by the Board for breach of contract.
15. Each party, having had the opportunity to seek advice of counsel prior to the execution of this Contract and having been fully advised to his/her or its satisfaction as to the terms and conditions of this Contract, declares that he/she or it fully understands all the terms and provisions of this Contract. This Contract, including the policies, regulations, and procedures established from time to time by the Board and/or Superintendent/designee, contains the final and entire understanding of the parties. There are no representations, terms, or conditions, oral or written, other than those expressly set forth in this Contract. This Contract shall be interpreted in accordance with and controlled by the laws of the state of Maryland.
16. HCPSS requires that all red light and speeding violations incurred by drivers while under contract with HCPSS be reported to HCPSS no later than five days after notification of the infraction. The report shall include the name of the driver and a copy of the citation. Failure to report violations may be considered a breach of contract and cause for termination.

IN WITNESS WHEREOF, the parties have caused their signature or the signatures of their authorized officer to be affixed hereto, the day and year first above written.

RECOMMENDED BY:

BOARD OF EDUCATION OF HOWARD COUNTY:
10910 Clarksville Pike
Ellicott City, MD 21042

Director, Purchasing Date
Douglas Pindell
(Signature)

BY: _____
Superintendent Date
Michael J. Martirano, Ed. D.
(Signature)

BY: _____
Howard County Board of Education Date
Mavis Ellis, Chair
(Signature)

Route # Date

Name of Company/Corporation

Bus Contractor (Signature & Title)

Bus Contractor (Print Name)

Mailing Address

City State Zip

Howard County Public School System Calendar

2020–21 School Year Calendar – Dates Only	
Date	Calendar Event
July 4, 2020	Independence Day – Schools and offices closed***
August 17, 2020	School staff returns
August 18–21, 2020 – TBD	Countywide Professional Learning Day TBD – will be held one day this week
August 25, 2020	First day of school for students
August 27, 2020	First day of school for Pre-K/RECC students
September 7, 2020	Labor Day – Schools and offices closed***
September 28, 2020	Schools and offices closed**
October 16, 2020	Professional Work Day – Schools closed for students
October 30, 2020	End of 1st marking period (46 days)
November 2, 2020	Professional Work Day – Schools closed for students
November 3, 2020	Election Day – Schools and offices closed***
November 23, 2020	Schools close 3 hours early. No half-day Pre-K/RECC. ES/MS Parent/Teacher Conferences; HS Professional Learning
November 24, 2020	Schools close 3 hours early. No half-day Pre-K/RECC. Parent/Teacher Conferences
November 25, 2020	Schools closed for students. Parent/Teacher Conferences
November 26–27, 2020	Thanksgiving Holiday – Schools and offices closed***
December 24–25, 2020	Schools and offices closed***
December 24–31, 2020	WINTER BREAK – Schools closed
January 1, 2021	New Year's Day – Schools and offices closed***
January 4, 2021	Schools reopen
January 18, 2021	Martin Luther King Jr. Day – Schools and offices closed***
January 20–22, 2021	High schools (only) close 3 hours early. No half-day Pre-K/RECC.
January 22, 2021	End of 2 nd marking period (47 days)
January 25, 2021	Professional Work Day – Schools closed for students
February 10–11, 2021	Elementary schools (only) close 3 hours early. No half day Pre-K/RECC. Parent/teacher conferences.
February 12, 2021	Professional Learning Day – Schools closed for students
February 15, 2021	Presidents' Day – Schools and offices closed***
March 10, 2021	Professional Learning Day – Schools closed for students
April 1, 2021	Schools close 3 hours early. No half-day Pre-K/RECC. End of 3 rd marking period (45 days)
April 2–11, 2021	SPRING BREAK – Schools closed**
April 2 and 5, 2021	Schools and offices closed***
May 13, 2021	Professional Learning/Articulation Day – Schools closed for students
May 31, 2021	Memorial Day – Schools and offices closed***
June 7–10, 2021	Schools close 3 hours early. No half-day Pre-K/RECC. Professional Work Day and HS finals.
June 10, 2021	Last Day of School for Students (42 days)
June 11, 2021	<i>May be used as inclement weather makeup day #1</i>
June 14–18, 2021	<i>May be used as inclement weather makeup days #2, #3, #4, #5 and #6</i>

Board Approved *State Mandated

ATTACHMENT 1

SAMPLE BID RATE CALCULATION and EXAMPLE OF HOW EXTENDED RATES WILL BE EVALUATED:

Sample Bid

Live Time: 5:00 hours, Live Miles: 55 miles

Extended Time: 1 hour, Extended Miles: 10 miles

Rates:

Base Time	\$40.00
Base Mileage	\$ 2.00
Extended Time	\$30.00
Extended Mileage	\$ 1.00

Calculation:

Base Time Rate Cost =	5 hours	x	\$40.00 =	\$200.00
Base Mileage Rate Cost =	55 miles	x	\$ 2.00 =	\$110.00
Extended Time Rate Cost =	1 hour	x	\$30.00 =	\$ 30.00
Extended Mileage Rate Cost =	10 miles	x	\$ 1.00 =	<u>\$ 10.00</u>
				<u>\$350.00</u>

ATTACHMENT 2

BID #038.20.B3

ROUTES TO BE BID
SCHOOL YEAR 2020-2021
PAGE 1 of 2

ROUTES TO BE BID:

Time & Mileage Estimates for Calculation Purposes Only

Route	R1387	Zone(s)	6	55 miles	5:00 hours
Route	R1388	Zone(s)	2/3	55 miles	5:00 hours
Route	R1389	Zone(s)	4/5	55 miles	5:00 hours
Route	R1390	Zone(s)	2/3	70 miles	5:00 hours
Route	R1391	Zone(s)	1	55 miles	5:00 hours
Route	R1392	Zone(s)	4/6	55 miles	5:00 hours
Route	R1393	Zone(s)	4/6	55 miles	5:00 hours
Route	R1394	Zone(s)	2/3	55 miles	5:00 hours
Route	R1395	Zone(s)	2	55 miles	5:00 hours
Route	R1396	Zone(s)	4/6	55 miles	5:00 hours
Route	R1397	Zone(s)	2	55 miles	5:00 hours
Route	R1398	Zone(s)	3	65 miles	5:00 hours
Route	R1399	Zone(s)	4/6	60 miles	5:00 hours
Route	R1400	Zone(s)	4/6	60 miles	5:00 hours
Route	R1401	Zone(s)	2	55 miles	5:00 hours
Route	R1402	Zone(s)	4/6	55 miles	5:00 hours
Route	R1403	Zone(s)	4/6	55 miles	5:00 hours
Route	R1404	Zone(s)	4/6	55 miles	5:00 hours
Route	R1405	Zone(s)	3/6	55 miles	5:00 hours
Route	R1406	Zone(s)	4/6	55 miles	5:00 hours
Route	R1407	Zone(s)	6	55 miles	5:00 hours
Route	R1408	Zone(s)	3/6	55 miles	5:00 hours
Route	R1409+	Zone(s)	4/6	55 miles	5:00 hours
Route	R1410+	Zone(s)	4/6	55 miles	5:00 hours
Route	R1411+	Zone(s)	4/6	55 miles	5:00 hours
Route	S1412***	Zone(s)	3/5	55 miles	5:00 hours
Route	S1413***	Zone(s)	5/6	55 miles	5:00 hours
Route	S1414	Zone(s)	4/6	55 miles	5:00 hours
Route	S1415	Zone(s)	4/6	55 miles	5:00 hours

R-Denotes a Regular Route

S-Denotes a Special Needs Route

+Denotes a Growth Route which is dependent on budget approval.

*Denotes Non-Public Special Needs Route.

Denotes In-County Special Needs Route tentatively scheduled to be assigned a Homewood School trip. The Homewood School dismisses at 1:10 p.m. every Wednesday throughout the school year. No additional reimbursement will be made to accommodate the early dismissal for any Homewood School trip assigned to **any route awarded under this bid during the contract period.

***Denotes In-County Special Needs Route tentatively scheduled to be assigned a Cedar Lane trip.

Actual payment for all routes will be based on the established minimum of 55 miles and 5.0 hours plus any additional time and mileage as recorded on required time and mileage reports. All special education routes will be paid not less than 1-1/2 hours for any noontime trips that may be assigned at the beginning of the school year or anytime throughout the school year.

ATTACHMENT 2

BID #038.20.B3
ROUTES TO BE BID
SCHOOL YEAR 2020-2021
PAGE 2 of 2

ROUTES TO BE BID:

**Time & Mileage Estimates for
Calculation Purposes Only**

Route	S1416+	Zone(s)	4/6	55 miles	5:00 hours
Route	S1417+	Zone(s)	4/6	55 miles	5:00 hours

R-Denotes a Regular Route

S-Denotes a Special Needs Route

+Denotes a Growth Route which is dependent on budget approval.

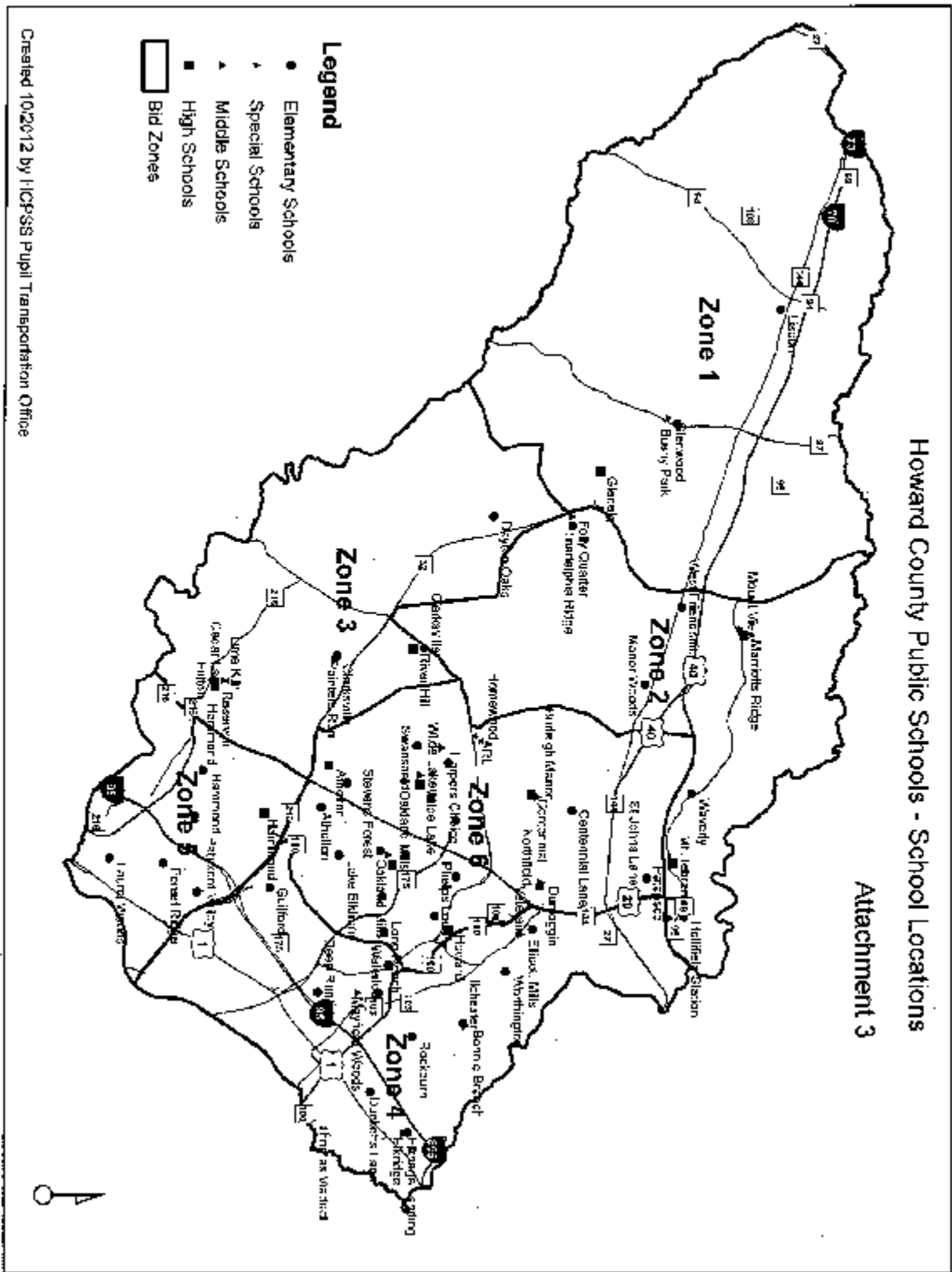
*Denotes Non-Public Special Needs Route.

Denotes In-County Special Needs Route tentatively scheduled to be assigned a Homewood School trip. The Homewood School dismisses at 1:10 p.m. every Wednesday throughout the school year. No additional reimbursement will be made to accommodate the early dismissal for any Homewood School trip assigned to **any route awarded under this bid during the contract period.

***Denotes In-County Special Needs Route tentatively scheduled to be assigned a Cedar Lane trip.

Actual payment for all routes will be based on the established minimum of 55 miles and 5.0 hours plus any additional time and mileage as recorded on required time and mileage reports. All special education routes will be paid not less than 1-1/2 hours for any noontime trips that may be assigned at the beginning of the school year or anytime throughout the school year.

ATTACHMENT 3



ATTACHMENT 4

SCHOOLS BY ZONE

Public School Name	Address	Zone	Public School Name	Address	Zone
Bushy Park ES	14601 Cams Mill Rd., Glenwood 21738	1	Bollman Bridge ES	8200 Savage-Guilford Rd., Jessup 20794	5
Glenelg HS	14025 Burnt Woods Rd., Glenelg 21737	1	Forest Ridge ES	9550 Gorman Rd., Laurel 20723	5
Glenwood MS	2680 Rt. 97, Glenwood 21738	1	Gorman Crossing ES	9999 Winter Sun Rd., Laurel 20723	5
Lisbon ES	15901 Frederick Rd., Woodbine 21797	1	Hammond ES	8110 Aladdin Dr., Laurel 20723	5
Folly Quarter MS	13500 Triadelphia Rd., Ellicott City 21042	2	Hammond HS	8800 Guilford Rd., Columbia 21046	5
Hollifield Station ES	8701 Stonehouse Dr., Ellicott City 21043	2	Hammond MS	8110 Aladdin Dr., Laurel 20723	5
Manor Woods ES	11575 Frederick Rd., Ellicott City 21042	2	Laurel Woods ES	9250 N. Laurel Rd., Laurel 20723	5
Mariotts Ridge HS	12100 Woodford Dr., Mariottsville 21104	2	Murray Hill MS	9989 Winter Sun Rd., Laurel 20723	5
Mount View MS	12101 Woodford Dr., Mariottsville 21104	2	Patuxent Valley MS	9151 Volmerhausen Rd., Jessup 20794	5
Mt. Hebron HS	9440 Rt. 99, Ellicott City 21042	2	Applic. & Res. Lab.	10920 Rt. 108, Ellicott City 21042	6
Patapsco MS	8885 Old Frederick Rd., Ellicott City 21043	2	Atholton ES	6700 Seneca Dr., Columbia 21046	6
Triadelphia Ridge ES	13400 Triadelphia Rd., Ellicott City 21042	2	Atholton HS	6520 Freetown Rd., Columbia 21044	6
Waverly ES	10220 Wetherburn Rd., Ellicott City 21042	2	Bryant Woods ES	5450 Blue Heron Ln., Columbia 21044	6
West Friend ES	12500 Frederick Rd., West Friendship 21794	2	Burleigh Manor MS	4200 Centennial Ln., Ellicott City 21042	6
Cedar Lane	11630 Scaggsville Road, Fulton 20759	3	Centennial HS	4300 Centennial Ln., Ellicott City 21042	6
Clarksville ES	12041 Rt. 108, Clarksville 21029	3	Centennial Lane ES	3825 Centennial Ln., Ellicott City 21042	6
Clarksville MS	6535 S. Trotter Rd., Clarksville 21029	3	Clemens Crossing ES	10320 Quarterstaff Rd., Columbia 21044	6
Dayton Oaks ES	4691 Ten Oaks Rd., Dayton, MD 21036	3	Cradlerock MS	6700 Cradlerock Way, Columbia 21045	6
Fulton ES	11600 Scaggsville Rd., Fulton 20759	3	Dunloggin MS	9129 Northfield Rd., Ellicott City 21042	6
Line Kiln MS	11650 Scaggsville Road, Fulton 20759	3	Harpers Choice MS	5450 Beaverkill Rd., Columbia 21044	6
Pointers Run ES	6600 S. Trotter Rd., Clarksville 21029	3	Homewood	10914 Rt. 108, Ellicott City 21042	6
Reservoir HS	11550 Scaggsville Road, Fulton 20759	3	Howard HS	8700 Old Annapolis Rd., Ellicott City 21043	6
River Hill HS	12101 Rt. 108, Clarksville 21029	3	Jeffers Hill ES	6000 Tamar Dr., Columbia 21045	6
Bellows Springs ES	8125 Old Stockbridge Rd., Ellicott City 21043	4	Long Reach HS	6101 Old Dobbin Ln., Columbia 21045	6
Bonnie Branch MS	4979 Ilchester Rd., Ellicott City 21043	4	Longfellow ES	5470 Hesperus Dr., Columbia 21044	6
Deep Run ES	6925 Old Waterloo Rd., Elkridge 21075	4	Northfield ES	9125 Northfield Rd., Ellicott City 21042	6
Ducketts Lane ES	6201 Ducketts Lane, Elkridge, MD 20175	4	Oakland Mills HS	9410 Kilimanjaro Rd., Columbia 21045	6
Elkridge ES	7075 Montgomery Rd., Elkridge 21075	4	Oakland Mills MS	9540 Kilimanjaro Rd., Columbia 21045	6
Elkridge Landing MS	7085 Montgomery Rd., Elkridge 21075	4	Phelps Luck ES	5370 Oldstone Ct., Columbia 21045	6
Ellicott Mills MS	4445 Montgomery Rd., Ellicott City 21043	4	Running Brook ES	5215 W. Running Brook, Columbia 21044	6
Guilford ES	7335 Oakland Mills Rd., Columbia 21046	4	St. John's Lane ES	2960 St. John's Ln., Ellicott City 21042	6
Ilchester ES	4981 Ilchester Rd., Ellicott City 21043	4	Stevens Forest ES	6045 Stevens Forest Rd., Columbia 21045	6
Mayfield Woods MS	7950 Red Barn Way, Elkridge 21075	4	Swansfield ES	5610 Cedar Ln., Columbia 21044	6
Rockburn ES	6145 Montgomery Rd., Elkridge 21075	4	Talbott Springs ES	9550 Basket Ring Rd., Columbia 21045	6
Veterans ES	4443 Montgomery Rd., Ellicott City 21043	4	Thomas Viaduct MS	7000 Banbury Dr., Hanover, MD 21076	4
Waterloo ES	5940 Waterloo Rd., Columbia 21045	4	Thunder Hill ES	9357 Mellenbrook Rd., Columbia 21045	6
Worthington ES	4570 Roundhill Rd., Ellicott City 21043	4	Wilde Lake HS	5460 Trumpeter Rd., Columbia 21044	6

ATTACHMENT 5



**HCPSS SCHOOL BUS CONTRACTOR
CONTINGENCY COVERAGE AND BUS PLAN**

School Bus Contractor Name:

(Owner Signature)

The following approved HCPSS School Bus Contractor has agreed to provide school bus coverage or an available spare bus.

(HCPSS School Bus Contractor)

(HCPSS School Bus Contractor)

(HCPSS School Bus Contractor)

ATTACHMENT 6

**Howard County Public School System
HCPSS School Bus Contractor
Driver Evaluation**

Date: _____ Start Mileage: _____
 Driver: _____ End Mileage: _____
 Contractor: _____ Start Time: _____
 Bus Number: _____ End Time: _____

Procedures (see reverse)	Rating (circle)	Comments
1. Pre-trip Inspection	S NI U	
2. Steering/Turning	S NI U	
3. Speed/Brake	S NI U	
4. Turnaround/Backing	S NI U	
5. Intersections	S NI U	
6. Traffic Signs and Signals	S NI U	
7. Courtesy and Safety	S NI U	
8. Warning Lights	S NI U	
9. Student Crossing	S NI U	
10. Railroad/Bridge Crossing	S NI U	
11. Route/Time Schedule	S NI U	
12. Student Management	S NI U	
13. Special Equipment	S NI U	
14. Post-Route Child Check/Sign	S NI U	
15. Post-Trip Inspection	S NI U	

Evaluation Codes: S-Satisfactory, NI-Needs Improvement, U-Unsatisfactory, N/A-Not Applicable (Comments section only.)

General Comments: _____

Contractor's Signature: _____

Driver's Signature: _____

1. **PRE-TRIP INSPECTION**
 Checks general condition
 Looks for leakage of coolants, fuel, lubricants
 Checks exterior – tires, lights, windows, doors, exhaust
 Checks interior – seats, windows, gauges, controls, emergency equipment and exits
 Checks brakes – air, hydraulic
2. **STEERING/TURNING**
 Controls steering wheel
 Good driving posture and good grip on wheel
 Signal, Spacing, Speed Lane position
 Does not swing wide or cut short while turning
3. **SPEED/BRAKE**
 Adjusts speed properly to road, weather, traffic conditions, legal limits
 Slows down in advance of curves, intersections, etc.
 Maintains consistent speed
 Uses brakes properly on grades
 Stops smoothly without excessive fanning
 Stops before crossing sidewalk when coming out of driveway or alley
 Stops clear of pedestrian crosswalks
4. **TURNAROUND/BACKING**
 Gets out of seat when necessary and checks before backing
 Looks back as well as uses mirrors
 Hazard lights/Horn signal
 Avoids backing from blind side
 Controls speed and direction
5. **INTERSECTIONS**
 Adjusts speed to permit stopping if necessary
 Checks for cross traffic regardless of traffic controls
 Yields right-of-way for safety
6. **TRAFFIC SIGNS AND SIGNALS**
 Approaches signal prepared to stop if necessary
 Obeys traffic signal
 Uses good judgment on yellow light
 Starts smoothly on green or at stop sign
 Notices and heeds traffic signs
 Obeys “Stop” signs
7. **COURTESY AND SAFETY**
 Uses defensive driving techniques
 Yields right-of-way for safety
 Does not crowd other drivers or force way through traffic
 Allows faster traffic through
 Keeps right and in own lane
 Consistently alert and attentive
 Adjusts driving to meet conditions
 Checks instruments and mirrors regularly while driving
8. **WARNING LIGHTS**
 Activates amber lights not less than 100 ft. prior to stop
 Checks traffic
 Opens door when bus is completely stopped
 Understands use of lights for approaching/trail bus
9. **STUDENT CROSSING**
 Establishes eye contact with students
 Checks traffic
 Signals to students
10. **RAILROAD/BRIDGE CROSSING**
 Deactivates master student warning lights
 Activates hazard lights at 100 ft. before tracks
 Stops between 15-50 ft. before tracks
 Opens driver window and door
 Checks for train
 Closes door
 Proceeds across carefully
 Deactivates hazard lights
 Reactivates master student warning lights
11. **ROUTE/TIME SCHEDULE**
 Operates bus route according to run sheet
 Arrives at stops according to run sheet
12. **STUDENT MANAGEMENT**
 Effectively manages students
 Utilizes discipline plan
 Maintains seating chart
 Understands use of conduct reports
13. **SPECIAL EQUIPMENT**
 Ensures that wheelchairs are properly secured
 Assists/ensures students wear proper safety equipment
14. **POST-ROUTE STUDENT CHECK/SIGN**
 Checks bus for any remaining students
 Places “No Student” sign in rear window
15. **POST-TRIP INSPECTION**
 Secures bus in parking spot
 Inspects inside of bus
 Inspects outside of bus
 Reports any defects in writing

Driver Evaluation Form reverse side, revised 11/12/2013

ATTACHMENT 7

BUS INFORMATION REQUEST FORM

(Page 1 of 2)

NOTE: Attachment 7 is not due at time of bid. Please read below.

NOTE: After the bid opening and within five (5) business days after request, the bidder(s) shall provide a completed Bus Information Request Form along with a financial statement that verifies the ability to purchase or finance the total number of buses that the bidder indicated they can accept on the BID PRICE SHEET. This information shall be provided to the Pupil Transportation Office. See (Section I. Instructions to Bidders, J. Bidders Qualifications).

NOTE: Failure to provide information requested within 5 business days of notification shall be cause for rejection of the entire bid.

COMPANY INFORMATION:

Name of company

years in business

Street Address

City

State

Zip

Telephone#

Fax #

E-mail Address

CONTACT FOR INSIDE CONTRACT ADMINISTRATION

Please designate an inside person whom we may contact during the period of the contract for prompt contract administration showing:

Name_____

Title_____

Address_____

Phone_____

Fax _____

e-mail _____

Cell_____

BUS LOT/GARAGE LOCATION: Bidders shall note location of bus lot/garage.

(Address):_____

ATTACHMENT 7 (continued)

BUS INFORMATION REQUEST FORM

(Page 2 of 2)

BUS STATUS: Bidder shall check box below noting the type of bus (new or existing) needed to service the number of routes they can accept.

☐ New Bus:

Quantity Needed: _____

Manufacturer: _____

☐ Existing Bus:

Owner Name: _____

Quantity Needed: _____

Existing Bus Information (continued):

Bus Age: _____ Bus Number: _____ VIN Number _____

Bus Age: _____ Bus Number: _____ VIN Number _____

Bus Age: _____ Bus Number: _____ VIN Number _____

Bus Age: _____ Bus Number: _____ VIN Number _____

Bus Age: _____ Bus Number: _____ VIN Number _____

Bus Age: _____ Bus Number: _____ VIN Number _____

Bus Age: _____ Bus Number: _____ VIN Number _____

Bus Age: _____ Bus Number: _____ VIN Number _____

**BID PRICE SHEET
BID #038.20.B3
STUDENT TRANSPORTATION**

SCHOOL YEAR 2020-2021

Name of Contractor: _____

NOTE: FAILURE TO INDICATE THE NUMBER OF ACCEPTABLE ROUTES (BELOW) SHALL BE CAUSE FOR REJECTION OF THE ENTIRE BID.

NOTE: EXTENDED RATE MAY NOT EXCEED BASE RATE

Please indicate the number of regular and/or special needs routes you can accept based on the number of routes on which you bid. I can accept _____ Regular routes and/or _____ Special Needs routes.
Number
Number

Zones	Route #	Base Rate per Mile	Base Rate per Hour	Extended Rate per Mile	Extended Rate per Hour
6	R1387				
2/3	R1388				
4/5	R1389				
2/3	R1390				
1	R1391				
4/6	R1392				
4/6	R1393				
2/3	R1394				
2	R1395				
4/6	R1396				
2	R1397				
3	R1398				
4/6	R1399				
4/6	R1400				
2	R1401				

BID PRICE SHEET
BID #038.20.B3
STUDENT TRANSPORTATION
 SCHOOL YEAR 2020-2021

Name of Contractor: _____

4/6	R1402				
4/6	R1403				
4/6	R1404				
3/6	R1405				
4/6	R1406				
6	R1407				
3/6	R1408				
4/6	R1409+				
4/6	R1410+				
4/6	R1411+				
3/5	S1412***				
5/6	S1413***				
4/6	S1414				
4/6	S1415				
4/6	S1416+				
4/6	S1417+				

R-Denotes a Regular Route

S-Denotes a Special Needs Route

+Denotes a Growth Route which is dependent on budget approval.0

*Denotes Non-Public Special Needs Route.

Denotes In-County Special Needs Route tentatively scheduled to be assigned a Homewood School trip. The Homewood School dismisses at 1:10 p.m. every Thursday throughout the school year. No additional reimbursement will be made to accommodate the early dismissal for any Homewood School trip assigned to **any route awarded under this bid during the contract period.

***Denotes In-County Special Needs Route tentatively scheduled to be assigned a Cedar Lane trip.

II. COMPANY INFORMATION

Name of company

years in business

Street Address

City

State

Zip

Telephone#

Fax #

Web Page

II. CONTACT FOR INSIDE CONTRACT ADMINISTRATION

In the event your firm receives a contract as a result of this Invitation for Bid, please designate an inside person whom we may contact during the period of the contract for prompt contract administration showing:

Name _____

Title _____

Address_____

Phone _____

Fax _____

e-mail _____

Cell _____

IV. RECEIPT OF ADDENDA

Addendum: _____ Dated: _____

Received: ☐

Addendum: _____ Dated: _____

Received: ☐

Addendum: _____ Dated: _____

Received: ☐

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

BID SIGNATURE SHEET

A. BIDDER'S CERTIFICATION

1. I/we hereby propose to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. I/we certify 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.
2. I/we certify that this bid is made without having contacted any employee within The Howard County Public School System unless such contacts were previously authorized by the Purchasing Officer.
3. I/we certify that this bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any bidder, or to secure any advantage against the Board of Education of Howard County or any other person interested in the proposed contract; and that all statements in said proposal or bid are true.
4. I/we affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.
5. I hereby certify that I am authorized to sign for the bidder.

B. VENDOR/CONTRACTOR DISQUALIFICATION - BRIBERY

A person convicted for bribery, attempted bribery, or conspiracy to bribe shall be disqualified from entering into a contract with any county or other subdivision of the state. Every business entity upon submitting a bid or otherwise applying for a contract shall submit an affidavit stating whether it, its officers, directors, or partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government.

Submitted by:

(company name)

(telephone number)

(person authorized to sign bids)

(title of authorized representative)

(signature of authorized representative)

(date)