



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

**Request for proposal (RFP):**  
**019.23.B3**

**STUDENT TRANSPORTATION SERVICES**

**Issued: October 10, 2022**

**Proposal Due Date:** Proposals are due no later than **December 2, 2022**, at **3:00 p.m.** Eastern Time in the Office of Purchasing. The opening is NOT public.

**NOTE: MINORITY & SMALL BUSINESS ENTERPRISES AND VETERAN-OWNED BUSINESSES ARE ENCOURAGED TO RESPOND TO THIS RFP.**

This proposal must be signed by an offeror authorized to make a binding commitment for the firm submitting the proposal. By submitting a proposal in response to this RFP, the offeror selected for award agrees that it shall comply with all federal, State, and local laws, and HCPSS policies and regulations applicable to its activities under the resulting contract. Any offeror selected for award, including businesses outside of the State, must comply with registration/verification requirements of the Maryland Department of Assessments and Taxation. [www.dat.maryland.gov](http://www.dat.maryland.gov)

Your signature on this page provides HCPSS your acknowledgment and acceptance of the terms and conditions contained in the Request for Proposals and will abide by its terms and condition, including those appearing in Part V of this RFP and the HCPSS Standard Contract that appears in Appendix E. Unauthorized exceptions, amendments, or deviations in the response may result in disqualification of the submittal

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ email: \_\_\_\_\_

Federal ID or Social Security Number: \_\_\_\_\_ MDOT MBE Certification #: \_\_\_\_\_

MD Dept. of Assess. & Taxation #: \_\_\_\_\_

eMaryland Marketplace Advantage #: \_\_\_\_\_

DGS Small Business Certification # (if any): \_\_\_\_\_

Signature of Offeror: \_\_\_\_\_

Printed Name, Title and Date: \_\_\_\_\_



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**NO BID REPLY FORM**

Sealed Proposals For: 019.23.B3, Student Transportation Services

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

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

We must offer a "No Response" at this time because:

- \_\_\_\_\_ 1. We do not wish to submit a proposal under the terms and conditions of the RFP document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 2. We do not feel we can be competitive.
- \_\_\_\_\_ 3. We cannot submit a proposal 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: \_\_\_\_\_  
\_\_\_\_\_

**Howard County Public School System**  
**REQUEST FOR PROPOSALS**  
**TO PROVIDE**  
**STUDENT TRANSPORTATION SERVICES**  
**RFP# 019.23.B3**

The Howard County Public School System (HCPSS) requests written, sealed proposals from qualified Contractors to provide the HCPSS with Student Transportation Services, as further described in this Request for Proposals (RFP) and the Service Specifications.

**District Contact and RFP Schedule of Events**

The sole point of contact at the HCPSS for all matters related to this RFP is as follows. No contact between prospective respondents and the HCPSS is permitted, except as expressly allowed by the Schedule of Events, and all such contact shall be addressed to the HCPSS's designated representative:

Kristal Burgess  
Howard County Public School System  
10910 Clarksville Pike  
Ellicott City, MD 21042  
410.313.6723  
[kristal\\_burgess@hcpss.org](mailto:kristal_burgess@hcpss.org)

**Proposal Due Date: Friday, December 2, 2022, 3:00 PM EST**

No proposal shall be accepted after the due date and time as specified.

<b>Event</b>	<b>Expected Completion Date</b>
RFP release date	Monday, October 10, 2022
Mandatory Pre-Proposal Conference	Thursday, October 20, 2022
Final day to submit questions or requests	Thursday, October 27, 2022
Proposal due date	Friday, December 2, 2022
HCPSS review and scoring of submissions	Friday, December 9, 2022
Interviews with shortlisted Contractors	Week of December 12, 2022
Notification of intent to award	Wednesday, January 3, 2022
School Board approval of Contract for Services	Thursday, January 26, 2023
Commencement of services	July 1, 2023 (approximate)

*The Pre-Proposal Conference is mandatory for all prospective respondents.*

## TABLE OF CONTENTS

Section I: GENERAL INFORMATION .....	5
Section II: QUALIFICATIONS/EXPERIENCE AFFIDAVIT.....	13
Section III: SCOPE OF WORK.....	15
Section IV: TECHNICAL PROPOSAL EVALUATION CRITERIA .....	31
Section V: MANDATORY TERMS AND CONDITIONS.....	34
Section VI: TECHNICAL PROPOSAL FORMAT.....	44
Section VII: TECHNICAL PROPOSAL & PRICE PROPOSAL FORMAT.....	47
Attachment A: Price Proposal Form.....	48
Attachment B: Service Volume, Supplementary Information .....	49
Attachment C: 2022 Scheduled Route Current Vendor Listing.....	59
Appendix A: Contractor Performance/Evaluation Scorecard .....	61
Appendix C: Insurance Requirements .....	64
Appendix D: Proposal Affidavit.....	67
Appendix E: Standard Contract .....	70
Appendix F: Education Article 6-113.2 Affidavit.....	72
Proposal Submittal Checklist.....	74
Attachment B_ Current Routes (Attachment to RFP) .....	XX

## **Section I: GENERAL INFORMATION**

### **1.1 PURPOSE**

The Howard County Public School System (HCPSS) seeks to establish a contractual partnership with commercial providers of student transportation services. The stated objective is to serve the students of the HCPSS through the provision of high quality, safe, effective, and efficient transportation services. The HCPSS is seeking a positive working partnership with Contractors dedicated to these same objectives. While price will be a factor in the selection of the Contractors, a demonstrated ability to fully staff the number of contracted vehicles, and a willingness to work cooperatively with the HCPSS in achieving these objectives will also be determining factors.

### **1.2 BACKGROUND**

The Howard County Public School System (HCPSS) provides transportation services to approximately 40,000 students attending 77 schools. Services are scheduled to be provided using approximately 480 vehicles distributed across approximately 340 scheduled regular home-to-school bus routes, and 140 specialized services routes. Challenges imposed by the pandemic and ongoing driver shortage reduced the number of operational route vehicles available during 2021/22 and the current school year. Currently, there are approximately 250 regular and 140 specialized services routes in operation. All services are managed and administered by the HCPSS Office of Student Transportation which has a total authorized staff of nineteen (19).

A decision by the School Board in February 2022 to reset all school starting and ending times beginning with the 2023/24 school year became a catalyst for reform of student transportation services in the HCPSS. This RFP and the resulting contracts for service are a major element of this reform. Also included is concurrent investment in and expanded use of technology and a reorganization of the Office of Student Transportation. Each of these elements are designed to maximize the efficiency and effectiveness of the transportation service provided to HCPSS students.

### **1.3 GENERAL**

The Howard County Board of Education, hereinafter referred to as the Howard County Public School System or HCPSS, is soliciting competitive sealed proposals for Student Transportation Services for use throughout HCPSS as more fully described herein. Services shall be performed in accordance with the specifications, terms, general conditions, and attachments. **If further information is required, contact the Procurement Specialist, Kristal Burgess, via email at [Kristal\\_burgess@hcpss.org](mailto:Kristal_burgess@hcpss.org) or at 410-313-6723.** *The procurement specialist is the only person authorized to answer questions regarding this RFP. Offerors should not rely on information obtained from any source other than the named procurement specialist. Offerors are responsible for monitoring the HCPSS Purchasing website for any amendments to the RFP. Failure of any offeror to receive any such Addenda or interpretation may not relieve such offeror from obligation under his/her proposal as submitted.*

Offerors are responsible for reviewing and understanding this solicitation. To that end, prospective offerors may submit questions to the HCPSS Buyer named above.

- Questions must be in writing and submitted via email.
- Questions must be received in the Office of Purchasing by Thursday, October

27, 2022 at 1:00 PM EST

- Questions received after this date will ONLY be answered only IF time permits.
- The Buyer will distribute a written summary of responses to timely-received questions to all prospective bidders known to have received a copy of this RFP.
- Oral communications are not binding.

Under no circumstances are offerors, 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. **Offerors failing to comply with this requirement may be disqualified.**

#### **1.4 TERM OF CONTRACT**

- 1.4.1 The services to be provided in accordance with this Agreement shall commence July 1, 2023 and continue for a period of three (3) years ending June 30, 2026. On mutual consent HCPSS and Contractor shall have the option of extending this Agreement for an additional one (1) two-year period, with a total contract term not to exceed five (5) years ending June 30, 2028.

#### **1.5 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on Thursday, October 20, 2022, at 9:00 AM EST. Howard County Public School System staff will explain the scope of work and answer questions that will assist in the preparation of submittals. Attendance is mandatory. The information to attend is as follows:

**Howard County Public Schools System  
Logistic Center  
9645 Gerwig Ln, Columbia, MD 21046**

#### **1.6 NO OBLIGATION**

HCPSS shall pay no costs or other amounts incurred by any entity in responding to this RFP or prior to the effective date of the contract entered into for the services provided. HCPSS reserves the right, in their sole discretion, to select qualified responses to this RFP without discussion of responses with respondents. HCPSS reserves the right to reject any or all submitted responses. All submittals will become a part of the HCPSS official procurement files and will be available for public inspection.

#### **1.7 RESPONDENT OBLIGATIONS**

Subcontractors will be accepted for this solicitation. However, Offeror will be the sole point of contract responsibility. HCPSS will look solely to Offeror for performance of the contract.

Although not detailed in this document, HCPSS reserves the right to negotiate a contract amendment with the Offeror for additional services that may be required.

#### **1.8 PROPOSAL INSTRUCTIONS**

Offerors are responsible for properly labeling their proposal envelope with the company name, address, proposal number and due date. HCPSS is not responsible for a proposal that may be inadvertently opened before the proposal due date unless it is submitted with proper labeling.

**Proposals shall be submitted electronically.** Electronic proposal submissions in PDF format must be submitted via email to [BidsandProposals@hcpss.org](mailto:BidsandProposals@hcpss.org) and be clearly marked “**RFP, Student Transportation Services Bid #019.23.B3.**” The time of the HCPSS email system receipt is the time the electronic submittal is RECEIVED by the Howard County Public School System – NOT the time you send the email. HCPSS is not responsible for technical failures that result in a late submission. Proposals that contain either more than one file, or files larger than 75MB, shall be inserted into an e-folder and compressed in a .zip file. To ensure delivery, if file size cumulatively exceeds 75MB, it is recommended that offerors submit separate emails labeled No.1, No.2, etc.

Please note that the Bids and Proposal e-mail address above should not be used for any other purpose other than to forward your proposals on the day that the bids are due. This is not to be used for questions or other communication purposes. If you have questions or need to communicate with the Purchasing Specialist, please contact Kristal Burgess at [kristal\\_burgess@hcpss.org](mailto:kristal_burgess@hcpss.org). **Do not copy the Purchasing Specialist with your proposals.** **Proposals must only be sent to the Bids and Proposals e-mail address listed above.**

### **1.9 LATE PROPOSALS**

Late proposals will not be accepted. It is the sole responsibility of the Offeror to ensure that their proposal is submitted on or before the date and time specified in the solicitation. Late proposals will be rejected and returned unopened or destroyed at the Offeror’s request.

### **1.10 PROPOSAL WITHDRAWAL**

No proposal may be withdrawn after it is submitted to HCPSS unless the Offeror makes a written request to the buyer before the time set for receipt of proposals, or if HCPSS fails to award or issue a notice of intent to award, or the Offeror provides clear and convincing evidence that a mistake in the price proposal has been made, *and only then with the approval of the HCPSS Director of Procurement and Materials Management.*

### **1.11 RIGHT TO AMEND, MODIFY OR WITHDRAW RFP**

HCPSS reserves the right, in their sole discretion, to amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a Contract, if it is in the best interest of HCPSS to do so. The decision of HCPSS shall be administratively final in this regard.

### **1.12 REJECTION/CANCELLATION OF RFP**

This solicitation is subject to cancellation when determined by the Director of Procurement and Materials Management to be in the best interest of HCPSS. Additionally, to ensure fair competition and to permit a determination of the lowest responsive proposal from a responsible offeror, HCPSS may reject proposals that include omissions, alterations of form, or that are conditional or irregular in any respect, or reject non-responsible offerors that show a risk of default.

### **1.13 PRICE GUARANTEE**

The Offeror warrants that the proposal shall be effective for a period of not less than 120 days from the date proposals are due. NOTE: For the successful offeror, prices shall remain firm over the duration of the contract.

#### **1.14 EXCEPTIONS**

If an offeror takes any exceptions to the terms and conditions of the RFP, an offeror shall notify HCPSS in writing not later than ten calendar days (Saturdays and Sundays included) before proposals are due. Failure to take exceptions within the timelines indicated shall be construed by HCPSS as full acceptance of the stated terms and conditions.

#### **1.15 REQUIRED DOCUMENTS**

The required documents for this RFP include an original, unaltered, executed solicitation document including any addenda issued by HCPSS, completed bid/proposal affidavit, financial statement, completed Qualifications/Experience Affidavit, completed Price Proposal Work Sheet, and any other documents requested. Failure to do so may cause rejection of the proposal. Acceptable documents for compliance with the mandatory Financial Statement requirement include the Offeror's:

- A. Latest Balance Sheet and Income Statement prepared by an independent accounting firm;
- B. Annual Report;
- C. Dun & Bradstreet complete Business Report; or,
- D. Other financial documents determined to be acceptable by the Director of Procurement and Materials Management.

#### **1.16 TIME**

The times stated in this document refer to the Eastern Time Zone. HCPSS' regular office hours are 8:30 a.m. to 4:00 p.m., Monday through Friday, except for holidays.

#### **1.17 CONTRACT DOCUMENTS**

Contract Documents consist of all solicitation documents, the specifications and scope of work and any applicable addenda, and any additional documentation issued. All of these materials and documents associated with this solicitation will be included in the Contract(s) which the Board of Education awards as a result of this solicitation and will become the contract. The contractor, by submitting its proposal, agrees that if awarded the contract that it will be bound under the contract to all the Terms and Conditions of the contract for any future services awarded under this contract.

#### **1.18 SIGNING OF FORMS**

The Proposal, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, they shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, they shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer there must be attached a copy of that portion of the by-laws or a copy of the board resolution, duly certified by the corporate secretary, showing the authority of the person so signing



on behalf of the corporation. Signatures shall be under seal, i.e.: indicated by word “(Seal)” following signature of individual and partner offerors and indicated by affixing the Corporate Seal at corporate signatures.

If awarded a contract for these services, the contractor agrees to sign the Standard Contract Agreement for Professional Services (See sample Appendix E).

### **1.19 PROTESTS**

This contract shall be subject to the provisions of the Howard County Board of Education Policies and Regulations.

### **1.20 COOPERATIVE PURCHASING CLAUSE**

In accordance with State Finance and Procurement Article, Sect. 13-110, Maryland Annotated Code, HCPSS reserves the right to extend the terms of any contract resulting from this proposal to public bodies, subdivisions, school districts, community colleges, colleges, and universities including nonpublic schools. The Contractor agrees to notify HCPSS of those entities that request to use any contract resulting from this proposal and provide usage information to HCPSS, if requested.

Howard County Public School System assumes no authority, liability, or obligation, on behalf of any other public or non-public entity that may enter into a cooperative agreement associated with the contract resulting from this proposal. All purchases and payment transactions will be made directly between the contractor and the requesting entity.

### **1.21 ERRORS IN PROPOSALS**

Failure of the offeror to thoroughly understand all aspects of the solicitation before submitting their proposal will not act as an excuse to permit withdrawal of their proposal nor secure relief or plea of error.

Neither law nor regulation makes allowances for errors or omissions on the part of the offeror.

### **1.22 BUSINESS REGISTRATION**

Pursuant to the Corporations and Associations Article of the Annotated Code of Maryland, businesses created in a state other than Maryland may have to register or qualify with the State Department of Assessments and Taxation (SDAT) before doing business in Maryland. Offerors should contact the SDAT directly to determine their registration requirements: [http://dat.maryland.gov/businesses/Pages/Non-Maryland-\(Foreign\)-Business-Entities.aspx](http://dat.maryland.gov/businesses/Pages/Non-Maryland-(Foreign)-Business-Entities.aspx)

Offerors that are Maryland businesses must be in good standing with the State Department of Assessments and Taxation. Your business status can be verified at <https://egov.maryland.gov/BusinessExpress/EntitySearch>. Out-of-State offerors must be in good standing with their home state authority.

Offerors that fail to comply with these requirements may be rejected as not responsible.

### **1.23 COMPETITIVE SEALED PROPOSAL PROCESS**

### **1.23 COMPETITIVE SEALED PROPOSAL PROCESS**

- A. Offerors shall submit all requirements as set forth in the RFP.
- B. Letter of Transmittal – the offeror shall include a Letter of Transmittal, signed by the person authorized to legally bind the offeror to the proposal. The letter shall specifically state that the offeror shall complete all services set forth in the proposal within the proposed time limits to the satisfaction of HCPSS. The letter shall be concise and need not repeat any of the detailed information set forth in the proposal.
- C. The HCPSS buyer will review each submission. Offerors whose technical offers are determined to be not responsive, or offerors determined to be not responsible shall be rejected and timely notified.
- D. Qualified proposals shall be evaluated by an evaluation committee in accordance with the specifications and evaluation criteria contained herein. Technical proposals classified by the evaluation committee as not responsive, or Offerors determined as not responsible shall be rejected and timely notified.
- E. The evaluation committee, after an initial review of the responses, may elect to conduct discussions for the purpose of ensuring a complete understanding of HCPSS requirements and Offeror’s technical proposal.
- F. Upon completion of the evaluation, and discussions, if held, the evaluation committee shall make a recommendation to the Director of Procurement and Materials Management. The said recommendation shall be based on the highest evaluated score considering the evaluation criteria set forth in the RFP. Recommendation of award shall be made to the firm receiving the highest evaluated total score.
- G. When in the best interest of HCPSS, the buyer may permit offerors who have submitted acceptable proposals to submit written best and final offers.
- H. The contract award may be subject to approval by the Howard County Board of Education. Upon approval of the Board, the unsuccessful offerors will be notified.

### **1.24 ANTI-BRIBERY**

The Contractor warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government.

### **1.25 IRREGULARITIES**

HCPSS reserves the right to waive any minor mistakes in the solicitation or proposal. HCPSS reserves the right to negotiate or modify any element of the solicitation to ensure that the best possible arrangements for achieving the stated purpose are obtained.

If a respondent discovers any ambiguities, conflicts, discrepancies, exclusionary specifications, omissions, or other errors in this RFP, respondent must immediately notify the Issuing Office. If

a respondent fails to so notify the Issuing Office, such respondent submits a response at its own risk and under such conditions. If such respondent is awarded a contract, then it is not entitled to additional compensation, relief, or time by reason of the error or its later correction.

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, <https://purchasing.hcpss.org/business-opportunities>.

It is the Offeror's sole responsibility to monitor the HCPSS Purchasing website prior to submitting their proposal and acknowledge receipt of said addenda on the proper bid form. Failure to do so may result in non-receipt of important information and may not relieve such Offeror from any obligation under his/her proposal submittal.

### **1.26 ACCESS UNDER PUBLIC RECORDS ACT**

All information submitted as part of this proposal is subject to release under the Maryland Public Information Act (MPIA). If you would like the Howard County Public School System to consider redactions in the event that your proposal is subject to a MPIA request, submit a proposed MPIA copy including justifications for each redaction and under what specific exemption that justification is qualified for redaction.

Transparency in the use of public funding is fundamental to HCPSS operations. Prior to the award of bids and contracts, the Board of Education of Howard County reviews and approves cost to be incurred by the school system – therefore, respondents should be aware that submission to this RFP may subject your pricing offer to release in a public forum. Additionally, pricing and payments made by HCPSS under the resulting Contract may also become subject to release as public information. HCPSS may consider both the ability to obtain necessary pricing from future respondents as well as the potential to cause harm to the competitive position of respondents in determining release of pricing detail.

Copyrighted submittals are unacceptable and will be disqualified as non-responsive. All submittals become the property of HCPSS.

### **1.27 GIFTS**

In accordance with Board Policy 2070-Ethics, contractors are hereby notified that the giving or offering of a gift or series of gifts to a Board official or employee is improper and may result in disqualification from future work on the grounds that the Offeror is no longer a responsible Offeror.

### **1.28 eMaryland MARKETPLACE ADVANTAGE REGISTRATION**

Contractors are required to register on eMaryland Marketplace Advantage at <https://procurement.maryland.gov> within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage. This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland.

### **1.29 AMERICANS WITH DISABILITIES ACT REQUIREMENTS**

The Howard County Public School is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities, and services. HCPSS government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment.

Your acceptance of this contract acknowledges your commitment and compliance with ADA.

***Remainder of This Page Intentionally Blank.***

**Section II: Qualifications/Experience Affidavit**

**Submitted by:**

---

Information furnished in response to this Affidavit and any verification made by HCPSS provides a basis for determining the responsibility of Offerors. If the experience or background of the Offeror is deemed insufficient or the Offeror's references inadequate, the Offeror may be determined not responsible, and its proposal rejected.

Offeror shall have at least 3 years' experience in providing work similar **in scope and complexity** to those described herein. The most recent experience must be within the past 48 months. HCPSS may consider relevant individual experience of key personnel when assessing the responsibility of the Offeror.

1. How many years has your firm been in the business of providing similar services/scope of work under your present legal name? \_\_\_\_\_ Years of relevant experience.
2. Under a different legal name? \_\_\_\_\_ Years of relevant experience.
3. List at least three contracts/references similar to the work described herein, in which your organization has completed within the last five years (include company names, firm or government agency, address, contact person, phone number and email address). At least one contract must have been awarded within the past 24 months.

**A. Project:**

Beginning and End Date of Contract:

Address:

School District or Organization:

Contact Person: \_\_\_\_\_

Phone Number:

**B. Project:**

Beginning and End Date of Contract:

Address:

School District or Organization:

Contact Person: \_\_\_\_\_

Phone Number:

**C. Project:**

Beginning and End Date of Contract:

Address:

School District or Organization:

Contact Person: \_\_\_\_\_

Phone Number:

4. What is your Dunn and Bradstreet Rating? \_\_\_\_\_
5. How many people does your company currently employ on a:  
A. Full-Time basis? \_\_\_\_\_ B. Part-Time basis? \_\_\_\_\_
6. Has your organization performed any contract, not included in #2 above, for any unit of the State of Maryland or Howard County Government over the last five years? (Please list names, addresses, dates and the government employee responsible for accepting the work).
7. Has your company or any of its officers or employees ever been found guilty of any criminal act in regard to the performance of a government contract or subjected to any penalty or liquidated damages arising out of poor or non-performance? Explain.
8. Has your company ever been suspended or debarred from bidding on contracts by the Board of Public Works or any other local, state or federal organization for any reason? Explain.
9. Has your company ever filed for bankruptcy/receivership or any other similar defalcation? Explain.

The signatory of this form hereby affirms that the information as set forth is accurate, truthful, and complete, to the best of his/her knowledge and belief.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

Name of Organization: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

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

## **Section III: SCOPE OF WORK AND SPECIFICATIONS**

### **3.1 BACKGROUND**

The Howard County Public School System is seeking Student Transportation Services that meets the project needs outlined below.

Interested vendors are encouraged to provide a detailed project plan outlining the approach and services that may be offered to HCPSS for this endeavor. Qualified vendors will be asked to perform product demonstrations. Such demonstrations will be based upon the HCPSS functional needs and requirements. A contract may be awarded to the Contractor(s) whose submittal best meets HCPSS/ requirements and needs at the time of the award.

### **3.2 TECHNICAL RESPONSES**

The Offeror should prepare their response to the Request for Proposal as described below. For rating purposes, the submittal will be evaluated for the following distinct parts:

#### **A. Offeror Qualifications and Experience**

1. Established firm for past three years.
2. Employees trained and certified and/or licensed in their respective fields.
3. Familiar, by experience, with state and local government practices, procedures, laws, and regulations.
4. Licensed to do business in the state of Maryland.
5. Positive references from other K-12 school systems and/or government organizations.

#### **B. Company Profile**

1. Company profile, to include:
  - a. How long in business under current name.
  - b. Business contact information.
  - c. Resume of lead person(s) for this contract to include related experience.
  - d. Manpower breakdown - number of personnel by specialty.
  - e. Description of pertinent facilities and equipment to include office space by square footage and indicate own or lease.
  - f. Licensed to work in the State of Maryland.
  - g. The ideal firm would have offices located within a 50-mile radius of HCPSS Central Office.
  - h. Statement as to business and/or principals' involvement in any legal action pending or resolved regarding failure to perform in the state of Maryland during the previous three years, furnish details and outcome.
  - i. Certification that the Contractor is not listed on the System for Award Management (SAM) under the Excluded Parties Listing System (EPLS) federal registry.
  - j. Statement the firm is in "Good Standing" with the Maryland Treasury Office. See link for details:  
<https://egov.maryland.gov/businessexpress/entitysearch>
  - k. Completed Appendix F - Education Article 6-113

I. Statement of ability to comply with the insurance requirements.

- C. See Technical Proposal Format (Section VI)
- D. See Technical & Price Format (Section VII)
- E. Proposal Affidavit (Appendix D)
- F. Price Proposal Form (Attachment A)

### **3.3 REQUIREMENTS FOR SUBMISSION**

#### **3.3.1 Proposal Submission Format**

All submissions must follow the submission format specified in this section. The HCPSS seeks clarity and brevity in the prospective Contractor's description of its qualifications and experience to provide the required services, and in particular its proposed methodology and track record in forming a working partnership with its current customers. Excessive verbiage, marketing materials, or information not expressly required by this RFP is not desired and will not be considered favorably in the review and selection process. The HCPSS reserves the right to reject any and all proposals or to waive any informalities, irregularities, or technicalities in any proposal should it be deemed to be in the best interest of the Howard County Public School System to do so.

#### **3.3.2 Proposal Content**

The Contractor's proposal shall be submitted in two parts, a Technical Proposal and a Price Proposal, and in a format of labeled and numbered sections consistent with the following:

##### **A. Technical Proposal**

- 1) Identifying Information – Include the full legal name(s) of the parent company submitting the proposal and the company that will be the Prime Contractor providing the proposed services, if different. Provide the legal address of the company(s). Provide the full name, email address, and telephone number of the Contractor's designated contact for the submission. This person must be vested with the authority to speak on behalf of the Contractor in all matters related to the proposal and must be available during the entirety of the solicitation process outlined in the schedule of events above. This section of the proposal must be signed by the designated contact person. To also be included in **Company Profile**.
- 2) Contract Areas for Consideration – Clearly identify each of the named and numbered contract areas from Table 1 for which the Contractor wishes to be considered for award. The Contractor must submit a corresponding separate Price Proposal for each of the identified contract areas. To also be included in Proposed Work Plan (**See Section VI, 1, 6.5**).
- 3) Partnering Plan – Provide a brief but complete description of the Contractor's plan for partnering and use of Subcontractors in each of the contract areas identified in Section 2 of its Technical Proposal, if any. This section must be included in the Technical Proposal. However, if no partnering or



Otherwise, each Subcontractor must be clearly identified as part of the response to this section. To also be included in Proposed Work Plan (**See Section VI, 1, 6.5**).

- 4) Qualifications, Experience, and References – Provide a brief but complete description of the Contractor’s qualifications and experience to provide the required services. At a minimum, include a description or illustration of the organization structure for the parent company and the company proposed to provide the service, if different. Provide a history of the subject organizations, and information to illustrate the size and scope of their operations. If not currently providing transportation services to the HCPSS, include in this section a minimum of three (3) references for which the Contractor is currently or has recently been providing similar services, including location, name and contact information. The HCPSS will contact these customers as part of its review of proposals. To also be included in Experience and Qualifications of Proposed Staff (**See Section VI, 1, 6.6**).

- 5) Methodology and Approach – Provide a brief but complete description of the Contractor’s proposed organization, systems, methodologies, and processes for providing the required services meeting or exceeding the requirements of the Service Specifications, and for working with the HCPSS as a service partner. While brevity and clarity are the objective, particular emphasis in scoring the proposal will be placed on the comprehensiveness and specificity of this description to the requirements of the Service Specifications, and the overall fitness of the Contractor relative to HCPSS’s goals and objectives for this procurement.

Given the challenges faced by the HCPSS and its current transportation vendors over the past two years, the prospective Contractor should place a particular emphasis in describing its track record and methodology for ensuring that each vehicle under contract will be properly staffed with a qualified driver at all times. To also be included in Proposed Work Plan (**See Section VI, 1, 6.5**).

- 6) Required Forms – Include here all properly completed and executed proposal forms, as included in this RFP.

## **B. Pricing Proposal**

- 1) Pricing Proposal Submittal Forms – Complete and submit the Proposal Pricing Submittal Forms (Attachment A) separately for each of the contract service areas identified in the Technical Proposal, Section III. These must be submitted in their entirety and as described in the Proposal Submission Instructions and Requirements below. The Contractor may, at its own discretion, duplicate these forms in a manner that will better enable their submission. If duplicated, the content and format of the Pricing Proposal Submittal Forms must be reproduced in their entirety to be considered compliant. One set of forms must be submitted and separately sealed for each contract area identified in the Technical Proposal.

### 3.3.3 Proposal Submission Instructions and Requirements

- A. A representative of the Contractor is required to attend the Mandatory Pre-Proposal Conference as specified in the Schedule of Events above.
- B. **Proposals shall be submitted electronically.** Electronic proposal submissions in PDF format must be submitted via email to [BidsandProposals@hcpss.org](mailto:BidsandProposals@hcpss.org) and be clearly marked “**RFP, Student Transportation Services Bid #019.23.B3.**” The time of the HCPSS email system receipt is the time the electronic submittal is RECEIVED by the Howard County Public School System – NOT the time you send the email. HCPSS is not responsible for technical failures that result in a late submission. Proposals that contain either more than one file, or files larger than 75MB, shall be inserted into an e-folder and compressed in a .zip file. To ensure delivery, if file size cumulatively exceeds 75MB, it is recommended that offerors submit separate emails labeled No.1, No.2, etc.
- C. Please note that the Bids and Proposal e-mail address above should not be used for any other purpose other than to forward your proposals on the day that the bids are due. This is not to be used for questions or other communication purposes. If you have questions or need to communicate with the Purchasing Specialist, please contact Kristal Burgess at [kristal\\_burgess@hcpss.org](mailto:kristal_burgess@hcpss.org). **Do not copy the Purchasing Specialist with your proposals. Proposals must only be sent to the Bids and Proposals e-mail address listed above.**
- D. No proposal may be withdrawn for a period of ninety (90) days after the Proposal Due Date at which time it may be withdrawn should no contract have been awarded.

### 3.3.4 Review of Proposals and Contract Award

Qualified proposals will be reviewed by a committee established by the HCPSS for the purpose of evaluating the Contractor’s wherewithal and desire to provide the required services. Final scoring of each proposal will be attributed on a weighted basis as follows:

- The Technical Proposal shall account for sixty percent (60%) of the final score.
- The Price Proposal shall account for forty percent (40%) of the final score.

Technical Proposals will be subjectively evaluated and scored relative to multiple criteria. These criteria, in order of most to least importance from top to bottom are as follows:

- A. Contractor’s organization, methodologies, processes, and procedures with a particular emphasis on the assurance of qualified driver availability.
- B. Demonstrated responsiveness to the requirements of the Service Specifications.
- C. Demonstrated ability and commitment to partner with the HCPSS in the delivery of transportation services.
- D. Contractor’s experience in providing similar services, with an emphasis on its experience within the State of Maryland.

- E. The qualifications of the Contractor's management team.
- F. The strength of the Contractor's references.

Once each proposal has been evaluated in this manner, the Price Proposals shall be opened and compared. The Contractor(s) that present the most compelling proposals for a combination of responsiveness and price may be invited to participate in an in-person interview process. Following the interview, a final recommendation for preferred Contractors in each contract service area will be identified and submitted to the School Board by the Superintendent along with a recommendation to award a contract.

### **3.3.5 Post-Award Activities and Requirements**

It is the intent of the HCPSS to award a contract to successful Contractors in accordance with the Schedule of Events. Immediately following the notice of intent to award, and for the period between that notification and the commencement of services, the successful Contractor is expected to work in close cooperation with designated representatives of the HCPSS to ensure a successful transition with incumbent vendors and in support of HCPSS objectives for the start of school in 2023/24.

## **3.4 SUMMARY AND REFERENCE TO CONTRACTUAL REQUIREMENTS**

The following summary of services is provided for the purpose of introduction only and shall have no specific bearing on the governing requirements as stated in the Service Specifications section of this RFP. Currently, home-to-school and various midday transportation services are provided to approximately 40,000 eligible students attending 12 high schools, 20 middle schools, 42 elementary schools, and 3 education centers. Additional transportation is provided to designated non-public school placements and to support athletic and extra-curricular programming.

Relevant operating statistics for all currently operating scheduled bus routes is included within Attachment B, Current Services Summary. The prospective Contractor should consider this information in developing its proposal and pricing but is strongly advised against considering this data as reflective of the routes that will be in place for the start of any contract resulting from this solicitation. There are three key factors to consider in addition to the current routes:

- A. The opening of an additional high school (HS 13) to coincide with the start of school in 2023, and corresponding changes to several school attendance boundaries.
- B. The realignment of all school bell times to coincide with the start of school in 2023, and in accordance with the School Board decision of February 2022.
- C. The intention of staff to align and optimize service delivery to the requirements of (1) and (2) while achieving full operational staffing of all vehicles assigned to the routes as designed.

The restructuring of routes and schedules associated with this solicitation will not be completed prior to the award of any contracts. This uncertainty is encompassed in

the structure of this solicitation, the Service Specifications, and the Contractual Requirements included in this RFP.

A contract for services incorporating this RFP and the prospective Contractor's proposal submission shall be completed and executed by the HCPSS and each selected Contractor. This RFP documents the specifications for the services to be provided and the governing terms and conditions of the partnership. No alterations or modifications to the requirements as drafted are allowable in the Contractors' proposal submissions, except as expressly included in any amendment that may be issued to this RFP prior to the proposal submission date. The prospective Contractor is advised to thoroughly review the entirety of this RFP and to expressly consider its requirements in the construction of its proposal.

### 3.4.1 Multiple Contracts to be Awarded

The HCPSS intends to award multiple contracts via this solicitation. These contracts will be aligned to geographic subdivisions of the service area. Table 1 describes the service area subdivisions (Regions) by summarizing the school groupings and expected volumes of service required within each grouping. A separate contract will be awarded for each Region. Further volume of service information is provided in Attachment B, Current Services Summary where the prospective Contractor can view maps of the service areas summarized in Table 1 together with information concerning the current routes serving the schools in each area. Prospective respondents should defer to the table below when reconciling any differences between the information provided in Attachment B and Table 1. Prospective respondents are cautioned again to understand that changes to the current distribution and volume of services are expected to occur as a result of school boundary realignments, bell time changes, and the results of this solicitation.

**Table 1 – Contract Area Designations and Expected Service Volume**

<b>Contract Service Area</b>	<b>Count of Schools in Area</b>	<b>Regular Education Vehicles</b>	<b>Specialized Service Vehicles</b>	<b>Total Expected Vehicles</b>
Region 1	9	50	10	60
Region 2	5	34	7	41
Region 3	11	54	11	65
Region 4	11	48	10	58
Region 5	26	72	15	87
Region 6	16	64	14	78
Unspecified <sup>1</sup>	N/A	0	80	80
<b>Grand Total</b>	<b>78</b>	<b>322</b>	<b>147</b>	<b>469</b>

### 3.4.2 Proposal and Contract Award Limitations

Contractors must submit a single Technical Proposal that identifies a minimum of one contract service area from Table 1 for which it wants to be considered for award. There is no maximum number of contract areas for which a Contractor can submit a

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<sup>1</sup> This seventh region overlays the entire HCPSS service area, inclusive of the Howard County geographic boundaries as well as a number of out-of-county school placements for specialized services provided to students not attending their home school.

proposal. However, separate Price Proposals must be submitted for each contract area requested on the forms provided as Attachment A, Pricing Proposal Submittal Forms. It is the intention of the HCPSS to make contract awards to multiple individual Contractors. The HCPSS also reserves the right not to award a contract and to instead select itself as the operator for any contract area.

### **3.4.3 Subcontracting and Partnering**

The HCPSS encourages innovative partnering solutions to meet the requirements of this solicitation and the resulting contracts. The number of vendors providing home-to-school fixed route services (i.e., excluding those providing athletic, co-curricular, and charter services) has varied considerably over the years. Currently, there are twenty-three (23) vendors providing these services to the HCPSS. These vendors, their contact information, and the total number of routes currently operated by each are included as Attachment C, Current Vendor Listing.

Subcontracting is allowable within each contract area but must be expressly identified within the Contractor's proposal. Changes to Subcontractors after the commencement of contract services are subject to the Contractual Requirements section of this RFP. In the case of subcontracting, any award will be made solely to the Prime Contractor. The Prime Contractor will be responsible for the proposal submission and all resulting contractual requirements. The Prime Contractor will be solely responsible for ensuring that their Subcontractor(s) comply with all Federal, State, and local requirements as well as the requirements of the contract.

## **3.5 SERVICE SPECIFICATIONS**

### **3.5.1 HCPSS Obligations**

- A. HCPSS hereby agrees to compensate Contractor for the provision of Student Transportation Services as documented herein.
- B. HCPSS agrees to work cooperatively with Contractor to ensure the provision of safe, effective, and efficient Student Transportation Service over the term of this Agreement.
- C. HCPSS shall establish, document, and provide to Contractor such policies as may be required to govern the provision of Student Transportation Services in the HCPSS. HCPSS reserves the right at its sole discretion to modify such policies over the term of this Agreement except to the extent that such modification prevents Contractor or HCPSS from complying with the terms and conditions of this Agreement.
- D. HCPSS will provide for routine oversight, measurement, and reporting of Contractor performance as documented herein, and further agrees to fairly and equitably consider all reasonable requests presented by Contractor regarding HCPSS's obligations under this Agreement.

### **3.5.2 Contractor Obligations**

- A. Contractor hereby agrees to provide Student Transportation Services to HCPSS as documented herein.
- B. Contractor agrees to work cooperatively with HCPSS to ensure the provision of safe, effective, and efficient Student Transportation Service over the term of this Agreement.

#### **3.5.2.1 Legal Compliance**

- 1) In providing Student Transportation Services, Contractor shall comply with any and all applicable federal, state, and county laws, statutes, ordinances, policies, regulations, and/or prohibitions currently in force or that may come into force during the term of this Agreement and that pertain to the provision of these services to the HCPSS.
- 2) Contractor is responsible for having full knowledge of all such federal, state, and county laws, statutes, ordinances, policies, regulations, and/or prohibitions at all times over the term of this Agreement.

#### **3.5.2.2 Safe Service**

- 1) Student, HCPSS employee, Contractor employee, and public safety is paramount and will be the highest priority consideration in the delivery of services under this Agreement.
- 2) Contractor shall immediately inform HCPSS of any HCPSS policies, regulations, procedures, or practices that may conflict with safety prioritization.
- 3) Contractor shall not intentionally compromise safety to achieve any of the requirements of this Agreement.
- 4) Contractor shall not intentionally perform an unsafe act to achieve contractual or related performance criteria.
- 5) Contractor shall immediately perform any service necessary to address a safety concern regardless of whether it is specifically required by this Agreement.
- 6) Contractor shall at all times adhere to a documented Safety Program acceptable in form and content to, and as explicitly approved by HCPSS. The Safety Program shall be documented and updated prior to the start of school in each school year covered by the term of this Agreement.

### **3.5.3 Services to be Provided**

#### **3.5.3.1 Service Programs, Types, and Volume**

- 1) Contractor shall provide home to school and school to home transportation service for all regular education and specialized education students defined as eligible for receiving this service by HCPSS. This service shall be provided over the course of the entire regular school year and during any summer designated session at the discretion of the HCPSS. This may also,

- at the HCPSS's direction, include routing between schools and specific education programs before, during, or after the regular school day.
- 2) The HCPSS reserves the right at any time during the term of this Agreement to alter rider eligibility policies and other parameters that may alter the volume or type of service to be provided in accordance with this Agreement.
  - 3) The number of service vehicles operated by the Contractor in accordance with this Agreement may increase or decrease by up to ten (10) percent per year at the prices established in this Agreement. A cumulative change of more than ten (10) percent will require the Contractor and the HCPSS to renegotiate prices for the balance of the Agreement term.
  - 4) The Contractor may provide such other Additional and Supplemental Student Transportation Service as may be requested by the HCPSS including, but not limited to co-curricular, activity, athletic, late, or extended day, vocational, or special programs.
  - 5) The volume of services to be provided in accordance with this requirement will vary based on demand, is not guaranteed, and may be requested of other Contractors if the Contractor providing home-to-school service under the requirements of this section is unable or unwilling to provide this service.
  - 6) All services provided in accordance with this requirement shall be on a per-request basis. Contractor may accept or decline to provide the service on a per-request basis. All requests for service accepted by Contractor under this requirement shall be provided at prices not to exceed those established by this Agreement.

#### **3.5.3.2 Operating Parameters**

- 1) Contractor will provide the services required under this Agreement in accordance with certain parameters established by HCPSS as Board of Education policies, Superintendent Implementation Procedures (regulations), and Office of Student Transportation standard operating procedures. These may be altered at any time over the term of this Agreement and at the sole discretion of HCPSS. Current operating parameters shall be provided to Contractor prior to the start date of this Agreement and at least thirty (30) days prior to the effective date of any approved change.
- 2) Contractor may petition HCPSS for an adjustment to rates of payment if any approved change to operating parameters has a material impact on Contractor's cost of providing services under this Agreement and is not otherwise compensated within the existing payment rate structure of this Agreement.

#### **3.5.3.3 Routing and Scheduling**

- 1) The development of Student Transportation Service routes and schedules shall be a joint and cooperative responsibility of Contractor and HCPSS over the term of this Agreement. HCPSS shall be responsible for leading this effort, including the provision of routing staff and supporting technologies. Contractor shall provide all required vehicles and skilled staffing necessary to meet the Operating Parameters defined herein for

each approved route operated by and assigned to Contractor. This service shall be provided in the most efficient and effective manner feasible and within the overarching mandate for providing Safe Service.

- 2) No later than thirty (30) days prior to the final day of service in any school year covered by this Agreement, HCPSS shall present a plan and schedule, with key milestone dates identified, for the development of service routes to be operated at the start of the following school year. HCPSS and Contractor agree to work cooperatively to finalize the route development schedule, and to meet all identified planning milestones as required.
- 3) HCPSS shall present proposed routes to Contractor for review and comment as they are developed, but not later than ten (10) workdays prior to the first day of school in any year during the term of this Agreement. HCPSS reserves the right at its sole discretion to approve, or disapprove, any proposed route modification recommended and submitted by Contractor.
- 4) Contractor is responsible for conducting pre-service route verification to ensure the efficacy of all final approved routes. Such verification may include operating the full route as designed without student passengers on board. Should Contractor elect this form of verification, HCPSS agrees to compensate Contractor for one complete daily route cycle at eighty percent (80%) of the payment rates then in force under this Agreement.
- 5) Contractor is to perform approved routes as designed and approved, except that deviations may occur irregularly based upon a particular day's riders, schedule, weather, unforeseen traffic situations, or the operator's contention that operating the route in the manner prescribed would create an unsafe circumstance.
- 6) Contractor shall report in manner acceptable to HCPSS and make recommendations for appropriate changes to routes when any of the following exceptions occur for three (3) consecutive school days:
  - a. Zero (0) riders at any morning or afternoon bus stop
  - b. Late arrival at any assigned school in the morning of ten (10) minutes or more
  - c. Late departure from any assigned school in the afternoon of ten (10) minutes or more.
- 7) HCPSS shall provide for regular administration of all planned routes, including additions, changes, and deletions of student riders from routes.
- 8) HCPSS shall make route information available to Contractor in a manner acceptable to the HCPSS and Contractor.

#### **3.5.3.4 Appearance of Contractor Resources**

The appearance of Contractor's vehicles, facilities, work areas, and employees shall meet the higher of 1) standards specified by HCPSS in its Operating Parameters, or 2) customary and reasonable standards for the student transportation industry.



### **3.5.3.5 Contractor Employee Conduct**

- 1) The conduct of Contractor's employees shall meet the higher of 1) standards specified by HCPSS in its Operating Parameters, or 2) customary and reasonable standards for the student transportation industry.
- 2) Contractor shall be responsive to written direction provided by HCPSS as to any personnel or conditions deemed to be insufficient relative to these standards.
- 3) HCPSS may, at its sole discretion and at any time over the term of this Agreement, mandate a change to the Contractor's management personnel if HCPSS determines that Contractor's repeated and progressive efforts to resolve a specific and documented shortcoming identified by HCPSS have been unsuccessful.
- 4) Contractor must comply with HCPSS's request to remove any employee providing service under this Agreement if such removal is deemed to be in the best interest of HCPSS, and on submission of written documentation to Contractor providing the reasons for the request, and if HCPSS determines that Contractor's repeated and progressive efforts to resolve the issues have been unsuccessful.

### **3.5.3.6 Contractor Service Delivery Vehicles**

- 1) Contractor shall provide student transportation vehicles of sufficient type, quantity, quality, and dependability to meet the service delivery requirements of this Agreement including, but not limited to the Legal Compliance and Minimum Service Level Criteria sections of this Agreement and the following:
- 2) Contractor shall adhere to a minimum spare vehicle requirement of ten (10) percent of the total daily scheduled routes operated, and shall ensure a sufficiency of spare vehicles matching the specific types operated on each route without regard to the overall requirement.
- 3) Contractor shall repair and maintain all vehicles, at a minimum, in accordance with vehicle manufacturer recommendations.
- 4) Contractor shall submit an inventory of their vehicle fleet assigned to provide service under this Agreement, with content and in a format acceptable to HCPSS, at least one (1) month prior to the commencement of services under this Agreement and at each subsequent anniversary date of the Agreement.
- 5) Each Contractor vehicle shall be equipped with two-way radio communication to the dispatch facility.
- 6) Each Contractor vehicle shall be equipped with Automated Vehicle Location (AVL/GPS) equipment and service plans of a type and quality sufficient to, at a minimum, interface with other HCPSS systems, transfer required data to HCPSS, and calculate the Minimum Service Level Criteria of this Agreement.

- 7) Each Contractor vehicle shall be equipped with digital video cameras and data capture equipment of a type and quality sufficient to meet the Operating Parameters and to enable real-time access to stored video data as may be required by HCPSS.

#### **3.5.3.7 Software, Hardware, and Related Technologies<sup>2</sup>**

- 1) Contractor shall provide the hardware, software, and technical services necessary to:
  - a. Connect to HCPSS's designated online data systems via cloud-based portals, as required.
  - b. Provide HCPSS with electronic access via direct system access or data transfer from Contractor's functioning AVL/GPS systems.
  - c. Provide HCPSS with electronic access to view and store as required, data from functional digital video cameras.
- 2) In addition to the requirements explicitly identified in this section, Contractor agrees to work cooperatively with HCPSS to identify and incorporate such other technologies as may become available or be required by HCPSS in furtherance of its objectives over the term of this Agreement. HCPSS and Contractor furthermore agree that the incorporation of such technologies may result in additional costs requiring the renegotiation of rates of compensation under this Agreement.

#### **3.5.3.8 Other Responsibilities**

- 1) Contractor will be responsible for providing all services related to student transportation not otherwise noted, or not specifically reserved for HCPSS in this Agreement. These include, but are not limited to:
  - a. Coordination of student behavior management issues on vehicles with HCPSS officials
  - b. State and HCPSS mandated data collection and reporting
  - c. Accident investigation
  - d. Customer service activities provided to HCPSS administrators, school officials, parents, and guardians

### **3.5.4 Performance Management**

#### **3.5.4.1 Responsibilities and Reporting**

- 1) This Agreement will be subject to a Contract Performance Management Program. HCPSS shall designate a Contract Manager for the duration of this Agreement who shall be responsible for oversight of Contractor performance under this program. Contractor shall designate a Customer Manager for the duration of the Agreement who shall be the counterparty to the Contract Manager and who shall serve as the HCPSS's primary point of contact for matters relating to Contractor's performance under this

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<sup>2</sup> The prospective Contractor shall be aware of a concurrent Request for Information (RFI) currently in process, the results of which are likely to result in changes to the requirements of this section. Should such changes occur, they will be incorporated into this RFP via a subsequent addendum prior to the proposal finalization and submission date in the Schedule of Events.

Agreement. The Customer Manager must be delegated with the authority to act on behalf of Contractor in all matters related to Contractor's performance under this Agreement.

- 2) The Contract Performance Management Program shall be a joint, supportive program of contract compliance monitoring and performance measurement designed to enhance and improve Student Transportation Service delivery. Contractor shall be an active participant in, and shall be responsive to, the requirements of this program.

#### **3.5.4.2 Minimum Service Levels and Standards of Performance**

- 1) The foundation for the Contract Performance Management Program will be Contractor compliance with a set of minimally acceptable service levels and standards of performance. Contractor and HCPSS shall cooperate to monitor, track, account for, and report to HCPSS the data and information required to determine Contractor's success in meeting or exceeding the established standards.
- 2) Contractor will comply with four (4) minimally acceptable standards of performance. For the purposes of this section a vehicle route is defined as either the morning, midday or afternoon component of a daily route package as developed and approved for service by HCPSS and defined in the Basis for Contractor Compensation section of this Agreement.
- 3) No approved vehicle route operated by Contractor shall be missed because of Contractor's inability to provide an adequate number of qualified vehicle drivers or monitors as defined within this Agreement. This is a zero-tolerance standard of performance.
- 4) No more than two (2) percent of all vehicle routes operated by Contractor in each week of any service month shall be delayed for any other operational issue under the direct control of Contractor that prevents the timely operation of the vehicle routes as designed and approved. A delayed route is defined as any route component that begins operation more than five (5) minutes after its scheduled time.
- 5) No more than two (2) percent of all vehicle routes operated by Contractor in each week of any service month shall be delayed or missed because of a mechanical problem with Contractor's assigned vehicle. A delayed or missed route is defined as any route component that begins operation more than five (5) minutes after its scheduled time or is delayed more than five (5) minutes over the course of its route because of a mechanical problem with the assigned vehicle.
- 6) Contractor shall report every incident of delay as defined in this section, as well as all other incidents involving bus accidents, mechanical breakdowns, or injuries to students to HCPSS within fifteen (15) minutes of occurrence and in a format and content acceptable to HCPSS. This is a zero-tolerance standard of performance.
- 7) Contractor shall cooperate with HCPSS to ensure recording and tracking of all data and information required to calculate compliance with the minimally acceptable standards of performance. These data shall be provided to HCPSS in a form and with content verifiable by and acceptable

to HCPSS not later than the first workday of each week for service completed in the prior week over the entire term of this Agreement.

- 8) If a non-compliance situation occurs Contractor shall be immediately on notice whether or not HCPSS provides formal written notice of non-compliance.
- 9) Contractor shall comply with HCPSS directives to improve operations and outcomes that fall below established standards.

#### **3.5.4.3 Liquidated Damages**

- 1) In the event of non-compliance with the minimally acceptable standards of performance as defined in Section 3.5.4.2, HCPSS may assess liquidated damages in accordance with the following schedule:
  - a. HCPSS may assess liquidated damages in the amount of one hundred percent (100%) of the daily contract rate for each missed route instance of non-compliance as defined Section 3.5.4.2, 3).
  - b. HCPSS may assess liquidated damages in the amount of seventy-five percent (75%) of the average daily contract rate multiplied by the percentage of delayed routes multiplied by five (5) for each instance of non-compliance as defined in Section 3.5.4.2, 2).
  - c. HCPSS may assess liquidated damages in the amount of fifty percent (50%) of the average daily contract rate multiplied by the percentage of delayed or missed routes multiplied by five (5) for each instance of non-compliance as defined in Section 3.5.4.2, 5).
  - d. HCPSS may assess liquidated damages in the amount of twenty-five percent (25%) of the of the daily contract rate for the effected route for each instance of non-compliance as defined in Section 3.5.4.2, 6).

#### **3.5.4.4 Contractor Fiscal Efficiency**

- 1) Contractor will make an ongoing good faith effort to identify opportunities to improve the vehicle routes and the overall operating efficiency of the transportation system. Where feasible, Contractor will identify opportunities to modify, pair, combine, or repackage routes with the objective to maximize efficiency and effectiveness. At a minimum, Contractor will submit a written report to HCPSS to accompany each regular invoice that summarizes opportunities identified in the prior service month or, if no opportunities are identified, making an affirmative statement attesting to this fact.

### **3.5.5 Basis for Contractor Compensation**

#### **3.5.5.1 Daily Bus Service Time**

- 1) Contractor's pricing will be primarily based on the amount of time required for each service vehicle to complete its regularly assigned daily route package. The route package time of service will start when the assigned vehicle arrives at the first stop at which student riders are scheduled to board and ends when it arrives at the final stop at which student riders are

scheduled to debark for either the morning, midday, or afternoon component of the route package. The combination of all components constitutes the Daily Bus Service Time.

- 2) Daily Bus Service Time shall be calculated in accordance with scheduled route data as determined by HCPSS, reviewed by Contractor, and approved by HCPSS.
- 3) Daily Bus Service Time shall be rounded to the nearest fifteen (15) minute increment.
- 4) Non-recurring variances in actual versus planned Daily Bus Service Time of fifteen (15) minutes or less shall receive no incremental compensation.
- 5) Non-recurring variances in actual versus planned Bus Service Time in excess of fifteen (15) minutes shall be compensated in accordance with the Rates of Compensation section of this Agreement if the variance causes the total to exceed the minimum Daily Bus Service Time.
- 6) Recurring variances in actual versus planned Daily Bus Service Time shall be investigated by Contractor to determine cause and the route package shall be replanned and redocumented by HCPSS with changes submitted for review by Contractor in accordance with the Routing and Scheduling and Contractor Fiscal Efficiency sections of this Agreement.

#### **3.5.5.2 Pricing Elements**

- 1) The Rates of Compensation section of this Agreement contains a matrix describing each element for which Contractor will be provided compensation and the rate of compensation for each element.
- 2) Contractor is guaranteed compensation for a minimum Daily Bus Service Time of five (5.0) hours for each vehicle assigned to a regularly assigned daily route package under this Agreement. Any approved route package with a planned Daily Bus Service Time equal to or under five (5.0) hours will receive this rate of compensation.
- 3) Additional compensation for recurring or non-recurring Daily Bus Service Time in excess of five (5.0) hours will be provided on the basis of a regular service incremental hourly rate calculated in fifteen (15) minute increments as described in the Daily Bus Service Time section of this Agreement.
- 4) Compensation for Additional Supplemental Services will be provided for each documented and approved instance of service, calculated in fifteen (15) minute increments as described in the Rates of Compensation section of this Agreement, rounded down to the nearest fifteen (15) minute increment.

#### **3.5.5.3 Invoicing and Payment for Services**

- 1) Contractor shall submit an invoice to HCPSS at once for each month of service provided under this Agreement. The invoice shall be submitted in a manner and format, and with content acceptable to HCPSS.

- 2) At a minimum, the invoice shall include sufficient information and detail to support the amounts billed and shall reconcile to the route data developed under this Agreement.
- 3) Each invoice shall be received by HCPSS not later than five (5) business days following the final date of service covered by the invoice.
- 4) The invoice shall be reviewed and approved by HCPSS within five (5) business days of receipt. If Contractor does not receive notice from HCPSS within this timeframe, Contractor may assume HCPSS has approved the invoice.
- 5) If HCPSS finds an error or questions the accuracy of any item on the invoice, the error or question shall be reported to Contractor who shall reconcile the error or and the question and resubmit the invoice for approval within two (2) business days of receiving notice. HCPSS shall review the revisions within three (3) business days of receiving the revised invoice.
- 6) HCPSS shall pay all invoices within thirty (30) days of final approval.

#### **3.5.5.4 Rates of Compensation**

- 1) Regular Home-to-School and School-to-Home service as defined in the Service to be Provided section of this Agreement shall be compensated in accordance with the Contractor's Price Proposal submission, following rate schedule format as contained in Attachment B to the RFP.
- 2) Additional Supplemental Service as defined in the Service to be Provided section of this Agreement shall be compensated in accordance with the Contractor's Price Proposal submission, following rate schedule format as contained in Attachment B to the RFP.

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## **Section IV: TECHNICAL PROPOSAL EVALUATION CRITERIA**

### **4.1 Introduction**

This part details the submittal evaluation and selection process for submissions.

### **4.2 Submittal Evaluation and Selection**

- 4.2.1 The HCPSS will evaluate submittals on the basis set forth in this section. A contract may be awarded to the Contractor(s) whose submittal best meets HCPSS requirements and needs at the time of the award.
- 4.2.2 Submittals shall comprehensively address all the desired services outlined in the Request for Proposal and shall demonstrate the successful performance of similar contracts by the contractor making the submittal and shall offer the most cost-effective submittal for the desired services.
- 4.2.3 Submittals shall be evaluated by a Selection Advisory Committee that may request additional technical assistance from any source. The Committee shall first review each submittal for compliance with requirements of the Request for Proposal. The Committee may recommend that the HCPSS waive minor irregularities in order to assure quality of service in the remaining areas and if it determines that, the decision is in the best interests of HCPSS.
- 4.2.4 **Only the firms whose proposal has achieved the required 70% minimum, or better technical score will be considered for award.** HCPSS reserves the right to make an award with or without negotiations or request best and final offers or to make an award without further review.
- 4.2.5 Based on the results of the preliminary evaluation, the highest rated offerors may be invited by the Director of Procurement and Materials Management to make oral presentations to the Selection Advisory Committee. This committee shall then conduct a final evaluation of the proposals. The Selection Advisory Committee shall then negotiate a contract with the highest rated offeror. At this time, the offeror and the Selection Advisory Committee may negotiate any changes desired in the offer if deemed in the best interest of HCPSS. If a satisfactory contract cannot be negotiated with the highest qualified offeror, negotiations shall be formally terminated. Negotiations shall then be undertaken with the second rated offeror and so on.
- 4.2.6 The Director of Procurement and Materials Management may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 4.2.7 Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the Director of Procurement and Materials Management, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be submitted initially on the most complete and favorable terms from a technical

standpoint which offerors are capable of submitting to HCPSS. Should proposals submitted require additional clarification and/or supplementary information, offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

- 4.2.8 Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal shall be classified as "acceptable". Proposals found not to be acceptable shall be classified, as "unacceptable" and no further discussion concerning same shall be conducted.

### **4.3 Basis For Award**

4.3.1 The Howard County Public School System reserves the right to award the contract in the aggregate, by individual service, or any combination, whichever is in the best interest of the HCPSS or to make multiple awards in a primary, secondary manner depending on the capacity of the awarded vendors to service the school system.

4.3.2 A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals based on the information provided with the statement of qualifications, and the evaluation criteria listed below.

4.3.3 The Committee will use the following criteria and weighing in preparing its technical evaluation of each qualifying submittal as follows:

A numeric evaluation system based on 150 evaluation points will be used to score the **proposals**. The maximum points awarded for each category are listed below.

#### **A. Offeror Qualifications and Experience (20 points)**

Evaluation in this category will be based on verifiable track record in developing, implementing, and supporting contract management systems similar to the needs of the HCPSS. Submissions must include:

- Provide provider qualifications, CV or resume, licensure
- Description of company profile
- Interpretation
- Management team and approach

#### **B. Functional Requirements (45 points)**

Evaluation in this category will be based on the Respondent's ability to implement Student Transportation Services that meets or exceeds the minimum requirements and project deliverables set forth in this solicitation.

#### **C. Technical Requirements (35 points)**

Evaluation in this category will be based on the ability of the hardware and software to meet or exceed the technical requirements set forth in Section VI of this proposal.



**D. Price (50 points)**

Evaluation in this category will be based on the total cost of the Student Transportation Services to the HCPSS. Submissions must include:

- Financial statement and Other financial data
- Cost/Fee Structure, as appropriate
- Description of insurance
- Description of Service Provider's Liability Insurance
- Additional Insurance Information

HCPSS may request additional information about or clarification of Technical Offers.

HCPSS hereby reserves the right to solicit best and final offers only from four Offerors receiving the highest evaluated scores.

HCPSS hereby reserves the right to negotiate or modify any element of the Technical Offer to ensure that the best possible arrangements for achieving the stated purpose are obtained.

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## **Section V: MANDATORY TERMS AND CONDITIONS**

### **5.1 CONTRACT AWARD**

Any award to furnish services to The Howard County Public School System (referred to as "HCPSS") shall include, in whole or in part, either attached or incorporated by reference, binding in all respects, these terms and conditions.

### **5.2 ORDER OF PRECEDENCE**

In the event of an inconsistency among provisions of this Request for Proposal, the inconsistency shall be resolved by the following order of precedence:

1. Specifications
2. Terms and Conditions
3. General Provisions

### **5.3 WAIVER OF RIGHT TO BID ON OTHER CONTRACTS**

The Consultant agrees that it and its parent, its affiliates and subsidiaries, if any, waive the right to bid on any procurement contracts, of any tier, resulting from the services to be provided under this agreement.

### **5.4 INITIATION OF WORK**

The Consultant shall not commence performance of the services until it receives a formal written notice to proceed from HCPSS.

### **5.5 RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The Consultant shall be responsible for any personnel injury, loss of life, and damage to or loss of property arising from or related to consultant's activities or those of its subcontractors, agents, or employees in connection with the services required under this agreement. The Consultant shall indemnify and save harmless HCPSS, its elected officials, officers, agents and employees from and against all claims, suits, demands, judgments, expenses, actions, damages and costs of every name and description, including but not limited to attorney's fees arising out of or resulting from its negligent or wrongful performance or failure of performance of the services of the Consultant under this agreement or the activities conducted or required to be conducted by the Consultant under this agreement, including its subcontractors, agents, or employees.

### **5.6 BILLING AND PAYMENT**

The Contractor shall submit invoices to the Howard County Department of Education, (Name of Department), 10910 Clarksville Pike, Ellicott City, MD 21042, Attn: (Name of Contact), at the completion of each job. Invoices must contain the following information:

- a) Purchase Order Number
- b) Name of school
- c) Description of work along with quantities
- d) Start date and completion date
- e) Itemized breakdown of project costs to include labor and materials.
- f) Total due

## **5.7 INSURANCE**

The Consultant has in force, or shall obtain, and will maintain insurance for the full term of the contract (including any executed renewals) in not less than the amounts specified and accordance with the requirements contained in APPENDIX C, INSURANCE REQUIREMENTS.

The awarded consultant shall reimburse, indemnify, and hold harmless the Board for all loss to the Board, including attorney's fees and cost resulting from negligence of the contractor in the performance of this contract, and for all loss to the Board resulting from non-performance thereof, except those losses otherwise specifically excluded by the Board.

## **5.8 CHANGES ALTERATIONS, OR MODIFICATIONS IN THE SERVICES**

HCPSS shall have the right, at their discretion, to change, alter, or modify the services provided for in this agreement and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the Consultant or in the contract cost thereof.

If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of any service under this contract, whether or not changed by an order, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Consultant for adjustment under this clause must be asserted in writing with 30 days from the date of receipt by the Consultant of the notification of change unless the project manager or his duly authorized representative grants a further period of time before the date of final payment under the contract.

No services for which an additional cost or fee will be charged by the Consultant shall be furnished without prior written authorization of HCPSS.

## **5.9 DELAYS AND EXTENSIONS OF TIME**

The Consultant shall prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Consultant for any delays, acceleration, or hindrance, from any cause whatsoever, during the progress of any portion of the services specified in this agreement. Such delays, acceleration, or hindrances, if any, may be compensated for by an extension of time for such reasonable period as HCPSS may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Consultant.

## **5.10 REMEDIES AND TERMINATION**

1. ***Correction of Errors, Defects, and Omissions*** - The Consultant agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to HCPSS. The acceptance of the work set forth herein by HCPSS shall not relieve the Consultant of the responsibility.
2. ***Set-Off*** - HCPSS may deduct from and set-off against any amounts due and payable to the Consultant any back-charges or damages sustained by HCPSS by virtue of any breach of this agreement by the Consultant to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Consultant of liability for additional construction and design or other costs, expenses, and damages resulting from a failure to satisfactorily perform the services. Nothing

herein shall limit the liability of the Consultant for damages and HCPSS may affirmatively collect damages from the Consultant.

3. **Termination for Default** - If the Consultant fails to fulfill its obligations under this contract properly and on time, otherwise violates any provision of the contract, HCPSS may terminate the contract by written notice to the Consultant. The notice shall specify the acts of omissions relied on as cause for termination. All finished or unfinished supplies and services provided by the Consultant, shall at HCPSS's option, become HCPSS property. HCPSS shall pay the Consultant fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Consultant's breach.
4. If the damages are more than the compensation payable to the Consultant, the Consultant will remain liable after termination and HCPSS can affirmatively collect damages.
5. **Termination for Convenience of HCPSS** - HCPSS may terminate all or any part of the work required under this contract for the convenience of HCPSS. In the event of such termination, the contract manager shall determine the costs the Consultant has incurred to the date of termination and such reasonable costs associated with the termination. HCPSS shall pay such costs as determined by the contract manager to the Consultant together with reasonable profit reasonably earned by the Consultant to the time of termination but not to include any profit not earned as of the date of termination.
6. **Obligations of Consultant upon Termination** - Upon notice of termination as provided in #3 and #4 above, the consultant shall:
  - a) Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
  - b) Take such action as may be necessary to protect the property of HCPSS, place no further orders or subcontract, assign to HCPSS in the manner and to the extent directed by HCPSS all of the right, title and if ordered by HCPSS possession and interest of Consultant under the orders or subcontracts terminated.
  - c) Deliver to HCPSS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Consultant which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to HCPSS. Title to such items shall be transferred to HCPSS.
7. **Remedies Not Exclusive** - The rights and remedies contained in this general condition are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

**5.11 RESPONSIBILITY OF CONSULTANT**

1. The Consultant shall perform the services with that standard of care, skill, and diligence normally provided by a consultant, architect, or engineer in the performance of services similar to the services hereunder.
2. Notwithstanding any review, approval, acceptance, or payment for the services by HCPSS, the Consultant shall be responsible for professional and technical accuracy of its work furnished by the Consultant under this agreement.
3. HCPSS's review, approval, or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Consultant shall be and remain liable to HCPSS in accordance with applicable law for all damages to HCPSS caused by the Consultant's negligent performance of any or the services furnished under this contract.
4. The rights and remedies of HCPSS provided for under this contract are in addition to any rights and remedies provided by law.

**5.12 DISPUTES; GOVERNING LAW**

Except as otherwise provided in these contractual documents, any claim, dispute, or other matter in question concerning a question of fact shall initially be referred to the HCPSS Project Manager. Any claim, dispute, or other matter in question concerning a question of fact referred to the Project Manager that is not disposed of by agreement shall be referred to the purchasing officer, HCPSS, who shall reduce his decision to writing and mail or otherwise furnish a copy to the Consultant. The decision of HCPSS shall be final and conclusive.

The contract shall be governed by the law of the State of Maryland and nothing in this contract shall be interpreted to preclude the parties from seeking, after completion or termination of the agreement, any and all remedies provided by law.

**5.13 EXAMINATION OF RECORDS**

The Consultant agrees that the auditor of HCPSS or any of their duly authorized representatives shall, have five (5) years after the final renewal expiration date under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this contract.

**5.14 DISSEMINATION OF INFORMATION**

During the term of this agreement, the Consultant shall not release any information related to the services or performance of the services under this agreement nor publish any final reports or documents without the prior written approval of the HCPSS contract manager.

**5.15 NON-HIRING OF OFFICIALS AND EMPLOYEES**

No official or employee of HCPSS whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall during the pendency and term of this contract and while serving as an official or employee of HCPSS become or be an employee of the contractor or any entity that is a subcontractor on this contract.

**5.16    CONTINGENT FEE PROHIBITION**

The Consultant warrants that they have not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the consultant, to solicit or secure this agreement, and that they have not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

For breach or violation of this warranty, HCPSS shall have the right to terminate this agreement without liability, or, at its discretion, to deduct from the contract price or consideration, or percentage, brokerage fee, gift or contingent fee.

**5.17    MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS**

Funds have been set-aside for the anticipated term of this contract. Should, for any reason, the Contractor's work extend beyond the current fiscal year, this contract will be subject to termination in accordance with the Termination for Convenience Section, if the Board of Education of Howard County fails to appropriate funds for any fiscal year for the future performance of the contract.

HCPSS, however, reserves the right to negotiate with the Consultant to perform additional tasks not specified in this RFP that may be required in order to assure that the Consultant's recommendations are implemented and are having the desired effects.

**5.18    COMPLIANCE WITH LAW**

The consultant hereby represents and warrants:

1.     That it is qualified to do business in the State of Maryland and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified.
2.     That it is not in arrears with respect to the payment of any monies due and owing the county or state, of any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this agreement.
3.     That it shall comply with all federal, state, and local law, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.
4.     That it shall procure, at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this agreement.
5.     That the facts and matters set forth hereafter in the "Contract Affidavit" which is attached to this agreement and made a part hereof are true and correct.

**5.19    STAFF**

The consultant shall utilize the personnel named and/or otherwise identified in its submittal to perform services required. In the event that any of the personnel named are unable to

perform because of death, illness, resignation from the Consultant's employ, or similar reasons, the Consultant shall promptly submit to the Project Manager, in writing, the name and qualifications of the proposed replacement. No substitutions shall be made without the proper written approval of the contract manager.

#### **5.20 OWNERSHIP AND USE OF PROGRAM MATERIALS**

All materials, including but not limited to training documents, program and software, diagnostic equipment and energy information systems furnished by Offeror to HCPSS in connection to this Program shall remain the property of the School System. No materials will be returned to the Contractor at the end of the contract period including any that are copyrighted. HCPSS shall have the right to continue using all and any control equipment and document materials for as long as the School System desires to do so.

#### **5.21 ADHERENCE TO SCHOOL SYSTEM POLICIES AND STATE AND FEDERAL REGULATIONS**

The Contractor understands that HCPSS shall not be required to act contrary to the School System policies or unreasonably interfere with the School System operations. The Offeror and any Sub-Offeror personnel assigned to this project must be cognizant and abide by School System policies and operating procedures at all times. Health and safety policies and procedures will not be compromised. Proposed programs must not violate or conflict with the School System policies and procedures. Moreover, the Contractor shall be cognizant and enforce all federal and state regulations and policies and all proposals and subsequent work shall adhere to known regulations and policies.

#### **5.22 SEX OFFENDER NOTIFICATION**

Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Proceedings 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.

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 Proceedings 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.

Each contractor shall screen their workforces 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.

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. 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 employee complies with the requirements.

**5.23 CRIMINAL HISTORY BACKGROUND CHECKS**

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.

**5.24 ETHICS REGULATIONS**

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.

**5.25 DEBARMENT STATUS**

By submitting their proposal, the offeror(s), certify that they are not currently debarred by the State of Maryland or another governmental entity from submitting bids or proposals on contracts for the type of products or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

**5.26 ASSIGNMENTS**

The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Howard County Public School System. Unless the performance is expressly waived in writing by the Howard County Public School System, an assignment does not release the Contractor from responsibility for performance of this contract. Assignment or subcontracting without the written approval of the Howard County Public School System will be cause for termination.

**5.27 SUBCONTRACTORS**

Subcontractors will be allowed for this solicitation.

**5.28 TOBACCO FREE AND ALCOHOL/DRUG FREE ENVIRONMENT**

The Board of Education of Howard County maintains a tobacco, alcohol/drug free environment. The sale or use of tobacco, alcohol or drugs, in any form, or related product, is prohibited in school buildings and grounds at all times. Persons found violating this policy will be requested to remove the product and themselves from school premises. Repeated use or sale of tobacco on HCPSS property, or any use or sale of alcohol, misuse



of other drugs, or any use of illegal drugs by a contract employee while servicing this contract or while on HCPSS property will result in a prohibition of that employee from servicing the HCPSS contract. Repeated instances of violations by contract employees may result in a default ruling and lead to contract termination.

**5.29 RIGHT TO ASSIGN WORK**

The school system reserves the right to obtain separate contracts through its normal procurement process according to the best interests of the school system.

**5.30 INDEMNIFICATION**

The Awarded Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractors acts, negligence, willfulness, or failure to perform any of its obligations under this agreement. Furthermore, any acts on the part of any agent, director, partner, servant or employee of the Contractor are deemed to be the Contractors acts. Contractor agrees to indemnify and hold harmless the Howard County Public School System and its Board of Trustees, Employees, Agents and Students from any claim, damage, liability, expense, and/or loss, including defense costs and attorney fees, arising directly or indirectly out of the Contractor's performance under this agreement. The indemnification obligation of the successful Contractor shall include but shall not be limited to injuries to individuals and property of individuals who are not parties to the contract. In addition, the indemnification obligation of the successful Contractor shall cover the acts or omissions of any subcontractors hired by the successful Contractor. Furthermore, the indemnification obligation of the successful Contractor shall survive termination of the contract for any reason.

**5.31 PERMITS, CODES AND LAWS**

All work shall be in accordance with all State, County, Federal, and Governmental rules, regulations, and laws. The contractor is responsible for assuring that all of their employee and services provided under the contract follow and comply with any such requirements pertaining and applicable to the service being provided under this contract. All costs to comply with these requirements shall be paid by the contractor and included in the contractors Bid price.

**5.32 RIGHT TO STOP WORK**

If HCPSS determines, either directly or indirectly, that the Contractor's performance is not within the specifications, terms or conditions of this bid and/or that the quality of the job is unacceptable, HCPSS has the right to stop work. The stoppage of work shall continue until the default has been corrected and/or corrective steps have been taken to the satisfaction of HCPSS. HCPSS also reserves the right to e-bid this contract if it is decided that performance is not within the specifications as set out.

**5.33 LICENSES AND QUALIFICATIONS**

Bidders must be licensed to do business in the State of Maryland and shall submit proof upon request.

HCPSS reserves the right to require that the contractor demonstrate that it has the skills, equipment and Other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project within the proposed contract schedule.

**5.34 NON-DISCRIMINATION IN EMPLOYMENT**

The HCPSS does not discriminate based on race, color, creed, national origin, religion, physical or mental disability, age, gender, marital status, or sexual orientation in matters affecting employment or in providing access to programs. For more information, contact the Equity Assurance Office of the Howard County Public School System at 10910 Route 108, Ellicott City, MD 21042 or call 410-313-6654.

**5.35 BINDING AGREEMENT**

This agreement supersedes any and all understandings or agreements, either oral or written, between the Board and the contractor and constitutes the entire binding agreement upon the parties and their respective successors.

**5.36 INDEPENDENT CONTRACTS**

It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association between the parties.

**5.37 PRICE ADJUSTMENTS**

The Howard County Public School System will only consider adjustments on labor rates based only upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-W), Baltimore Region, as published by the Bureau of Labor Standards. Requested increases above a 5% cap will not be considered. In order to receive consideration for a price increase, the Contractor must submit to The Howard County Public School System, sixty (60) days prior to the contract expiration date, a statement of any change in the hourly rate wage actually to be paid to its employees during the renewal term. Adjustments will be calculated by comparing the current index with the previous year's index so as to determine the change in index points. The point change will then be divided by the price index to obtain the percentage of change. The percentage of change will then be multiplied by .75 to obtain the adjustment to be applied to the current prices.

The Howard County Public School System will also consider adjustments based on fees outside of the control of the Contractor, such as manufacturer price increases. However, such increases will be a "pass through" to the Howard County Public School System with no markup allowed. For such changes to be considered by the Howard County Public School System, documentation from the manufacturer (or any other applicable party) assessing a cost increase must accompany a written request from the Contractor.

The Howard County Public School System will then review the request and advise the Contractor of approval or disapproval of the price change request. Price increase requests will not be considered if not accompanied with the proper information.

**5.38 CONTRACTOR PERFORMANCE/EVALUATION SCORECARD**

Upon completion of a project/service or at any time during the project/service, the awarded contractor shall receive a performance evaluation scorecard rating the contractor's performance on the project/service, see Appendix A. The evaluation scorecard will become part of the contractor's permanent file. A sample Contractor Performance/Evaluation Scorecard is included with the bid documents.

The evaluation scorecard shall include the following performance indicators: Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security,

Safety, Utility Conservation, Disruptions, Quality of Materials, Emergency Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, Compliance. A contractor shall have up to 3 weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor.

A contractor receiving a 70% or less overall evaluation scorecard rating for a project/service may be disqualified for bidding on any future project/service with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

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## **Section VI: TECHNICAL PROPOSAL FORMAT**

**Note: No pricing information is to be included in the Technical Proposal.**

When submitting a technical proposal, the following minimum information must be provided. Please note that your proposal, if considered responsive, will be rated against other responsive submissions and the evaluation criteria described under Section IV. Technical Proposal Criteria. Financial statements are to be included in the technical proposal – not the price proposal. **Proposals that do not contain the following information may be rejected.**

### **1. FORMAT OF TECHNICAL PROPOSAL**

The Technical Proposal shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal should be separated by a TAB as detailed below:

#### **6.1 Executive Summary (Submit under TAB A)**

Offerors must provide an executive summary of their submittals and represent that Offerors' submittals address all of the requirements of this RFP. The executive summary must not exceed three pages and must represent a full and concise summary of the contents of the submittal. The executive summary must not include any information concerning the cost of the submittal. Offerors must identify any services that are provided beyond those specifically requested. If Offeror is providing services that do not meet the specific requirements of this RFP, but in the opinion of respondent are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, failure to provide the services specifically required may result in disqualification of the submittal.

#### **6.2 Title Page and Table of Contents (Submit under TAB B)**

The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents should follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

#### **6.3 Transmittal Letter (Submit under TAB C)**

Offerors must submit with their submittals a transmittal letter that identifies the entity submitting the submittal, all principals, and includes a commitment by that entity to provide the services required by HCPSS. **The transmittal letter must state that the submittal is valid for 120 days from the deadline for delivery of submittals. Any submittal containing a term of less than 120 days for acceptance from this deadline will be rejected as non-responsive.**

The transmittal letter must be signed by a person legally authorized to bind the Offeror to the representations in the response. In the case of a joint submittal, each party must sign the transmittal letter. The Offeror also must indicate, in its transmittal letter, why it believes it is the most qualified respondent to provide the requisite services. The transmittal letter must include a statement of acceptance

of the terms and conditions as specified in this RFP and of the contract resulting from this RFP (a copy of the HCPSS Standard Contract appears as Appendix E. If an Offeror takes exception to any of the proposed terms and conditions or the Standard Contract; those exceptions must be noted in the transmittal letter; however, failure to accept those terms and conditions may result in disqualification of the submittal. Offerors are encouraged to submit any questions with regard to terms and conditions and the Standard Contract prior to the deadline of this RFP for the submission of questions.

**6.4 An original, unaltered, executed solicitation document including any addenda issued by HCPSS (Submit under Tab D).**

**6.5 Offeror Response to RFP Requirements and Proposed Work Plan (Submit under TAB E)**

The Offeror shall address each Scope of Work requirement in its Technical Proposal and describe how its proposed services will meet or exceed the requirement(s). The Offeror shall give a definitive **section-by-section** description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology and techniques to be used by the Offeror in providing the required services as outlined in RFP *Scope of Work*.

**6.6 Experience and Qualifications of Proposed Staff (Submit under TAB F)**

The Offeror shall include a completed and accurate Qualification/Experience Affidavit.

The Offeror shall identify the number and types of staff proposed to be utilized under the Contract.

The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan. The Offeror shall include individual resumes for the Key Personnel.

**6.7 Conflict of Interest (Submit under TAB I)**

Each Offeror must disclose any existing or potential conflict of interest relative to the performance under the Contract. Examples of potential conflicts may include an existing business or personal relationship between Offeror, its principal, or any affiliate or subcontractor, with HCPSS or any other entity or person involved in any way in the Contract.

By submitting a proposal, the Offeror agrees that, if selected, it will be independent and not be unduly influenced by any group or individuals, public or private, to include the HCPSS, Maryland State Department of Education, Maryland State Government, or any of its respective employees, members, or representatives.

## **2. OFFEROR'S QUALIFICATIONS AND CAPABILITIES (Submit under Tab F)**

The Offeror shall include information on past experience with similar projects and/or services.

The Offeror shall describe how its organization can meet the requirements of this RFP and shall include the following information:

1. The number of years the Offeror has provided the similar services;
2. The number of clients/customers and geographic locations that the Offeror currently serves;
3. The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under this Contract;
4. The Offeror's process for resolving billing errors; and
5. An organizational chart that identifies the complete structure of the Offeror, including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.
6. The organizational chart that identifies the complete structure of the Offeror, including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.

## **3. PRICE PROPOSAL**

In a separate file from the Technical Proposal, the Offeror shall submit the Price Proposal in Microsoft Word or Microsoft Excel. The Price Proposal shall contain all price information in the format specified in **Attachment A**.

Price proposals are to be fully loaded prices that include, but are not limited to, all labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor.

It is imperative that prices entered on the Price Proposal Form are correct and accurately calculated by the Offeror. Incorrect entries or inaccurate calculations by the Offeror may cause the Proposal to be rejected.

Except as instructed on the Price Proposal Form, nothing shall be entered on or attached to the Price Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may cause the Proposal to be rejected.

**Section VII: TECHNICAL & PRICE PROPOSAL FORMAT**

<b>Deliverable Description</b>	<b>Maximum Score</b>
<p>Offeror Qualifications and Experience:                      Evaluation in this category will be based on verifiable track record in developing, implementing, and supporting contract management systems similar to the needs of the HCPSS.                      Submissions must include:</p> <ul style="list-style-type: none"> <li>· Provide provider qualifications, CV or resume, licensure</li> <li>· Description of company profile</li> <li>· Interpretation</li> <li>· Management team and approach</li> </ul>	20 points
<p>Functional Requirements:                      Evaluation in this category will be based on the Respondent's ability to implement Student Transportation Services that meets or exceeds the minimum requirements and project deliverables set forth in this solicitation.</p>	40 points
<p>Technical Requirements:                      Evaluation in this category will be based on the ability of the hardware and software to meet or exceed the technical requirements set forth in <b>Section VI</b> of this proposal.</p>	30 points
Total Technical Proposal	100 points
Price Proposal	50 points

Submitted by:

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

Authorized Signature: \_\_\_\_\_

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

Printed Name and Title: \_\_\_\_\_

\_\_\_\_\_

NOTE: Amendments to solicitations often occur prior to the proposal due date and sometimes within as little as 24 hours prior to the time proposals are due. It is the Offeror's responsibility to frequently visit our website, <https://purchasing.hcpss.org/business-opportunities> to obtain amendments. Completion of this Price Proposal Work Sheet indicates that you have read this section and checked the website for any amendments to this solicitation.

**Attachment A – Price Proposal Form**

Instructions:

1. One completed form is required to be completed for each contract service area identified in Section III of the Technical Proposal.
2. This form may be copied and/or reproduced in its entirety as long as the format and content remains as displayed herein.
3. Every cell in the form must be completed to constitute a compliant offer.
4. HCPSS will calculate an expected total contract cost for each proponent’s offer using the rate-based price proposal, service volume estimates as contained in Table 1 of the RFP, and an optimized vehicle mix to be determined.
5. The total expected contract cost as calculated in (4) will constitute the basis of comparison used within the cost comparison portion of the proposal evaluation process.
6. The final service volume and vehicle mix will be determined in consultation with the successful contractor(s) as the route planning process for the 2023/24 school year proceeds and in accordance with the terms of the Agreement.

**Contract Service Area:** \_\_\_\_\_

Vehicle Type	Scheduled Route Service		Supplemental Service	
	Daily Rate (5.0 Hour Min)	Excess Hourly Rate	Hourly Rate <sup>3</sup>	Wait Time (Hourly) <sup>4</sup>
Van				
A				
C				
D				

<sup>3</sup> This hourly rate will be applied from the pickup location to the drop-off location and return and is inclusive of all operating costs live-time operating costs between those points.

<sup>4</sup> This hourly rate will be applied for all time that a contractor vehicle waits between drop-off and the commencement of the return trip, charged to the nearest 15-minute increment. The applicability of wait time is determined for each trip based on the requirements of the trip and the Contractor’s quote for that trip.



**Attachment B – Service Volume, Supplementary Information**

**2022 Scheduled Routes Currently in Operation**

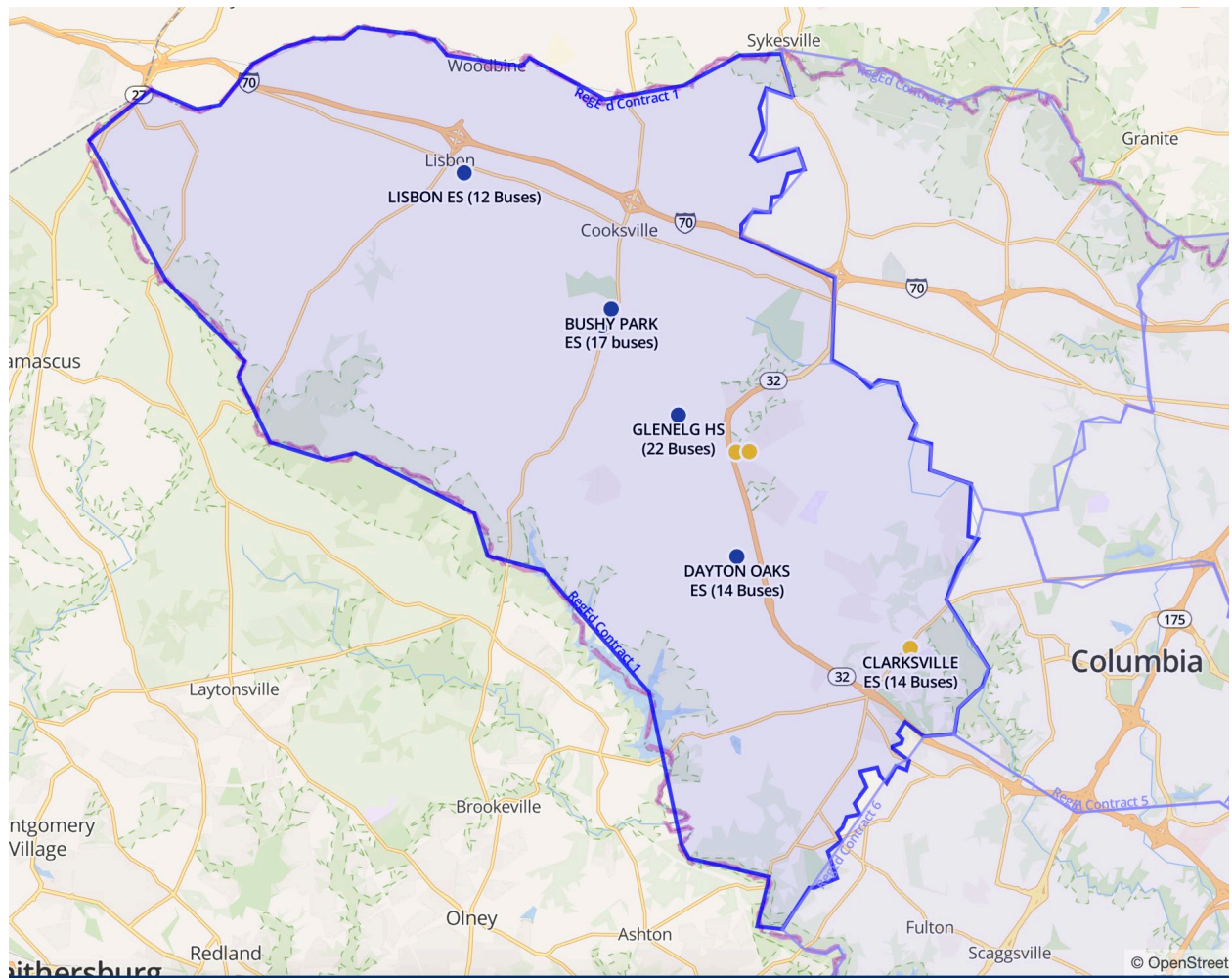
See file: Attachment B\_Current Routes.xlsx

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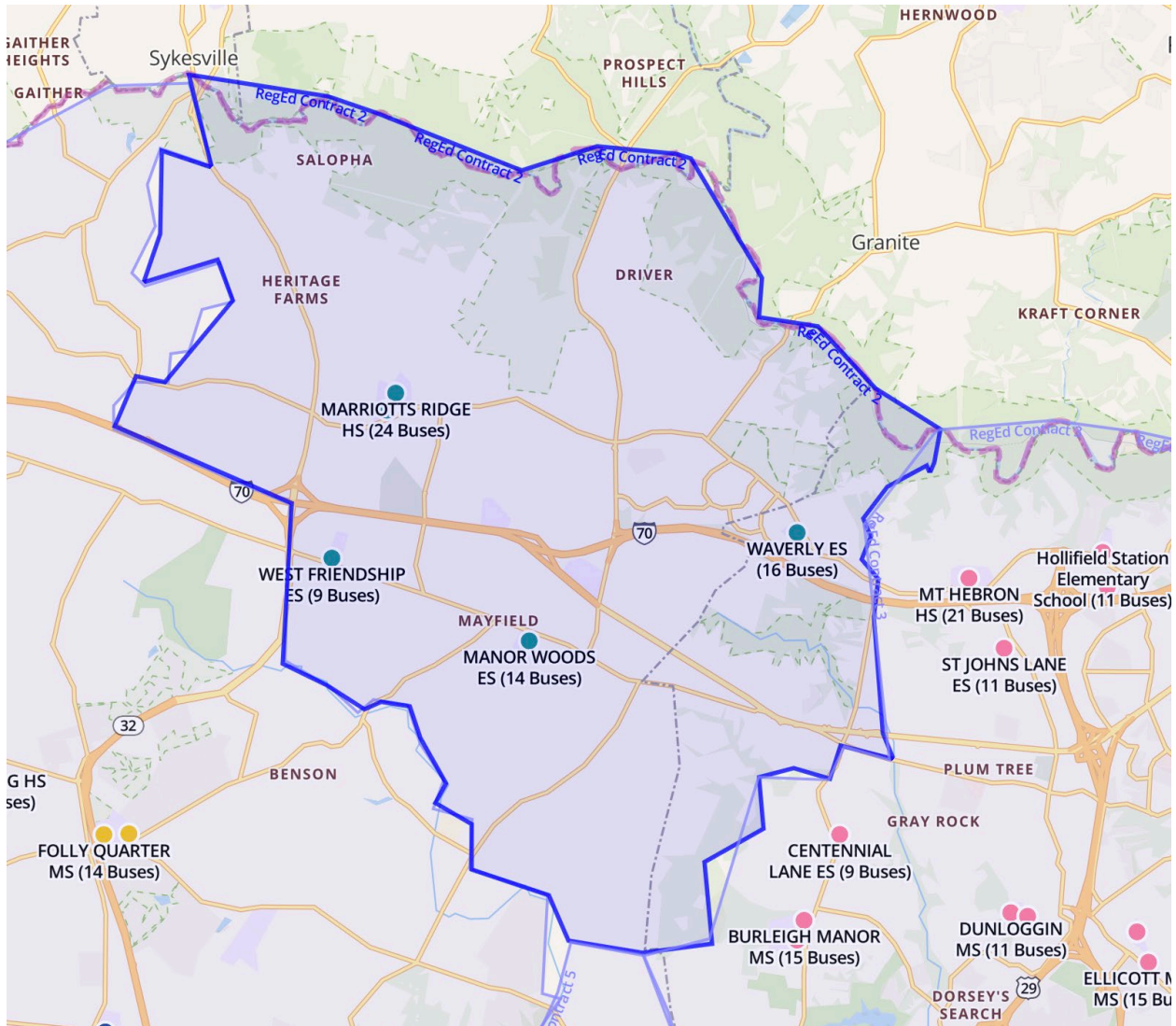
**Attachment B – Service Volume, Supplementary Information cont.**

**2023 Service Volume Estimates by School and Service Area**

<b>Contract Service Area 1</b>						
	<b>Expected Reg Buses by Tier</b>			<b>Expected SpEd Buses by Tier</b>		
<b>School / Tier</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>3</b>
Bushy Park ES			17			3
Clarksville ES			14			3
Dayton Oaks ES		14			3	
Folly Quarter MS	14			3		
Glenelg HS	22			4		
Glenwood MS		13			3	
Lisbon ES			12			3
River Hills HS	14			3		
Tridelphia Ridge ES		13			3	
<b>Grand Total</b>	<b>50</b>	<b>40</b>	<b>43</b>	<b>10</b>	<b>9</b>	<b>9</b>

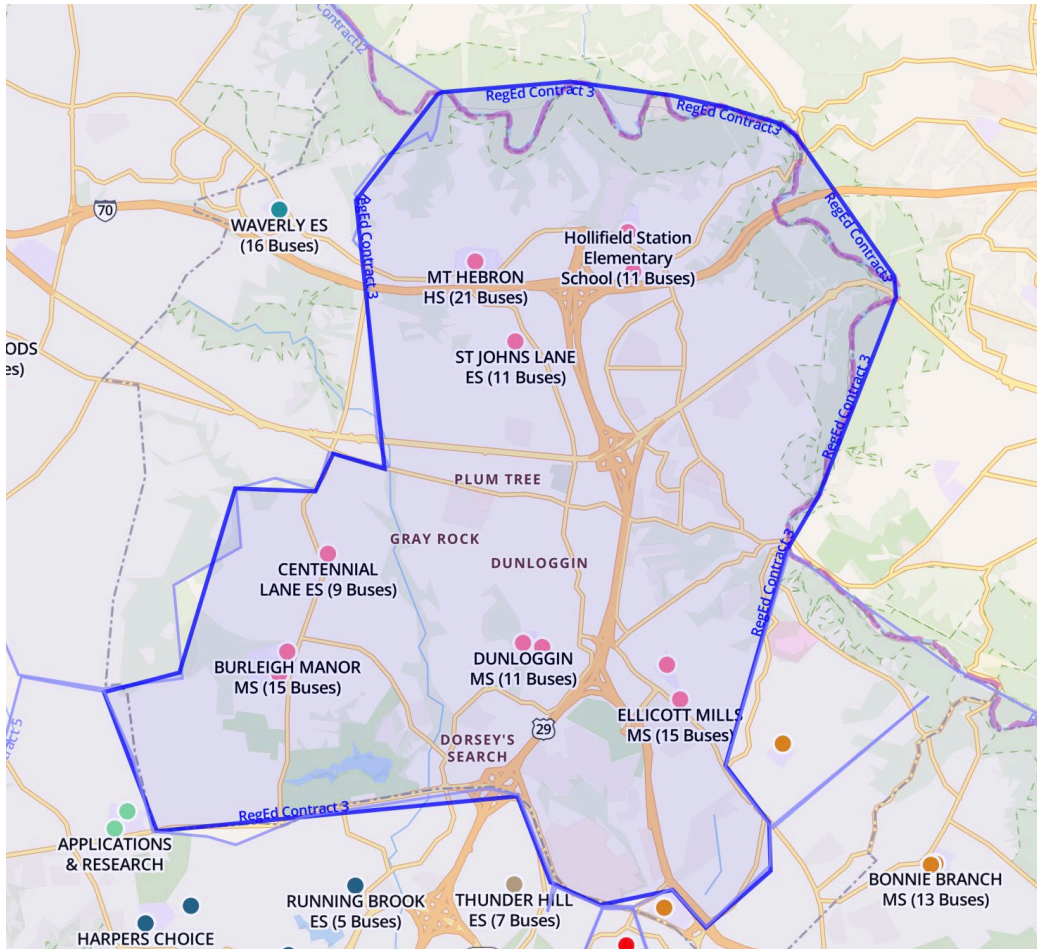


Contract Service Area 2						
School / Tier	Expected Reg Buses			Expected SpEd Buses		
	1	2	3	1	2	3
Manor Woods ES		14			3	
Marriotts Ridge HS	24			5		
Mount View MS		20			4	
Waverly ES			16			3
West Friendship E			9			2
<b>Grand Total</b>	<b>24</b>	<b>34</b>	<b>25</b>	<b>5</b>	<b>7</b>	<b>5</b>



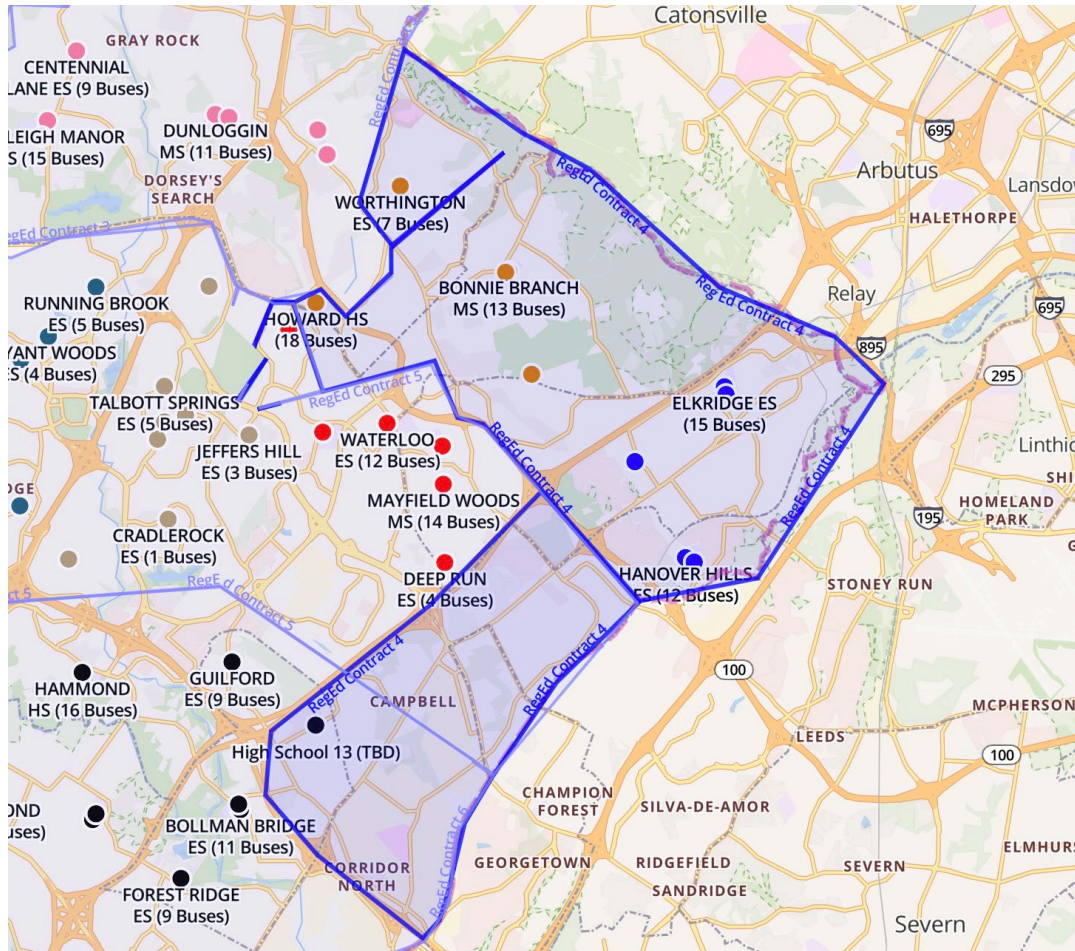
Contract Service Area 3						
School / Tier	Expected Reg Buses			Expected SpEd Buses		
	1	2	3	1	2	3
Burleigh Manor MS		15			3	
Centennial HS	20			4		
Centennial Lane ES		9			2	
Dunloggin MS	11			2		
Ellicott Mills MS		15			3	
Hollifield Station ES			11			2
Mt Hebron HS	21			4		
Northfield ES			10			2

Patapsco MS		15			3	
St. Johns Lane ES			11			2
Veterans ES			19			4
<b>Grand Total</b>	<b>52</b>	<b>54</b>	<b>51</b>	<b>10</b>	<b>11</b>	<b>10</b>



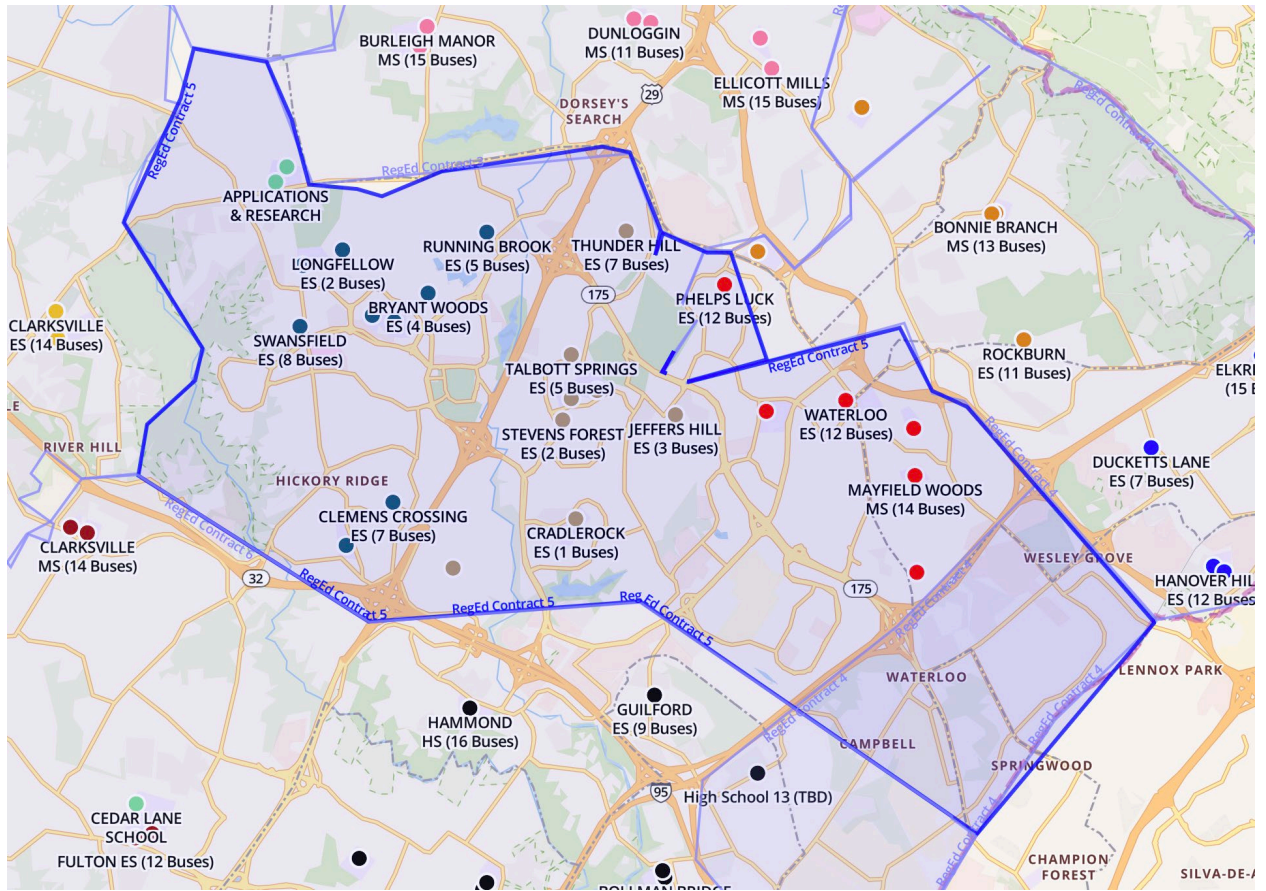
<b>Contract Service Area 4</b>						
<b>School / Tier</b>	<b>Expected Reg Buses</b>			<b>Expected SpEd Buses</b>		
	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>3</b>
Bonnie Branch MS		13			3	
Ducketts Lane ES		7			2	
Elkridge ES			15			3
Elkridge Landing MS	14			3		
Hanover Hills ES			12			3
Howard HS	18			4		

HS 13	0			0		
Ilchester ES			10			2
Rockburn ES		11			2	
Thomas Viaduct MS		17			3	
Worthington ES			7			2
<b>Grand Total</b>	<b>32</b>	<b>48</b>	<b>44</b>	<b>7</b>	<b>10</b>	<b>10</b>



Contract Service Area 5						
School / Tier	Expected Reg Buses			Expected SpEd Buses		
	1	2	3	1	2	3
Atholton ES			7			2
Atholton HS	20			4		
Bellows Springs ES			9			2
Bryant Woods ES		4			1	

Clemens Crossing ES			7			2
Cradlerock ES		1			1	
Deep Run ES			4			1
Harpers Choice MS		4			1	
Homewood Center	0			0		
Jeffers Hill ES		3			1	
Lake Elkhorn MS		8			2	
Long Reach HS	23			5		
Longfellow ES			2			1
Mayfield Woods MS		14			3	
Oakland Mills HS	10			2		
Oakland Mills MS	4			1		
Phelps Luck ES		12			3	
Running Brook ES			5			1
Stevens Forest ES			2			1
Swansfield ES		8			2	
Talbott Springs ES		5			1	
Thunder Hill ES			7			2
Waterloo ES			12			3
Wilde Lake HS	15			3		
Wilde Lake MS		11			2	
<b>Grand Total</b>	<b>72</b>	<b>70</b>	<b>55</b>	<b>15</b>	<b>17</b>	<b>15</b>





<b>Contract Service Area 6</b>						
	<b>Expected Reg Buses</b>			<b>Expected SpEd Buses</b>		
<b>School / Tier</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>3</b>
Bollman Bridge ES		11			2	
Cedar Lane School	0			0		
Clarksville MS	14			3		
Forest Ridge ES			9			2
Fulton ES			12			3
Gorman Crossing ES			9			2
Guilford ES			9			2
Hammond ES		10			2	
Hammond HS	16			3		
Hammond MS		11			2	
Laurel Woods ES			1			1
Lime Kiln MS		12			3	
Murray Hill MS		11			2	
Patuxent Valley MS	14			3		
Pointers Run ES			14			3
Reservoir HS	21			4		
<b>Grand Total</b>	<b>65</b>	<b>55</b>	<b>54</b>	<b>13</b>	<b>11</b>	<b>13</b>



**Attachment C – 2022 Scheduled Route Current Vendor Listing**

<b>Contractor Name / Location</b>	<b>Owner Name</b>	<b>Contact Phone</b>	<b>Main Email</b>
ADKINS ENTERPRISES LTD 7079 Oakland Mills Rd., Columbia, MD 21046	Adkins, Ransey	(410) 730-9115	AdkinsPTO@gmail.com
B L CORN INC 14307 Harrisville Rd., Mt. Airy, MD 21771	Corn, Bonnie	(240) 674-7730	blcorn53@gmail.com
B W A TRANSPORTATION INC 12805 Livestock Rd., Sykesville, MD 21784	Amoss, Barry	(410) 980-0736	bwabus@gmail.com
BARUCH TRANSPORTATION INC 7079 Oakland Mills Rd., Columbia, MD 21046	Clapperton, Dona	(443) 804-3454	Baruch.Transportation.Inc@gmail
BAYER BUS SERVICE LLC	Bayer, Kevin	(410) 655-1091	kbayer@woodlawnmc.com
BLUE HORIZONS INC 7435 Montevideo Rd., Jessup, MD 20794	Defibaugh, Jared	(240) 447-4720	jareddef@gmail.com
BOWENS BUS SERVICE INC North Lot – 4103 Ten Oaks Rd., Dayton, MD 21036 South Lot – 11268 Scaggsville Rd., Fulton, MD 20723	Bowen, Michael	(410) 489-9501	bowensbusser@aol.com
C T T A ENTERPRISES 7435 Montevideo Rd., Jessup, MD 20794	Brewer, Brenda	(301) 648-0824	brendabctta@aol.com
DENTS BUS SERVICE 10295 Stansfield Rd., Laurel, MD 20723	Dent Jr, Claude	(301) 497-6437	irene11114@cs.com
DORESTES BUS SERVICE LLC	Doreste, Emilio	(443) 996-2993	emiliodoreste@yahoo.com
FREEDOM TAXICAB	Steadman, Jennifer	(410) 456-8026	freedomtaxicabllc@yahoo.com
H O B ENTERPRISES LLC 13240 MD-108, Highland, MD 20777	Brathwaite, Henderson	(443) 226-9053	h_brathwaite@yahoo.com
K A M ENTERPRISES INC 209 Adam Smith St., Sykesville, MD 21784	Mullinix, Keith	(410) 795-2913	kambus@hughes.net
M B G ENTERPRISES INC 7457 Shipley Ave., Harmans, MD 21077	Gunther, Daniel	(410) 766-3621	dgunther.mbg@gmail.com
MELLORS BUS SERVICE, INC. 8040 Harriet Tubman Ln., Columbia, MD 21044	Mellor, Annette	(410) 531-6033	mellorsbus09@verizon.net

<b>Contractor Name / Location</b>	<b>Owner Name</b>	<b>Contact Phone</b>	<b>Main Email</b>
MINA TRANSPORTATION 8291 Washington Blvd., Jessup, MD 20794	Laaboudi, Mohammed	(443) 995-9095	m_laaboudi@yahoo.com
SHARONS BUS SERVICE LLC	Hammond, Sharon	(410) 737-4646	sharonsbus481@gmail.com
TIP TOP TRANSPORTATION INC 7300 Roosevelt Blvd., Elkridge, MD 21075	Pool, Jeff	(410) 379-2100	jwpool15@gmail.com
TRANSWHITE INC 6431 Woodbine Rd., Woodbine, MD 21797	White, Robert	(443) 677-4766	transwhite@comcast.net
VIENNAS TRANSPORTATION INC 7268 Park Circle Dr., Hanover, MD 21076	Viennas, Jim	(443) 690-3290	viennas@comcast.net
WARD SHARON A INC	Ward, Sharon	(301) 776-6338	swbus28@yahoo.com
WHITEHEAD GLENWOOD G 2065 Shipley Farm Rd. Jessup, MD 20794	Whitehead, Glen	(410) 799-5035	glenandbetty4466@aol.com
WOODLAWN MOTOR COACH INC 6523 Baltimore National Pike Catonsville, MD 21228	Bayer, Barbara	(410) 744-3300	tbayer@woodlawnmc.com
Y & L TRANSPORTATION CO INC	Young, April	(202) 869-2569	yandltransportation@gmail.com

## APPENDIX A

# CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

Upon completion of a project or at any time during the project/service, the awarded contractor shall receive a performance evaluation scorecard rating the contractor's performance on the project/service. The evaluation scorecard will become part of the contractor's permanent file. A sample Contractor Performance/Evaluation Scorecard is included with the bid documents.

The evaluation scorecard shall include the following performance indicators; Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility Conservation, Disruptions, Quality of Materials, Emergency Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, Compliance.

A contractor shall have up to 3 weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor.

A contractor receiving a 70% or less overall evaluation scorecard rating for a project/service may be disqualified for bidding on any future project/service with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options. The contractor shall be notified of their performance status after each project.

**Name of Contractor:** \_\_\_\_\_

**Name of Project:** \_\_\_\_\_ **Contract/Bid Number:** \_\_\_\_\_

**Reviewed by:** \_\_\_\_\_ **Department:** \_\_\_\_\_

Please take a moment to tell us about this contractor's performance. We will summarize all the information we obtain about each contractor and provide it to them. Supporting documentation shall be required to support any scores noted on the performance evaluation scorecard.

**HOW SATISFIED.** Please tell us **how satisfied** you are with the **performance** of the contractor named above. Circle a 10 if you are highly satisfied with their performance on a measure. Circle a 1 if you are highly dissatisfied with their performance on a measure. Circle a number in between to show different degrees of satisfaction. Circle **N/A** for any performance indicators that do not apply to the project/service. There are no right or wrong answers; just tell us how you feel.

**Satisfaction** with the contractor's performance:

**Highly Dissatisfied**                      **Highly Satisfied**

- |   |                          |
|---|--------------------------|
| 1. <b>Quality of Work.</b> The contractor's ability to do the job right the first time.   | 1 2 3 4 5 6 7 8 9 10 N/A |
| 2. <b>Responsiveness.</b> The contractor's ability to adapt to changes and meet unusual needs.  | 1 2 3 4 5 6 7 8 9 10 N/A |
| 3. <b>Professionalism.</b> The courtesy and standards of conduct maintained by the contractor and his or her employees.                 | 1 2 3 4 5 6 7 8 9 10 N/A |
| 4. <b>Resources.</b> The contractor's ability to provide his or her employees with the tools, parts, and supplies needed to do the job. | 1 2 3 4 5 6 7 8 9 10 N/A |
| 5. <b>Schedule Management.</b> The contractor's ability to show up when scheduled and complete the work on time.                        | 1 2 3 4 5 6 7 8 9 10 N/A |
| 6. <b>Quality Control.</b> The contractor's ability to identify problems and deficiencies before you do.                                | 1 2 3 4 5 6 7 8 9 10 N/A |

## APPENDIX A

### CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

7. <b>Deficiency Resolution.</b> The contractor's ability to rapidly correct deficiencies in his or her work.	1 2 3 4 5 6 7 8 9 10 N/A
8. <b>Submittal Management.</b> The contractor's ability to provide submittals In a timely and efficient manner.	1 2 3 4 5 6 7 8 9 10 N/A
9. <b>Training.</b> The contractor's ability to provide employees well-trained in all aspects of their jobs.	1 2 3 4 5 6 7 8 9 10 N/A
10. <b>Appearance.</b> The contractor's ability to keep uniforms, tools, and vehicles clean so as to portray a positive image.	1 2 3 4 5 6 7 8 9 10 N/A
11. <b>Security.</b> The contractor's ability to safeguard your facilities and assets.	1 2 3 4 5 6 7 8 9 10 N/A
12. <b>Safety.</b> The contractor's ability to keep the workplace safe and comply with OSHA requirements.	1 2 3 4 5 6 7 8 9 10 N/A
13. <b>Utility Conservation.</b> The contractor's ability to use only the water, gas, electricity, and air conditioning needed to do the job.	1 2 3 4 5 6 7 8 9 10 N/A
14. <b>Disruptions.</b> The contractor's ability to keep interruptions to the operations of your firm or agency to a minimum.	1 2 3 4 5 6 7 8 9 10 N/A
16. <b>Quality of Materials.</b> The contractor's ability to use high quality parts and supplies.	1 2 3 4 5 6 7 8 9 10 N/A
17. <b>Emergency Response.</b> The contractor's ability to rapidly restore normal operations after an emergency, power outage, or severe weather.	1 2 3 4 5 6 7 8 9 10 N/A
18. <b>Hazardous Materials.</b> The contractor's ability to properly handle hazardous materials.	1 2 3 4 5 6 7 8 9 10 N/A
19. <b>Innovation.</b> The contractor's ability to use new materials and adopt new methods to increase effectiveness.	1 2 3 4 5 6 7 8 9 10 N/A
20. <b>Teamwork.</b> The contractor's ability to be a team player in order to assist in accomplishing the objectives of your firm or agency.	1 2 3 4 5 6 7 8 9 10 N/A
21. <b>Cost Management.</b> The reasonableness of the contractor's costs, especially for contract changes.	1 2 3 4 5 6 7 8 9 10 N/A
22. <b>Billing.</b> The contractor's ability to present correct and properly documented invoices.	1 2 3 4 5 6 7 8 9 10 N/A
23. <b>Compliance.</b> The contractor complied with all rules, requests, regulations And requirements. This includes compliance with instructions Regarding interactions with students, staff and others.	1 2 3 4 5 6 7 8 9 10 N/A



## APPENDIX C

### INSURANCE REQUIREMENTS

#### 1 - General Insurance Requirements:

1.1 - The Contractor shall not commence Work until he has obtained at his own expense all of the insurance as required hereunder and such insurance has been approved by the Board of Education of Howard County Maryland; nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Board of Education of Howard County Maryland of original, signed certificates of insurance or, alternately, at the Board of Education of Howard County Maryland's request, certified copies of the required insurance policies.

1.2 - The Contractor shall require all Subcontractors to maintain during the term of this agreement, commercial general liability insurance, business automobile liability insurance, and Workers' Compensation and employers' liability insurance, in the same manner as specified for the Contractor. The Contractor shall furnish Subcontractors' certificates of insurance to the Board of Education of Howard County Maryland immediately upon request.

1.3 - All insurance required hereunder shall include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until sixty (60) days prior written notice has been given to the Board of Education of Howard County Maryland."

The phrases "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

1.4 - No acceptance and/or approval of any insurance by the Board of Education of Howard County Maryland shall be construed as relieving or excusing the Contractor, or the Surety, or his bonds, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

1.5 - The Board of Education of Howard County Maryland and its elected or appointed officials, agents and employees are to be named as an additional insured under all coverages except Workers compensation and business automobile liability, and the certificate of insurance, or the certified policy, if requested, must so state this. Coverage afforded under this paragraph shall be primary as respects the Board of Education of Howard County Maryland, its agents and employees.

1.6 - The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the Work. The Contractor assumes all risk for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from the action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted Work, until final acceptance of the Work by the Board of Education of Howard County Maryland.

1.7 - Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the contract term, the Board of Education of Howard County Maryland shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the Contractor shall be liable to the Board of Education of Howard County Maryland for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the contract at time of termination.

1.8 - Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the Board of Education of Howard County



Maryland from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the Subcontractors and any persons employed by the Subcontractor.

1.9 - Nothing contained in the specifications shall be construed as creating any contractual relationship between any Subcontractor and the Board of Education of Howard County Maryland. The Contractor shall be fully responsible to the Board of Education of Howard County Maryland for the acts and omissions of the Subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

1.10 - Precaution shall be exercised by the Contractor at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its Subcontractors during the term of the contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

1.11 - If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the Board of Education of Howard County Maryland, may be considered. Written requests for consideration of alternate coverages must be received by the Board of Education of Howard County Maryland at least ten Working days prior to the date set for receipt of bids or proposals. If the Board of Education of Howard County Maryland denies the request for alternate coverages, the specified coverages will be required to be submitted.

1.12 - All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the Board of Education of Howard County Maryland. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the Board of Education of Howard County Maryland grants specific approval for an exception.

1.13 - The Board of Education of Howard County Maryland will consider any deductible amounts as part of its review of the financial stability the Contractor. Any deductibles shall be disclosed by the Contractor, and deductible amounts are the responsibility of the Contractor.

## **2 - Contractor's Liability Insurance - "Occurrence" Basis:**

2.1 - The Contractor shall purchase the following insurance coverages:

2.1.1 - Commercial general liability with a minimum limit of \$1,000,000 per occurrence, \$1,000,000 annual aggregate including all of the following:

- i. General aggregate limit is to apply per project;
- ii. Premises/operations;
- iii. Actions of independent Contractors;
- iv. Products/completed operations to be maintained for two years after completion of the Work;
- v. Contractual liability including protection for the Contractor from claims arising out of liability assumed under this contract;
- vi. Personal injury liability including coverage for offenses related to employment;

- vii. Explosion, collapse, or underground (XCU) hazards (confirmation of underground hazard coverage must be confirmed by either certificate of insurance or in writing by Contractor's agent, broker or insurer);

2.1.2 - Business automobile liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability with a limit of \$1,000,000 per accident; uninsured motorist coverage at minimum statutory limits.

2.1.3 - Workers compensation with statutory benefits as required by Maryland law or the U. S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard other states coverage; employers' liability coverage with limits of \$100,000 per accident, \$100,000 per employee for disease, and a \$500,000 disease policy limit.

2.1.4 - Total limit requirements of 2.1.1, 2.1.2 and 2.1.3 may be met by a combination of primary and umbrella excess liability coverage.

### **3 - Commercial General or Other Required Liability Insurance - "Claims Made" Basis**

3.1 - If commercial general or other liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions:

- i. Agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors' or Subcontractors' Work under this contract, or
- ii. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

**APPENDIX D**

**PROPOSAL AFFIDAVIT**

**Student Transportation Services  
019.23.B3**

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

Bidder: \_\_\_\_\_

**CONTACT FOR INSIDE CONTRACT ADMINISTRATION**

In the event your Organization 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:

Name _____	Title _____
Address _____	Phone _____
_____	Fax _____
e-mail _____	Pager/cellular _____

**ADDENDA**

Receipt of the following Addenda is acknowledged:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**AFFIDAVIT**

**Special Instructions:** An authorized representative of the bidder shall complete the following affidavit in accordance with these bid documents and insert an answer to paragraphs 1 and 3.

Statutory Affidavit and Non-Collusion Certification

I, \_\_\_\_\_, being duly sworn, depose and state:

- I am the \_\_\_\_\_ (officer) and duly authorized representative of the organization named \_\_\_\_\_ whose address is \_\_\_\_\_ and that I possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.**
- Except as described in Paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:
  - Been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state of the federal government;
  - Been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
  - Been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;
  - Been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;
  - Been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance and Procurement Article;

(f.) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or

(g.) Been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

3. **The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to involvement in any of the conduct described in Paragraph 2 above is as follows:**

***If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body, the individuals, their position with the firm, and the sentence or disposition of the charge.***

---

(you may attach an explanation as necessary)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.
5. I affirm that this proposal or bid to the Board of Education of Howard County Maryland is genuine and not collusive or a 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 if any bidder, or to secure an advantage against the Board of Education of Howard County Maryland or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Howard County Maryland may terminate any contract awarded and take any other appropriate action.
6. I 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.

#### **CONFLICT OF INTEREST – FINANCIAL DISCLOSURE STATEMENT**

As used below, the following terms have the meaning indicated:

- A. "Financial interest" means: (1) Ownership of any interest as the result of which the owner has received, within the past three years, or is presently receiving, or in the future is entitled to receive, more than \$1000 per year; or (2) Ownership of more than three percent of a business entity, by a Board member or school system employee.
- B. "Qualified Relative" means a spouse, domestic partner, parent, child, and sibling.

Except as disclosed below, the bidder has examined its business records and states that to the best of its knowledge:

1. No Board of Education member or school system employee, or their Qualified Relative, has a Financial Interest in the company or its holding company or a subsidiary;
2. No Board of Education member or school system employee, or their Qualified Relative, is an officer, director, trustee, partner, or employee of the company or its holding company or a subsidiary; and
3. No Board of Education member or school system employee, or their Qualified Relative, is negotiating or has any arrangement concerning prospective employment with the company or its holding company or a subsidiary.

#### **DISCLOSURES:**

Attach as necessary.

**The statements contained in this affidavit shall be incorporated into the awarded contract as material provisions and shall be effective throughout the life of the contract. The firm has a continuing obligation through the life of the contract to submit a revised affidavit should the firm discover information, or events occur, which render the contents of this affidavit erroneous or incomplete or which would result in the firm providing a different response. The firm's failure to submit a revised affidavit within three (3) working days of either its awareness of any error, change of circumstances, incompleteness, etc., or request by the owner shall constitute breach of contract. Upon submission of a revised affidavit, the owner has the right to take such actions as may be**

**necessary, in the judgement of the owner, to maintain and enforce the provisions of the affidavit, including termination of the contract.**

**I DO SOLEMNLY DECLARE AND AFFIRM** under the penalties of perjury that the contents of these affidavits (Statutory and Non-Collusion) are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and the Non-Collusion Certification in compliance with requirements of the Board of Education of Howard County Maryland, and that I am executing and submitting this Form of Proposal on behalf of and as authorized by the bidder named below.

\_\_\_\_\_  
(Signature of Bidder)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title of Bidder)

SUBSCRIBED AND SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

NOTARY PUBLIC

Name \_\_\_\_\_

Seal:

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Legal Name of Company)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(E-mail address)

Contractor's License Number # \_\_\_\_\_

We are/I am licensed to do business in the State of Maryland as a:

( ) Corporation      ( ) Partnership      ( ) Individual      ( ) Other

**APPENDIX E  
STANDARD CONTRACT**

**AGREEMENT FOR PROFESSIONAL SERVICES**

AGREEMENT # 019.23.B6

THIS AGREEMENT is entered into this \_\_\_\_ Day of \_\_\_\_\_ 2022, effective as of this date, by and between the Board of Education of Howard County (hereinafter referred to as the "Board") and \_\_\_\_\_ Contractor, (hereinafter referred to as the "Contractor").

**RECITALS**

WHEREAS, the Contractor submitted a proposal to RFP #019.23.B3 issued by the Board and has been selected to perform professional services in accordance with the terms and conditions expressed in the RFP;

WHEREAS, the Board desires the Contractor to perform certain work and services, on the terms and conditions herein set forth and the Contractor is ready, willing, and able to perform such work and services as needed and assigned; and

WHEREAS, this Agreement shall be administered by the Contract Manager or such other persons designated by The Board of Education.

NOW, THEREFORE, in consideration of the promises contained herein and the promises, each to the other made, the parties hereby agree as follows:

**ARTICLE I - CATEGORY OF WORK AND SERVICES**

1. The work and services to be performed by the Contractor shall be in accordance with the following documents:

Request for Proposal No. 019.23.B3, and \_\_\_\_\_ (contractor name) proposal dated \_\_\_\_\_ date.

**ARTICLE II - TERMS AND CONDITIONS**

Contractor agrees to perform the work and services required under this Agreement in accordance with RFP #010.23.B5, whose provisions for professional services are incorporated herein by reference.

**ARTICLE III - TERM OF AGREEMENT**

The term of agreement shall begin upon award for a period of three (3) years. The contract will have the ability to be renewed for one (1) additional two (2) year period. Funding after the first fiscal year will be subject to budget authority and appropriation and performance.

**ARTICLE IV - PAYMENTS AND SCHEDULE OF PAYMENTS**

- (1) The Contractor shall receive compensation within 30 days of invoice date.
- (2) Payment shall be made in accordance with the provisions set forth in section 5.1.

**ARTICLE V - INSURANCE**

The Contractor agrees to and has complied with the insurance requirements set forth in the RFP.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above-written.

BOARD OF EDUCATION OF HOWARD COUNTY

Signature: \_\_\_\_\_ Date \_\_\_\_\_  
Vicky Cutroneo, Chair  
Board of Education of Howard County

Signature: \_\_\_\_\_ Date \_\_\_\_\_  
Michael Martirano, Ed. D.,  
Superintendent of Schools

Firms Signature: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Person at Firm

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Typed Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Telephone Fax

WITNESS: By: \_\_\_\_\_ Date \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**APPENDIX F**  
**EDUCATION ARTICLE 6-113.2 AFFIDAVIT**

**A. AUTHORITY**

I HEREBY AFFIRM THAT:

I, (print name) \_\_\_\_\_ possess the legal authority to make this Affidavit on behalf of \_\_\_\_\_ (Name of company).

**B. SCREENING APPLICANTS FOR EMPLOYMENT UNDER A HOWARD COUNTY PUBLIC SCHOOL SYSTEM (HCPSS) CONTRACT**

Effective July 1, 2019, Maryland Law requires contractors to screen all applicants for a position involving direct contact with minors as defined in Section 6-113.2 of the Education Article, Maryland Annotated Code ("statute").

Screening requires the applicant to submit to the contractor the following:

1. Contact information of:
  - The current employer
  - All former school employers; and
  - All former employers of the applicant in which the applicant was employed in a position involving direct contact with minors.
  
2. Written consent form signed by applicant to release all records relating to child sexual abuse or sexual misconduct.
  
3. A written statement of whether the applicant:
  - Has been the subject of a child sexual abuse or sexual misconduct investigation by any employer, arbitrator, county board, state licensing agency, law enforcement agency, or child protective services agency, unless the investigation resulted in any of the findings listed in Section 6-113.2(B)(3)(i)(1-5), of the statute.
  - Has ever been disciplined, discharged, non-renewed, or asked to resign from employment, or has ever resigned from, or otherwise separated from, any employment while allegations of child sexual abuse or sexual misconduct were pending or were under investigation, or due to an adjudication or findings of child sexual abuse or sexual misconduct; or
  - Has ever had a license, professional license, or certificate suspended, surrendered, or revoked while allegations of child sexual abuse or sexual misconduct were pending or under investigation, or due to an adjudication or findings of child sexual abuse or sexual misconduct.

Before hiring an applicant for a position involving direct contact with minors, the Contractor shall:

1. Review an applicant's employment history by contacting employers listed by the



- applicant and requesting dates of employment and answers to questions regarding child sexual abuse or sexual misconduct required by the statute; and
2. Request a report from the Maryland State Department of Education regarding the applicant's eligibility for employment or certification status to determine whether the applicant a) holds a valid and active certification appropriate for the position and is otherwise eligible for employment; and b) has been the subject of professional discipline related to child sexual abuse or sexual misconduct.

If the information from an applicant's employer includes an affirmative response to the child sexual abuse or sexual misconduct questions, and the Contractor wants to further consider the applicant for employment, the Contractor shall request additional information from the employer including records related to the child sexual abuse or sexual misconduct.

Contractor shall conduct the employment history review of the applicant: 1) at the time of initial hiring of the employee; or 2) before the employee is assigned to work for a school entity in a position involving direct contact with minors.

Contractor shall maintain a record of each employee's employment history review required by the statute; and provide to HCPSS access to the employee's records upon request.

Before assigning an employee to perform work for HCPSS in a position involving direct contact with minors, Contractor shall provide notice to HCPSS of any affirmative responses to the child sexual abuse or sexual misconduct questions required by the statute.

Contractor may not assign an employee to perform work for HCPSS in a position involving direct contact with minors if HCPSS objects to the assignment after receiving notice required by the statute.

Notwithstanding any other remedies available under the Contract, Contractor may be subject to disciplinary action by the Maryland State Department of Education for willful violations of the statute.

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the requirements of Section 6-113.2 of the Education Article, Annotated Code of Maryland.

Violations of any of these provisions may result in immediate termination for cause.

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

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

By: \_\_\_\_\_ (printed name of Authorized Representative and affiant)

\_\_\_\_\_ (signature of Authorized Representative and affiant)

## CHECK LIST

### Proposal Submittal

The following forms must be included within the Technical Offer.

- | yes                      | no                       |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | RFP Page 1  |
| <input type="checkbox"/> | <input type="checkbox"/> | Qualifications/Experience Affidavit (Section II)  |
| <input type="checkbox"/> | <input type="checkbox"/> | Company Profile (See 3.2, B Technical Responses)  |
| <input type="checkbox"/> | <input type="checkbox"/> | Executive Summary (See Section VI, 1, 6.1)  |
| <input type="checkbox"/> | <input type="checkbox"/> | Title Page and Table of Contents (See Section VI, 1, 6.2)   |
| <input type="checkbox"/> | <input type="checkbox"/> | Transmittal Letter (See Section VI, 1, 6.3)   |
| <input type="checkbox"/> | <input type="checkbox"/> | An original, unaltered, executed solicitation document including any addenda issued by HCPSS (See Section VI, 1, 6.4) |
| <input type="checkbox"/> | <input type="checkbox"/> | Proposed Work Plan (See Section VI, 1, 6.5)   |
| <input type="checkbox"/> | <input type="checkbox"/> | Experience and Qualifications of Proposed Staff (See Section VI, 1, 6.6)  |
| <input type="checkbox"/> | <input type="checkbox"/> | Conflict of Interest (See Section VI, 1, 6.7)   |
| <input type="checkbox"/> | <input type="checkbox"/> | Offeror's Qualifications and Capabilities (See Section VI, 2)   |
| <input type="checkbox"/> | <input type="checkbox"/> | Appendix D – Proposal Affidavit   |
| <input type="checkbox"/> | <input type="checkbox"/> | Technical & Price Proposal Format (Section VII)   |

The following forms must be included within the Price Proposal Offer.

One completed form is required to be completed for each contract service area identified in Section III of the Technical Proposal.

- |                          |                          |                                    |
|--------------------------|--------------------------|------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Attachment A – Price Proposal Form |
|--------------------------|--------------------------|------------------------------------|