

ANNE ARUNDEL COUNTY PUBLIC SCHOOLS
PURCHASING OFFICE
2644 RIVA ROAD
ANNAPOLIS, MARYLAND 21401



ANNE ARUNDEL
COUNTY PUBLIC SCHOOLS

Title: **RFP # 18SC-154 Prequalification of Coach Bus Contractors**

Issued: **April 3, 2018** Buyer: Susan B. Phillips, 410-222-5166, sbphillips@aacps.org

Proposal Due Date: Proposals are due no later than **10:00 a.m. Eastern Time on Tuesday, May 8, 2018**, in the Purchasing Office at the above address. Electronic submissions - email or fax – are NOT acceptable and will be rejected. The opening is not public.

A **pre-proposal conference** is scheduled for **10:00 a.m. Eastern Time on Friday, April 20, 2018**, in the Bid Room within the Purchasing Office.

If the AACPS Central Office Building is closed due to unforeseen circumstances, proposals shall be due on the next business day that the building is open. The originally scheduled proposal receipt time will remain the same even if the date is changed. Visit the AACPS website, www.aacps.org, for the status of building closures. *Closing of schools does not constitute closing of the Central Office Building.*

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

This Proposal must be signed by an owner, partner, or in the case of the corporation, the President, Vice President, Secretary, or other corporate officer. To be signed by any other official, a Power of Attorney or Corporate Resolution must be attached to the proposal. If the Offeror is a corporation, then it must be registered in accord with the Corporations and Associations Article of the Annotated Code of Maryland. Your signature on this page provides AACPS your acknowledgment and acceptance of the terms and conditions contained in the RFP and the execution of same during the discharge of any succeeding contract.

It shall be clearly understood that unless otherwise indicated, when this page is executed by an authorized officer of AACPS, these specifications, terms and general conditions, and price proposal shall become a legally binding Contract between the Successful Offeror and the AACPS.

Offeror Name: _____

Address: _____

Phone: _____ Fax: _____ eMail: _____

Federal ID or Social Security Number: _____ Federal Motor Carrier #: _____

MDOT MBE Certification # _____ US DOT #: _____

eMaryland Marketplace #: _____ MD Dept. of Assess. & Taxation #: _____

Offeror Signature: _____

Printed Name, Title and Date: _____

Accepted by AACPS Supervisor of Purchasing: Mary Jo Childs, Esq., CPPO, CPCM

Signature _____ Date _____

Award Limitations: _____

TABLE OF CONTENTS

Definitions	3
Section I General Information	4
General	4
No Obligation	4
Proposal Instructions	4
Rejection/Cancellation of RFP	4
Price Guarantee	4
Exceptions	4
Submittals	4
Late Proposals	5
Proposal Withdrawal	5
Cost of Preparing the Proposal	5
Cooperative Purchasing Clause	5
Protests	5
Registration	5
Competitive Sealed Proposal Process	5
Oral Presentation/Discussions	6
Anti-Bribery	6
Site Inspection	6
Taxes	6
Drug-, Alcohol- and Tobacco-Free Work Environment	7
Subcontractors	7
Sex Offender Notification and Criminal Background Checks	7
Access to Public Records Act	8
Gifts	8
eMarylandMarketplace Registration	8
Hiring of AACPS Employees	8
Checklist	9
Section II Qualifications/Experience Affidavit	10
Section III Scope of Work	12
Background	12
Scope of Services	12
Driver Qualifications	13
Motor Coach Qualifications	14
Subcontractors	14
Booking/Ordering Process	15
Contractor Requirements	16
Administrative Requirements	16
Confidentiality	16
AACPS Responsibilities	16
AACPS Contract Administrator	17
Insurance Requirements	17
Liquidated Damages	18
Section IV Evaluation Criteria	20
Section V Mandatory Terms and Conditions	21
Section VI Proposal Format	25
Format of Technical Proposal	25
Format of Price Proposal	26
Section VII Price Proposal	27
Exhibit 1 Bid/Proposal Affidavit	30
Exhibit 2 Transportation Quotation Request Form	32
Exhibit 3 Contractor Quotation Response Form	33

Definitions

ADA: Americans with Disabilities Act

CDL: Commercial Drivers' License

COMAR: Code of Maryland Regulations

COMAR DOT Physical: A State-mandated annual physical requiring compliance with the Federal DOT prescriptive physical elements.

DOT: Department of Transportation

FMCSA: Federal Motor Carrier Safety Administration

MCSR: Motor Carrier Safety Review

MDOT: Maryland Department of Transportation

MSDE: Maryland State Department of Education

MVA: Motor Vehicle Administration

Responsible: A person who has the capability in all respects to perform fully the contract requirements and the integrity and reliability that shall assure good faith performance.

Responsible Bidder: One who is capable financially and has the capacity to complete the job for which it is bidding. A responsible bidder is one who is not only financially responsible, but who is possessed of a judgment, skill, ability, capacity and integrity requisite and necessary to perform a public contract according to its terms.

Responsive Bid: A bid submitted in response to an invitation for bids that conforms in all material respects to the requirements contained in the invitation for bids.

Services: The rendering of time, effort, or work, rather than the furnishing of a specific physical product other than reports incidental to the required performance. It includes, but is not limited to, the professional, personal, and/or contractual services provided by architects, engineers, attorneys, accountants, physicians, consultants, appraisers, land surveyors, and where the service is associated with the provision of expertise or labor, or both.

Supplies: All tangible personal property, including equipment, leases of equipment, insurance, including necessarily associated services, and printing.

USDOT: United States Department of Transportation

Section I: GENERAL INFORMATION**1. GENERAL**

The Board of Education of Anne Arundel County, hereinafter referred to as Anne Arundel County Public Schools or AACPS, is soliciting competitive sealed proposals to prequalify motor coach contractors with certified personnel and equipment to provide safe, reliable and efficient transportation services to students for trips as part of educational and extracurricular programs.

AACPS intends to award a three-year contract, with three one-year renewal options.

The buyer named on the first page of the RFP 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 buyer. Offerors are responsible for monitoring the AACPS Purchasing website for any amendments to the RFP.

2. NO OBLIGATION

This Request for Proposals (RFP) implies no obligation on the part of the AACPS.

3. MINORITY AND SMALL BUSINESS ENTERPRISES

There is no MBE Subcontracting goal for this solicitation. Minority and Small Business Enterprises are encouraged to respond to this solicitation notice.

For additional information please contact AACPS's Minority and Small Business Enterprise Office, Esther Avery at 410-222-5130. The MDOT web site (www.mdot.state.md.us) is available to help locate MDOT-certified Minority Business Enterprises. The Maryland Department of General Services (DGS) website www.smallbusinessreserve.maryland.gov is available to help locate registered Small Business Enterprises.

4. PROPOSAL INSTRUCTIONS

Electronic submissions – email or fax – are not acceptable and will be rejected. Offerors are responsible for properly labeling their proposal envelope with their name, address, proposal number and due date. AACPS is not responsible for a proposal that may be inadvertently opened before the specified opening date, unless it is submitted with proper labeling.

5. REJECTION/CANCELLATION OF RFP

This RFP is subject to cancellation when determined by the Supervisor of Purchasing to be in the best interest of AACPS.

6. PRICE GUARANTEE

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

7. EXCEPTIONS

If an Offeror finds any discrepancy in the RFP or if there is any doubt as to the meaning or intent of any part of the RFP, or should an Offeror take exception to the terms and conditions stated herein, the Offeror must request clarification from AACPS not later than 7 calendar days before the proposal due date. Failure to request such clarification prior to proposal submission shall be construed as Offeror's full acceptance of the terms and conditions as stated.

8. SUBMITTALS

Offeror must submit an original, fully-executed solicitation cover sheet, completed bid/proposal affidavit, financial statement, completed Qualifications/Experience Affidavit, completed Price Proposal Work Sheet, any issued addenda, and any other additional documents requested. Submission of the signed solicitation cover sheet acknowledges all aspects of the RFP and incorporates the RFP into the contract by reference. Acceptable documents for Offeror's compliance with the mandatory Financial Statement include: Latest Balance Sheet and Income Statement as computed by an independent accounting firm; Annual Report; Dun & Bradstreet complete

Business Report; or, other financial documents as determined acceptable by the Supervisor of Purchasing. Failure to submit the required documents may cause rejection of the proposal.

9. LATE PROPOSALS

Late proposals will not be accepted unless there is a mistake on the part of an AACPS employee that causes the proposal to be late. It is the sole responsibility of the Offeror to ensure that its proposal is submitted on or before the date and time specified. Late proposals will be turned away, returned unopened, or destroyed at the Offeror's request.

10. PROPOSAL WITHDRAWAL

No proposal may be withdrawn after it is submitted to AACPS unless (1) the Offeror makes a written request to the buyer before the time set for receipt of proposals, (2) AACPS fails to award or issue a notice of intent to award, or (3) 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 AACPS Supervisor of Purchasing*.

11. COST OF PREPARING THE PROPOSAL

AACPS accepts no responsibility for any expense incurred in the proposal preparation and presentation requirements, if any. Such expense is to be borne exclusively by the Offeror.

12. COOPERATIVE PURCHASING CLAUSE

AACPS reserves the right to extend all the terms, conditions, specifications, and unit or other prices of any contract resulting from this solicitation to all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this solicitation and will also provide usage information upon request.

AACPS assumes no authority, liability, or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this solicitation. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the proposal response.

13. PROTESTS

Protest procedures are governed by the Board of Education of Anne Arundel County Regulation DEC-RA.

14. REGISTRATION

Pursuant to Section 7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in Maryland shall be registered with the State Department of Assessments and Taxation (SDAT) before doing any intrastate or foreign business in this State. Before doing any interstate business in this State, a foreign corporation shall qualify with SDAT.

15. COMPETITIVE SEALED PROPOSAL PROCESS

- ❖ Offerors must submit questions to the Buyer no less than 7 calendar days before proposals are due. *The buyer named on the first page of the RFP is the only person authorized to answer questions regarding this RFP.*
- ❖ Offerors shall submit all requirements set forth in the RFP.
- ❖ Offerors shall submit one original and 5 paper copies of their technical proposal and one original paper copy of their price proposal. The Offeror shall also submit one electronic copy of the technical and financial proposal on a flash drive or CD. Financial statements are to be included in the Technical Proposal – not the price proposal.
- ❖ The buyer will initially review each submission for responsiveness. Proposals that are determined to be not responsive or Offerors determined to be not responsible shall be rejected and timely notified.

- ❖ Responsive proposals shall be evaluated by an evaluation committee in accordance with the specifications and evaluation criteria contained herein. Technical proposals determined to be not responsive or Offerors determined to be not responsible shall have their proposal rejected and timely notified.
- ❖ The evaluation committee, after an initial review of the responses, may elect to conduct discussions to ensure a complete understanding of AACPS' requirements and Offeror's technical proposal.
- ❖ Upon completion of the evaluation, the evaluation committee shall make a recommendation to the Supervisor of Purchasing based on the evaluated score considering the evaluation criteria set forth in the RFP. Recommendation of award shall be made to firms receiving the highest evaluated total score.
- ❖ Upon the approval of the Board of Education of Anne Arundel County, award shall be made, and all unsuccessful Offerors shall be so notified and given an opportunity to be debriefed. This debriefing will provide scores and details of the committee's perceived deficiencies in the unsuccessful proposal.

16. ORAL PRESENTATION/DISCUSSIONS

Offerors may be required to make oral presentations to, and/or participate in discussions with, AACPS representatives. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made during discussions. Any such written clarifications or changes then become part of the Offeror's Proposal and are binding if a Contract is awarded. The Purchasing Office will notify Offerors of the time and place of oral presentations/discussions. For scheduling purposes, Offerors may expect this meeting to take place approximately 3-4 weeks after proposal due date.

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

17. ANTI-BRIBERY

The Offeror warrants that neither it nor any of its officers, directors, partners, or any of its employees who are directly involved in obtaining or performing contracts with any public body have been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

18. SITE INSPECTION (if applicable)

Offeror is responsible for examining all locations and surroundings in which the service is to be performed, thoroughly acquainting themselves with the details of the work and all conditions and obstacles, if any, which may be encountered in the performance and completion of the work. If any provision of these specifications is found by Offeror to be inconsistent with or contrary to any existing rule, regulation, law or ordinance, the Offeror shall report such to the Supervisor of Purchasing.

19. TAXES

The AACPS is exempt from Federal Excise taxes [52-73-0144K] and State and local Sales or Use taxes [3000110-2]. Offerors shall not include these taxes in their price proposal. Exemption certificates will be provided upon request.

20. DRUG-, ALCOHOL-, AND TOBACCO-FREE WORK ENVIRONMENT

The use of Drug, Alcohol, and Tobacco products is not permitted on school property. AACPS Board Policy GAC-RA Drug-, Alcohol-, and Tobacco-Free Work Environments, and Code of Maryland Regulations (COMAR) 13A.02.04, Tobacco-Free School Environment, require AACPS to maintain drug-, alcohol-, and tobacco-free work environments. Failure to comply with this clause is considered a material breach of contract that may result in termination.

21. IRREGULARITIES

AACPS reserves the right to waive any minor mistakes in the solicitation or proposal. AACPS 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.

22. SUBCONTRACTORS

AACPS will enter into an agreement with the selected Offeror only. The selected Offeror shall be responsible for all products and services required by this RFP. Subcontractors, if any, shall be identified and a complete description of their role relative to this RFP shall be included in the proposal submission.

23. SEX OFFENDER NOTIFICATION AND CRIMINAL BACKGROUND CHECKS**A. Registered Sex Offender**

Maryland Law requires sex offenders to register with the local law enforcement agency in the county in which they will reside, work, or attend school. See *Criminal Procedure Article, §11-707, Annotated Code of Maryland*.

An AACPS contractor may not knowingly employ an individual to work at a school if the individual is a registrant. A contractor violating this Law is guilty of a misdemeanor and may be subject to imprisonment not exceeding five years or a fine not exceeding \$5,000, or both. See *Section 11-722 of the Criminal Procedure Article, Annotated Code of Maryland*.

B. Other Crimes

An AACPS contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of:

- Section 3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*;
- Section 3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*;
- An offense under the laws of another state that would constitute a violation of Sections 3-307 or 3-308 of the Criminal Law Article if committed in Maryland;
- Child sexual abuse under Section 3-602 of the Criminal Law Article, Annotated Code of Maryland;
- An offense under the laws of another state that would constitute child sexual abuse under Section 3-602 of the Criminal Law Article if committed in Maryland;
- A crime of violence as defined in Section 14-101 of the Criminal Law Article, Annotated Code of Maryland; or
- An offense under the laws of another state that would constitute a crime of violence under Section 14-101 of the Criminal Law Article if committed in Maryland.

See *Education Article, §6-113, Annotated Code of Maryland*

C. AACPS contractors shall ensure compliance with the requirements in Sections A and B above for their workforce. Workforce means all the contractor's direct employees, subcontractors, and independent contractors.

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

E. Contractor workforce requiring access to any of the AACPS schools located on the secure portion of Fort Meade will require additional background checks conducted by the Installation.

24. ACCESS TO PUBLIC RECORDS ACT

Offeror should identify those portions of its proposal that it considers confidential, proprietary commercial information, or trade secrets, and provide, upon request, justification why such materials, if requested, should not be disclosed by the AACPS under the Maryland Public Information Act. Offerors are advised that, upon request for this information from a third party, the Supervisor of Purchasing will be required to make an independent determination whether the information may be disclosed.

25. GIFTS

In accordance with Board Policy BAF, offerors 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.

26. eMarylandMarketplace REGISTRATION

Contractors are required to register with eMaryland Marketplace <https://emaryland.buyspeed.com/bsc> within five days following notice of award. Maryland Law requires local and State agencies to post award notices on eMarylandMarketplace. Award notices cannot be posted unless the contractor registers in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default.

AACPS recommends that all interested offerors register with eMarylandMarketplace regardless of the outcome of this RFP because it is a valuable resource for bid notification for school districts, and State, county, and municipal agencies throughout Maryland.

27. HIRING OF AACPS EMPLOYEES

Offerors are advised that Board of Education of Anne Arundel County Policy BAF provides in part that an AACPS employee may not own or have a financial interest in an entity that has negotiated or entered into a contract with the school system or Board.

The Board Policy can be found in its entirety at <http://aapsschools.org/boardpolicies/wp-content/uploads/bsk-pdf-manager/2016/08/BAF-Ethics-and-Conflict-of-Interest.pdf>.

Remainder of this page intentionally blank.

CHECKLIST

Failure to provide required documents may be cause for rejection of your proposal.

____ TECHNICAL PROPOSAL

One original and 5 copies of the Technical Proposal which includes:

- Response to Technical Proposal Section
- Original, unaltered, executed solicitation cover sheet and any issued addenda
- Bid/Proposal Affidavit
- Qualification/Experience Affidavit
- Financial Statement

____ PRICE PROPOSAL

- **One original and one copy** of the Price Proposal Work Sheet

____ ELECTRONIC COPY

- One electronic copy of the Technical Proposal and Price Proposal provided on a flash drive or CD

NOTE: Offerors shall provide the Technical Proposal and Price Proposal, and their respective electronic copy, under separate sealed cover and appropriately marked as follows:

Technical Proposal

Solicitation Reference No.

Company Name

Due Date:

This Package contains a **Technical Proposal**.

AND

Price Proposal

Solicitation Reference No.

Company Name

Due Date:

This Package contains a **Price Proposal**.

Section II: Qualifications/Experience Affidavit

Name of Offeror _____

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

Offeror shall have at least five years' experience in providing work similar **in scope and complexity** to those described herein. The most recent experience must be within the past 12 months.

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.

1a. Under a different legal name? _____ Years of relevant experience.

AACPS may consider relevant individual experience of key personnel when assessing the responsibility of the Offeror.

2. List at least three contracts/references similar in scope and complexity 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).

A. Project: _____
Beginning and End Date of Contract: _____
Address: _____
School District or Organization: _____
Contact Person: _____
Phone Number and Email: _____

B. Project: _____
Beginning and End Date of Contract: _____
Address: _____
School District or Organization: _____
Contact Person: _____
Phone Number and Email: _____

C. Project: _____
Beginning and End Date of Contract: _____
Address: _____
School District or Organization: _____
Contact Person: _____
Phone Number and Email: _____

3. How many people does your company presently employ on a:

A. Full Time basis? _____

B. Part Time basis? _____

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

5. Describe your company's fleet inventory plan – will your company be expanding its inventory or downsizing inventory over the term of the contract?
6. Describe your accommodations for physically disabled students.
7. Describe your company's process for handling roadside emergency situations (breakdowns, accidents).
8. Has your organization performed any contract, not included in #2 above, for any unit of the State of Maryland or Anne Arundel County Government over the last five years? (Please list names, addresses, dates and the government employee responsible for accepting the work).
9. 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.
10. Has your company ever been suspended or debarred bidding on contracts by the Board of Public Works, or any other local, state or federal organization for any reason? Explain.
11. 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 _____ 2018.

Name of Organization: _____

By: _____
(Signature)

(Print Name)

Title: _____

Section III: SCOPE OF WORK**1. BACKGROUND**

1.1 On behalf of the Board of Education of Anne Arundel County, Maryland, Anne Arundel County Public Schools (AACPS) is soliciting Proposals to prequalify motor coach contractors with certified personnel and equipment to provide safe, reliable and efficient transportation services to students for trips as part of educational and extracurricular programs.

1.2 AACPS is the 51st largest school system in the United States, the 5th largest in the state of Maryland, and presently includes 126 schools. It is projected that AACPS will serve more than 81,000 students during the 2017–2018 school year.

1.3 AACPS schools may utilize contracted coach bus carriers to transport students for field trips and other school-sponsored activities to destinations that are within Anne Arundel County, outside Anne Arundel County but within the state of Maryland, or out-of-state, including overnight trips. AACPS contracts with outside bus contractors to provide transportation for extracurricular, sports and other kinds of trips for schools. As well, most of these buses transport students between home and school each morning and afternoon on school days, and therefore are only available during limited windows of availability between and after their normal runs. Schools requiring trips during the busy times for AACPS school buses, or that want more comfortable, restroom-equipped coaches for longer distances or other reasons, look to private bus companies to provide such services.

2. SCOPE OF SERVICES

2.1 This RFP is to prequalify motor coach contractors to provide student transportation for trips. Prices submitted will establish fixed pricing from which prequalified contractors will quote costs to individual AACPS schools and offices for specific trips.

2.2 The requirements listed are to aid contractors and acquaint them with what is required to execute the work on this contract. Contractor shall furnish all materials, supervision, labor, equipment and other facilities as necessary, and properly provide services in accordance with the specifications in this RFP.

2.3 Contractor shall maintain a permanent place of business, maintain all appropriate and applicable licenses, and comply with all federal, state and local laws and ordinances necessary to perform this work.

2.4 Contractors shall complete a Motor Carrier Safety Review (MCSR), at their sole expense, to be performed by Consolidated Safety Services (CSS) or another comparable organization approved by AACPS. Based on the results of the MCSR, CSS will assign an overall Pass/Fail Rating, using a five-tiered methodology determined by violations and other issues, and submit the final report indicating Pass (1, 2, or 3), or Fail (4 or 5) ratings. A contractor must have a "pass" rating to be approved by AACPS to provide transportation services. To maintain its approved status as an AACPS-prequalified contractor, the contractor agrees to permit a re-inspection by CSS once every two years or as required by AACPS.

Contractor may contact CSS at the address below for certification details.

Consolidated Safety Services
Contract Administration
10301 Democracy Lane, Ste. 300
Fairfax, VA 22030
Phone: 540-533-1450
Contact: CJ McAllister, CMcAllister@css-inc.com

At all times during the term of this contract, the contractor and their motor coach operators shall be registered, qualified, and in compliance with all regulations of all applicable governmental agencies, including either the Federal Motor Carrier Safety Agency (FMCSA) for motor coach operators or the

appropriate state agency governing motor coach operator safety in the state in which the contractor operates for intrastate carriers

2.5 Contractors are required to report to AACPS any conditions or driving violations that could result in failing the CSS MCSR, within five days of when the violation occurred or when the contractor became aware of the violation, whichever is earlier.

2.6 Contractors must provide their Federal Motor Carrier number that represents the interstate operating authority issued by the FMCSA.

2.7 Contractors must provide their U.S. Department of Transportation (USDOT) number.

2.8 Contractors must provide evidence that they have a driver drug/alcohol testing program that complies with FMCSA regulations.

2.9 Contractors must provide accessible motor coach service to passengers with disabilities when provided with 48-hour notice of the need for accessible service. With the 48-hour notice, the contractor must provide accessible service to include a motor coach equipped with a wheelchair lift for passengers who are unable to board the motor coach without the use of a wheelchair. The motor coach must also be equipped with a specific location and equipment for securing the wheelchair.

2.10 Contractor must comply with the FMCSA regulations on periodic safety inspections of all motor coaches in their fleet and must systematically inspect, repair, and maintain all buses subject to their control per the FMCSA and any applicable state regulations.

2.11 Contractor shall not use vans for transporting any students.

2.12 Contractor must comply with the Americans with Disabilities Act (ADA).

3. DRIVER QUALIFICATIONS

3.1 The Contractor shall provide only experienced, qualified, courteous, and properly licensed drivers in the performance of their obligations under this contract. The drivers shall carry out their duties within reasonable standards of decorum. Upon the request of AACPS, Contractor shall promptly provide the drivers' licensing information and driving records.

3.2 The Contractor shall meet all CSS driver requirements and shall have on file, and available for audit, documents that verify that all personnel involved in the performance of the contracted services have been certified through a background-check process that includes fingerprinting, background investigation, and drug-free testing.

3.3 Contractors are prohibited from assigning registered sex offenders and individuals convicted of sexual offenses, child sexual abuse, and other crimes of violence as a driver for an AACPS trip or performing any other function that would place them in proximity to AACPS students.

3.4 Bus drivers shall meet all licensing requirements of Maryland and/or any other applicable state's Motor Vehicle Administration.

3.5 Drivers shall observe the highest possible standards of safe driving always and strictly comply with the rules of the road and all provisions of the Motor Vehicle Administration of Maryland and/or any other applicable state in which they operate.

3.6 The Contractor and its bus drivers shall take every precaution to ensure the safety of passengers. The use of tobacco by any person while performing their bus duties is absolutely prohibited. The use of intoxicants, narcotics, or any other controlled substance by any person while driving a motor coach or during a reasonable period before driving a motor coach is absolutely prohibited. The presence of any

intoxicants, narcotics, or any other controlled substance, in or upon a motor coach, is absolutely prohibited. The Contractor shall prohibit any employee found in violation from performing services under its agreement with AACPS. In the case of a violation by a Contractor, such violation shall be cause for termination of the contractor's agreement with AACPS.

3.7 All drivers must meet all federal and state Commercial Driver's License (CDL) requirements.

3.8 Contractors must comply with the FMCSA driving limitations as established by federal regulations. All drivers shall comply with applicable hours of service requirements.

3.9 All drivers must abide by all policies and procedures established by AACPS.

4. MOTOR COACH QUALIFICATIONS

4.1 All motor coaches provided by the Contractor for transportation services will comply with all USDOT, MVA, COMAR, and AACPS requirements.

4.2 Contractor shall maintain all motor coaches in a clean, safe and acceptable condition. AACPS reserves the right to make periodic inspections of buses.

4.2 Motor coaches must be equipped with passenger seat belts.

4.3 Motor coaches must be designated and operated as non-smoking motor coaches.

4.4 Motor coaches shall be equipped with two-way radios, cellular telephones, or like equipment that will enable communication between AACPS and the vehicle driver and/or the company's home base.

4.5 Motor coaches shall have overhead storage space and standard cargo/luggage compartments under the bus.

4.6 Motor coaches must be equipped with a GPS Tracking System.

4.7 Motor coaches shall be equipped with operable equipment and amenities, including reclining seats, heating, air conditioning, public address system, TV monitor and/or electronic video players with viewable screens from each seat, WIFI capabilities and must be in excellent working condition. Bus lavatory facilities must be completely functioning and clean.

4.8 Motor coaches provided by the Contractor shall be less than 10 years old. Proof of age must be provided upon request.

4.9 Motor coaches unoccupied by driver must be kept locked to protect personal property.

5. SUBCONTRACTORS

5.1 Contractor shall not assign its contract with AACPS, or any part of it, without the written consent of both the AACPS Director of Transportation and the AACPS Supervisor of Purchasing or their designees, and any such substitutes must submit and maintain certification from CSS.

5.2 If a subcontractor is approved by the AACPS officials, the primary contractor shall be fully responsible to AACPS for any acts and omissions of their subcontractors and of persons directly or indirectly employed by them.

5.3 Nothing contained in these contract documents shall create any contractual relation between any subcontractor and AACPS.

5.4 If a lift bus is required, the Contractor may subcontract a lift bus from an approved AACPS contractor.

5.5 In the event of an emergency that occurs during a trip, such as an accident or breakdown, the Contractor is expected to have immediate access to a substitute bus and/or substitute driver. The Contractor must notify the trip coordinator and report resolution of the emergency to safely transport AACPS students to the destination. The substitute coach bus and driver must meet the same criteria as originally required in RFP. Any contractor substitutions required due to an emergency beyond one (1) day shall require written approval by the Director of Transportation or their designee.

6. BOOKING/ORDERING PROCESS

6.1 AACPS schools and/or departments will request a bus trip quote using the Transportation Quotation Request Form (Exhibit 2). AACPS schools and departments may obtain a minimum of 3 transportation quotes from all awarded contractors.

6.2 Contractor shall provide the requested quote within 2 business days using the Contractor Quotation Response Form (Exhibit 3). Contractor shall include itemized pricing to demonstrate that their quote is consistent with the pricing set forth in the contractor's price proposal.

6.3 There shall be no minimum fees or surcharges of any kind allowed.

6.4 To maintain qualification status, the Contractor shall respond to every request for quote. If the Contractor is unable to provide a quote, they must submit a "no quote" response and include a reason. Contractors that do not respond to requests for quotes on more than two occasions may be subject to termination or non-renewal.

6.5 Schools and/or departments may cancel motor coach trips at no charge or penalty if the contractor is notified 10 business days in advance of the trip.

6.6 Contractor shall arrive and depart from the AACPS designated pick-up location. At the beginning of the trip, the contractor shall provide the bus driver's cell phone number to the trip coordinator as well as an additional 24-hour emergency contact phone number.

6.7 The bus must remain with the AACPS trip group if requested. If not, the AACPS trip coordinator will identify a specific drop-off and pick-up time from the venue.

6.8 The trip itinerary and pick-up and drop-off times will be trip specific.

6.9 Contractor agrees to provide reliable and safe motor coach transportation and related services to AACPS consistent with all the details provided in the Transportation Quotation Request Form. The motor coach operators provided by the contractor to AACPS shall be of such size and equipped with such options, features, and facilities as set forth in the Transportation Quotation Request Form.

6.10 The parties acknowledge that the above process may involve the exchange of automatically generated forms that may contain terms inconsistent with the parties' intentions. Notwithstanding the order of the exchange of any of the above-referenced documents, it is the intention of the parties and the parties agree that in the event the Transportation Quotation Request Form contains any terms or conditions that conflict, the language related to terms and conditions as found in the agreed upon contract with AACPS shall take precedence:

- i. The Transportation Quotation Request Form and the Contractor Quotation Response Form may not introduce any new term or condition to the agreement between the parties.
- ii. Notwithstanding item (i) above, if more than one document specifies a standard of care or performance from the Contractor, whichever document requires a higher standard of care or performance from the contractor shall control.

7. CONTRACTOR REQUIREMENTS

7.1 Contractor shall investigate any employee's performance issues or concerns and take appropriate action upon the request of AACPS.

7.2 Contractor shall report to AACPS any conditions or driving violations that could result in failing the CSS MCSR, within five days of when the violation occurred or when the Contractor became aware of the violation, whichever is earlier.

8. ADMINISTRATIVE REQUIREMENTS

8.1 Contractor shall forward an invoice to the requesting school or department within 30 days of the date the services were performed.

8.2 Contractor shall submit a monthly and an end-of-year report to the contract administrator to include, at a minimum, a summary of service provision and outcomes.

8.3 Contractors shall submit a copy of its renewed Motor Carrier Safety Review (MCSR) prior to the expiration date of its current certificate.

9. CONFIDENTIALITY:

Contractor shall ensure the complete confidentiality of all information provided by AACPS and/or gathered and developed by Contractor in the performance of this Contract. The material gathered, used and developed shall not be provided to any other party without the written approval of the Supervisor of Purchasing.

10. AACPS RESPONSIBILITIES

10.1 AACPS will provide general oversight and guidance related to services provided under the terms of this contract.

10.2 AACPS will provide access to applicable AACPS Locations, Monday through Friday 8:00 A.M. to 4:00 P.M., all days AACPS is open for business. Vendors are welcome to visit our website at www.aacps.org for school holidays and other school closings.

11. INSPECTION OF SERVICES

The Contractor shall provide and maintain an inspection system acceptable to the AACPS covering the supplies/services under this solicitation/contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the AACPS during contract performance and for as long afterwards as the contract requires.

The AACPS has the right to observe and evaluate all services in accordance with the contract, to the extent practicable at any time and place during the term of the contract. The AACPS shall perform inspections and tests in a manner that will not unduly delay or interrupt the work.

(1) No inspector other than the Supervisor of Purchasing may change any provision of the specifications or the contract without written authorization. The presence or absence of an inspector does not relieve the Contractor or Subcontractor from any requirements of the contract.

(2) Location. When an inspection is made in the plant or place of business of a Contractor or Subcontractor, the Contractor or Subcontractor shall provide, without charge, all reasonable facilities and assistance for the safety and convenience of the person or persons performing the inspection or testing.

(3) Time. Inspection or testing of supplies and services performed at the plant or place of business of any Contractor or Subcontractor shall be performed at reasonable times.

If any of the materials/services do not conform to solicitation/contract requirements, AACPS may require the Contractor to perform the services again in conformity with contract requirements. AACPS may:

- (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
- (2) Reduce the contract price to reflect the reduced value of the services performed.

If the Contractor fails to cure any defect or ensure future performance in conformity with contract requirements, AACPS may:

- (1) By contract or otherwise acquire the supplies/services and charge to the Contractor any cost incurred by the AACPS that is directly related to the acquisition of such material/service; and/or
- (2) Terminate the contract for default.

12. AACPS CONTRACT ADMINISTRATOR

Anne Arundel County Public Schools
Attention: Supervisor of Transportation
410-222-2910

Note: The Buyer listed on page 1 is the sole point of contact for this RFP prior to award.

13. FORT GEORGE G. MEADE

Heightened Security has gone into effect at Fort Meade. The AACPS located at Fort Meade are:

- | | |
|--|--|
| <ol style="list-style-type: none">1. Manor View
2900 MacArthur Road
Fort Meade, MD 20755
410-222-65042. Pershing Hill
7600 29th Division Road
Fort Meade, MD 20755
410-222-6519 | <ol style="list-style-type: none">3. West Meade
7722 Ray Street
Fort Meade, MD 20755
410-222-65454. MacArthur Middle
3500 Rockenbach Road
Fort Meade, MD 20755
410-674-0032 |
|--|--|

All visitors to the Fort Meade Installation, including contractors, must submit to a background check to gain access to the Installation. NO EXCEPTIONS. All contractors conducting legitimate business on behalf of AACPS must obtain access credentials through the Installation's Visitor Control Center at

Visitor Control Center
902 Reece Road
7:30 a.m. to 3:30 p.m., Monday through Friday
(301) 677-1064 or (301) 677-1065

The contractor, not AACPS, is responsible for ensuring their employees, subcontractors, and agents have the necessary credentials to access the Installation.

Note: Meade High School and Meade Middle School are separate from the secure portion of the Installation and may be accessed without a Visitors Pass.

14. INSURANCE REQUIREMENTS

Unless otherwise required in these specifications, or elsewhere, if a Contract is awarded the Contractor shall be required to purchase and maintain during the life of the Contract, Commercial General Liability, Business Auto Liability, and Workers' Compensation Insurance with limits of not less than those set forth below. The Contractor shall require similar coverage from any of its subcontractors.

Commercial General Liability

At least \$1,000,000 combined single limit coverage written on an occurrence basis covering all premises and operations and including Personal and Advertising Injury, Independent Contractor, Contractual Liability and Products and Completed Operations. On all Commercial General Liability Insurance policies, the Board of Education of Anne Arundel County (the BOARD) AKA Anne Arundel County Public Schools (AACPS) and all AACPS parties, administrators, executives, employees and volunteers shall be named as additional insureds, which shall be shown on the insurance certificates furnished to AACPS under this Section.

Business Auto Liability Insurance

At least \$5,000,000 Combined Single Limit any one accident to include owned, non-owned, and hired vehicles used in the performance of the contract. If Umbrella Excess Liability or Excess Liability insurance is purchased to satisfy the limit requirement, this insurance shall follow form with the coverage provisions required for the underlying business auto liability insurance and any certificate of insurance submitted shall confirm business auto liability is underlying insurance.

Workers' Compensation Insurance

Statutory benefits as required by Maryland law and/or, when required, the U.S. Longshore and Harbor Workers' Compensation Act including standard Other States Insurance and Employers' Liability coverage with limits of at least \$500,000 each accident/\$500,000 each employee disease/\$500,000 disease policy limit.

The Contractor shall provide AACPS with a Certificate of Insurance evidencing the required coverage within 10 days of the notice of award. If the Contractor receives an insurer's non-renewal or cancellation notice while under contract, the Contractor shall fax a copy to the Supervisor of Purchasing at (410) 222-5624 within 2 business days of its receipt. The Contractor, if requested by AACPS, shall provide certified true copies of any, or all, insurance policies.

Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in any resulting Contract or for which the Contractor may be liable by law or otherwise.

Failure to provide and continue in force such insurance as required herein shall be deemed a material breach of any resulting Contract and shall operate as an immediate termination thereof.

Waiver of Subrogation

To the fullest extent permitted by law, the Contractor and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Anne Arundel County (the Board) for any and all claims, liability, loss, damage, costs or expense (including attorney's fees) arising out of the services provided by Contractor under this Contract. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, consultants, agents and employees. The Contractor shall advise its insurers of the forgoing.

15. LIQUIDATED DAMAGES

The contractor acknowledges and agrees that AACPS has obligations and will incur expenses with respect to the activities for which it requires the bus or motor coach transportation and other services from the contractor and that AACPS will suffer damages as a result of the contractor not meeting its obligations with respect to non-safety quality and capacity considerations specified in this contract and the Transportation Request, which damages are difficult to calculate. Consequently, if AACPS elects to receive the services notwithstanding the contractor not meeting any requirement set forth in the Transportation Request, then as a liquidated damage and the contractor's sole and exclusive remedy for any such damage resulting from a breach of any non-safety related obligations of the contractor identified below, and without addressing or limiting the applicability of the indemnification provisions set forth in Article 33 of the AACPS General

Contracting Articles or the remedies AACPS may have for damages resulting from a breach of this contract unrelated to the items listed below or in the event AACPS cancels its trip because of such breach, the contractor agrees that AACPS may withhold from its payment (or contractor shall refund if there was a prepayment) the percentage specified of the total amount AACPS agreed to pay the contractor for the applicable services under the relevant Completed Purchase.

Liquidated Damage Topics and Percentage

Issue	Percentage of Total Trip Price per Motor Coach as Liquidated Damages
Unsanitary Bus arrival (includes restroom)	5%
Bus missing DVD player/Wi-Fi (per bus)	5%
Bus restroom not operational (per bus)	50%
Bus missing disability requirements (per bus)	50%
Bus under size (per bus)	50%
Mechanical breakdown not corrected within 90 minutes (per bus)	50%
Substitution of equipment or subcontractor without permission (per bus)	50%

The remainder of this page intentionally blank.

Section IV: EVALUATION CRITERIA

The evaluation criteria are set forth in the order of importance and are intended to be the basis by which each Technical Offer and interview shall be evaluated, measured and ranked. AACPS reserves the right to evaluate, at AACPS's sole discretion, the extent to which each Offer received compares to the said criteria and to other technical offers. The recommendation of the evaluation committee is based on the evaluations using the following criteria. Technical Criteria shall be weighted at 100% of the total score.

CRITERIA	WEIGHT	SCORE	TOTAL
Offeror Qualifications and Capabilities			
Offeror Technical Response			
Experience and Qualifications of Proposed Staff			
References			
TOTAL	100		

AACPS may request additional information about or clarification of proposals.

Offerors are advised that in the event of receipt of an adequate number of proposals which require no clarification and/or supplementary information, such proposals may be evaluated without further discussions. Therefore, initial proposals should be submitted on the most complete and favorable terms and conditions. Should proposals submitted require additional clarification and/or supplementary information, such clarification/ information shall be submitted in a timely manner.

In determining the qualifications of an Offeror, AACPS will consider the Offeror's record and performance of any prior contracts with AACPS, federal departments or agencies, or other public bodies, including but not limited to the Offeror's record providing contracted bus services to AACPS, other schools, or school districts. AACPS reserves the right to reject the proposal of any Offeror if the investigation discloses that the Offeror, in AACPS' opinion, has not properly performed such prior contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractors or employees.

AACPS reserves the right to short list the number of Offerors that are considered in the interview stage and/or solicit best and final offers only from a short list of Offerors receiving the highest evaluated scores.

AACPS reserves the right to negotiate or modify any element of the proposal to ensure that the best possible arrangements for achieving the stated purpose are obtained.

AACPS reserves the right to select the response to this RFP that it believes will best serve its business and operational requirements.

Section V: MANDATORY TERMS AND CONDITIONS

The following are mandatory terms and conditions to be included in all contracts

1. LEGAL COMPLIANCE

Contractor shall comply in all respect with Federal, State (including Maryland Motor Vehicle laws) and Local Regulations, including laws regarding eligibility to work in the United States. The provisions of this Contract shall be governed by the laws of Maryland. Any disputes, legal cases or other controversies shall be pursued in Maryland Courts consistent with and subject to Maryland State Law.

Contractor shall comply with all applicable laws and regulations relating to the employment of aliens. Such failure shall constitute a material breach of contract. It is a mandatory requirement of this contract that employees of contractor and contractor's subcontractors are screened through the Federal Government's E-Verify system, found at www.dhs.gov/E-Verify . This is a "no fee" service.

2. MINORITY AND SMALL BUSINESS ENTERPRISES

There is no Minority or Small Business Enterprise subcontract participation goal established for this contract. However, minority and small businesses as well as veteran-owned businesses are encouraged to respond to this solicitation.

For additional information, please contact AACPS's Minority and Small Business Enterprise Office, Esther A. Leslie Avery at 410-222-5130 or Lilliette Rivera at 410-222-5131.

3. RETENTION OF RECORDS

The Contractor shall retain and maintain all records and documents relating to this contract for five years after final payment by the AACPS hereunder or any applicable statute of limitation, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the AACPS, including the Supervisor of Purchasing, or designee.

4. OCCUPATIONAL SAFETY AND HEALTH ACT

All materials, supplies, equipment, or services supplied under this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

5. HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA SHEET (if applicable)**6. TERMINATION****6.1 TERMINATION FOR DEFAULT**

Should a Contractor fail to perform fully, faithfully and promptly any obligation owed to AACPS under this contract, AACPS may, at its election, consider the breach material and, notwithstanding any requirement of notice, terminate the contract in its entirety. Failure on the part of the Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Contractor is not entitled to recover any cost incurred by the Contractor up to the date of termination. Such termination, or failure to terminate, by AACPS shall not be construed as a waiver of any other right or remedy afforded by law or by agreement between the parties which AACPS may have against Contractor. No failure of AACPS to utilize a remedy afforded by law or contract upon any breach by Contractor shall be construed as a waiver of the right to insist upon full, prompt and faithful performance of the particular obligation, and all other obligations of Contractor in the future.

6.2 TERMINATION FOR CONVENIENCE

The performance of work under this contract may be terminated by AACPS in accordance with this clause in whole, or from time to time in part, whenever AACPS shall determine that such termination is in the best interest of AACPS. AACPS shall pay all reasonable costs associated with the contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the

contract; provided, however, that the Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

6.3 NONAVAILABILITY OF FUNDING

If the County Council fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this contract succeeding the first fiscal period, this contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this shall not affect either AACPS's rights or the Contractor's rights under any termination clause in this contract. The effect of termination of the contract hereunder shall be to discharge both the Contractor and AACPS from future performance of the contract, but not from their rights and obligations existing at the time of termination.

7. ASSIGNMENT

The assignment of this contract to successors, associated companies or any other parties by the Contractor for any reason, without the expressed written approval of AACPS, is specifically prohibited.

8. PAYMENT

Subject to the performance of the work and its acceptance by the AACPS, contractor shall forward a monthly invoice to the requesting school or department no later than the 15th of the month following the month in which services were performed. All such charges shall be derived in accordance with the prices proposed on the Price Proposal Work sheet. If contractor is not in default of any of the contract terms and conditions, then AACPS shall cause approved invoice to be timely paid.

Contractor agrees to include on the face of all invoices billed to the AACPS, its Taxpayer Identification Number, which is the Social Security Number for individuals and sole proprietors and the Federal Employer Identification Number for all other types of organizations, and the purchasing document number; such as the purchase order.

When appropriate, AACPS reserves the right to use the AACPS procurement card for the payment of supplies or services listed in the Contract in lieu of issuing a purchase order. No procurement card transaction shall take place without the written authorization of the cardholder indicating the order for the supplies or services. The limits set on the procurement card shall not be exceeded nor shall the order be split to fall within those limits. The Contractor shall receive orders by phone, facsimile, or other forms of notification from the AACPS procurement card holder. The Contractor may process a payment in the credit card network ONLY upon shipment of supplies or performance of the services ordered by the cardholder. For partial shipments or performance, the Contractor may process a payment ONLY for the amount shipped or completed and NOT for the entire amount ordered by the cardholder. Upon shipment or completion of the remaining order, the Contractor may process a payment request to the credit card network for the remainder of the order. ***The Contractor shall not charge AACPS for any fees related to the use of the procurement card.***

9. INDEMNIFICATION OF THE ANNE ARUNDEL COUNTY PUBLIC SCHOOLS

To the fullest extent permitted by law the Contractor shall indemnify and save harmless the AACPS Parties, including its Board of Education, administrators, executives, employees, and volunteers, against and from all suits, actions, claims, demands, damages, losses, expenses and/or costs of every kind and description to which the AACPS may be subjected or put, including but not exclusively so, by reason of injury (including death) to persons or damage to property, in any way resulting from Contractor's performance of the work specified herein or performed under this contract, or any part thereof, or by or on account of any act or omission of the Contractor, its agents or employees, whether such suits, actions, claims, demands, damages, losses, expenses and/or costs be against, suffered or sustained by the AACPS Parties, including its Board of Education, administrators, executives, employees, and volunteers, or be against, suffered or sustained by other corporations and persons to whom the AACPS Parties, including its Board of Education, administrators, executives, employees, and volunteers, may become liable therefore, except that Contractor shall not indemnify and save harmless the AACPS Parties, including its Board of Education, administrators, executives, employees, and volunteers, against and from all suits, actions, claims, demands, damages, losses, expenses and/or costs arising from or due to the negligence of the AACPS Parties, including its Board of Education, administrators, executives, employees, and volunteers. The whole, or so much of the moneys due, or to become due the Contractor under the contract, as

may be considered necessary by the Supervisor of Purchasing, may be retained by the AACPS until such suits or claims for damages shall have been settled, or otherwise disposed of, and satisfactory evidence to that effect furnished to the Supervisor of Purchasing.

10. AGENT CERTIFICATION

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor, architect, or engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity other than a bona fide employee, bona fide salesperson, or commercial selling agency, any fee or other consideration contingent on the making of any agreement resulting from this solicitation.

11. INTELLECTUAL PROPERTY

Contractor agrees to indemnify and save harmless AACPS, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of the purchase of materials, supplies, equipment or services covered by this contract. Further, Contractor shall not share, exchange, or release AACPS's data to any other party without the express written consent from the Superintendent or his/her designee of AACPS.

12. CODE OF ETHICS

This solicitation is governed by the Board of Education of Anne Arundel County Vendor Relations Policy DEC and Vendor Relations Administrative Regulation DEC-RA. Also, in accordance with the Board's Ethics and Conflict of Interest Policy BAF, if an AACPS employee has a financial interest in a company, that company may not submit a bid for an AACPS contract.

13. NON-HIRING OF EMPLOYEES

No employee of the AACPS or any department, commission, agency or branch thereof whose duties as such employee include matters relating to or affecting the subject matter of this contract shall, while being employed, become or be employee of the party or parties hereby contracting with the AACPS or any department, or branch thereof.

14. DISPUTES

This contract shall be subject to the provision of the Board of Education of Anne Arundel County Regulation DEC-RA. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the Supervisor of Purchasing's decision.

15. REGULATIONS

The regulations set forth by the Board of Education of Anne Arundel County in effect on the date of execution of this Contract are applicable to this Contract.

16. SEVERABILITY

Should any clause or paragraph found herein be considered by court action to be illegal, invalid, inoperative or unenforceable, it shall be modified or removed accordingly. However, the modification or removal of a clause or paragraph shall not serve to nullify the Contract. All other clauses and paragraphs shall remain enforceable as written.

17. WAIVER

No provision of these Contract Documents shall be deemed to have been waived unless such waiver is in writing. Any waiver shall extend to the particular case only and only in the manner specified, and shall not be construed in any way to be a waiver of any further or other rights in the same or different circumstances.

18. NON-DISCRIMINATION CLAUSE

AACPS prohibits discrimination in matters affecting employment or in providing access to programs on the basis of actual or perceived race, color, religion, national origin, sex, age, marital status, sexual orientation, genetic information, gender identity, or disability unrelated in nature and extent so as to reasonably preclude

performance. For more information contact: The Office of Investigations, Anne Arundel County Public Schools, 2644 Riva Road, Annapolis, MD 21401, 410-222-5286 TDD 410-222-5000, www.aacps.org.

Further, Contractor agrees not to discriminate in any manner against an employee or applicant for employment based on actual or perceived race, color, religion, national origin, sex, age, marital status, sexual orientation, genetic information, gender identity, or disability unrelated in nature and extent so as to reasonably preclude performance in matters affecting employment.

19. MODIFICATIONS AND AMENDMENTS

Modifications to this Contract shall be made only with the express written concurrence of both parties unless an expressed unilateral right is identified herein.

20. FORCE MAJEURE

Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. AACPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. AACPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against AACPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure as defined herein.

The remainder of this page intentionally blank.

Section VI: PROPOSAL FORMAT

Note: No pricing information is to be included in the Technical Proposal. Pricing information is to be included only in the Price Proposal.

Offerors shall submit one original and 5 paper copies and one electronic copy of their technical proposal. The electronic copy shall be submitted on a flash drive or CD. When submitting a technical proposal, the following minimum information must be provided for proper evaluation by the selection committee. Please note that your proposal, if considered responsive, will be rated against other responsive submissions and the evaluation criteria listed in Section IV. Evaluation Criteria. Your Technical Proposal should be thorough in all aspects for the Evaluation Committee to make a proper and complete evaluation of your capabilities and response. **Proposals that do not contain the following information may be rejected.**

1. FORMAT OF TECHNICAL PROPOSAL

The purpose of the Technical Proposal is to demonstrate the qualifications, competency, and capacity of the Offeror in conformity with the requirements of this RFP. The Technical Proposal shall demonstrate the qualifications of the offeror and the staff to be assigned to this contract.

The Technical Proposal shall address all the points outlined in the RFP (excluding any cost information which shall only be included in the Price Proposal). The Technical Proposal shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the RFP requirements.

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

- **Transmittal Letter**

A Transmittal Letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the Proposal and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP.

- **Title Page and Table of Contents**

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 for the Technical Proposal should follow the Title Page, organized by section, subsection, and page number.

- A signed, original, unaltered, solicitation cover sheet and any addenda issued by AACPS.

- **Offeror Technical Response to RFP Requirements**

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 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 services as outlined in RFP *Scope of Work*.

Offeror shall submit evidence that they maintain a permanent place of business.

Offeror shall include copies of all appropriate and applicable licenses required to perform this work and proof of compliance with federal, state and local laws and ordinances.

Offeror shall submit a CSS pass/fail inspection certification, or comparable, issued within the past two years and disclose any infringements that could jeopardize the safety of our students. If Offeror proposes to use another comparable organization, Offeror shall provide details and/or current certification from the comparable organization.

- **Offeror's Qualifications and Capabilities**

Offeror shall include a complete and accurate Qualification/Experience Affidavit, documenting the Offeror's 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:

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

Consideration will be given to any previous performance with AACPS as to the quality of contractor's services.

- **Experience and Qualifications of Proposed Staff**

Offeror shall identify the staff proposed to be utilized under the Contract.

Offeror shall demonstrate that they have adequate staff to perform the required services. Use of subcontractor(s) and/or third-party providers, if any, must be specifically identified within the proposal. Subcontractor and/or third-party provider roles shall be clearly expressed. AACPS reserves the right to accept or reject use of proposed subcontractor(s) and/or third-party provider(s).

- **Financial Statement**

Financial statements are to be included in the Technical Proposal – not the price proposal.

- **Bid/Proposal Affidavit (Exhibit 1)**

2. FORMAT OF PRICE PROPOSAL

Under separate sealed cover from the Technical Proposal and clearly identified in the format identified in the **Checklist**, the Offeror shall submit an original unbound copy and an electronic version in Microsoft Word or Microsoft Excel of the Financial Proposal. The Financial Proposal shall contain all price information in the format specified in Section VII. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself.

The remainder of this page intentionally blank.

Section VII: PRICE PROPOSAL

Offerors shall enter their price rates on the Price Proposal sheet. Price proposals are to be fully loaded prices that include all costs/expenses associated with the provision of the required services. The proposal price shall include, but is 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.

There are two categories and three main classifications within each category. Offerors may propose a rate in as many categories and in as many classifications-per-category as their rate structure warrants.

The categories are:

- Motor Coach Bus Local Travel
- Motor Coach Bus Long Distance Travel

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

The classifications-per-category are:

- Flat Rate: Monday thru Friday, Weekend or Holiday
- Hourly Rate: Monday thru Friday, Weekend or Holiday
- Mileage Rate: Monday thru Friday, Weekend or Holiday

Offerors must submit rates on the Price Proposal Sheet only. Proposals received with altered formats will be considered as non-responsive and ineligible for award.

Offerors may submit pricing in as many categories as appropriate to them.

In quoting specific trips to AACPS schools and departments, the Contractor may choose whichever category and whichever classification or combination of classifications are appropriate to them. The Contractor must quote the rates that they have proposed.

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, www.aacps.org, 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.

The remainder of this page intentionally blank.

Section VII: PRICE PROPOSAL**YEARS 1 through 3**

Motor Coach Bus, Local:	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	_____	_____
Hourly Rate	_____	_____
Mileage Rate	_____	_____
Cancellation Rate	_____	_____

Motor Coach Bus, Long Distance:	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	_____	_____
Hourly Rate	_____	_____
Mileage Rate	_____	_____
Cancellation Rate	_____	_____

OPTION YEAR 1

Motor Coach Bus, Local:	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	_____	_____
Hourly Rate	_____	_____
Mileage Rate	_____	_____
Cancellation Rate	_____	_____

Motor Coach Bus, Long Distance:	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	_____	_____
Hourly Rate	_____	_____
Mileage Rate	_____	_____
Cancellation Rate	_____	_____

PRICE PROPOSAL (Cont'd)**OPTION YEAR 2**

Motor Coach Bus, Local:	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	_____	_____
Hourly Rate	_____	_____
Mileage Rate	_____	_____
Cancellation Rate	_____	_____

Motor Coach Bus, Long Distance:	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	_____	_____
Hourly Rate	_____	_____
Mileage Rate	_____	_____
Cancellation Rate	_____	_____

OPTION YEAR 3

Motor Coach Bus, Local:	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	_____	_____
Hourly Rate	_____	_____
Mileage Rate	_____	_____
Cancellation Rate	_____	_____

Motor Coach Bus, Long Distance:	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	_____	_____
Hourly Rate	_____	_____
Mileage Rate	_____	_____
Cancellation Rate	_____	_____

Submitted by:

Offeror Name: _____

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

Exhibit 1
BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

- (1) Corporation: ___ domestic or ___ foreign;
- (2) Limited Liability Company: ___ domestic or ___ foreign;
- (3) Partnership: ___ domestic or ___ foreign;
- (4) Statutory Trust: ___ domestic or ___ foreign; or,
- (5) ___ Sole Proprietorship

and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____

C. EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the following requirements of Section 11-722 of the Criminal Procedure Article, and Section 6-113 of the Education Article, Annotated Code of Maryland:

- A. Maryland Law requires sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. **An AACPS contractor may not knowingly employ an individual to work at a school if the individual is a registrant.** A contractor violating this Law is guilty of a misdemeanor and may be subject to imprisonment not exceeding five years or a fine not exceeding \$5,000, or both.

See Section 11-722 of the Criminal Procedure Article, Annotated Code of Maryland.

B. An AACPS contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of:

- Section 3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*;
- Section 3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*;
- An offense under the laws of another state that would constitute a violation of Sections 3-307 or 3-308 of the Criminal Law Article if committed in Maryland;
- Child sexual abuse under Section 3-602 of the Criminal Law Article, Annotated Code of Maryland;
- An offense under the laws of another state that would constitute child sexual abuse under Section 3-602 of the Criminal Law Article if committed in Maryland;
- A crime of violence as defined in Section 14-101 of the Criminal Law Article, Annotated Code of Maryland;
or
- An offense under the laws of another state that would constitute a crime of violence under Section 14-101 of the Criminal Law Article if committed in Maryland.

See Section 6-113 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.

By: _____
(printed name of Authorized Representative and affiant)

(signature of Authorized Representative and affiant)

Date: _____

Exhibit 2

Transportation Quotation Request Form

To be completed by requesting school/department and sent to three contractors to obtain quotes.

Date of Request: _____

Customer Contact Information:

School/Department:	
Street Address:	
City/State/Zip:	
Contact:	
Phone:	
Email:	
Fax:	

Trip Information:

Departure Date and Time:	
# of Travelers:	
# of Buses Required:	
Departure Location:	
Destination Location:	

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

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

Equipment/Service Information:

1) Will the bus wait for return trip? YES or NO	
2) Is the bus needed for use at the destination? YES or NO	
3) If overnight trip, are driver accommodations/meals included? YES or NO	
4) Are there any special requirements (handicap needs)? Please identify:	
5) Are there any other requirements? Please identify:	

Exhibit 3
Contractor Quotation Response Form

		Quote Date: _____
Contractor must provide a quotation within 2 business days of receipt of request for quote.		
Motor Coach Contact Information:		
Company Name:		
Street Address:		
City/State/Zip:		
Contact:		
Phone:		Fax:
Email:		
Motor Coach Quote Information:		
Flat Rate:		
Hourly Rate:		
Mileage Rate:		
Gratuity:		
Deposit (20% max):		Due by:
Charter Grand Total:		
Vendor Signature:		Date:
Terms of Payment:		
A maximum deposit of 20% of the charter grant total as shown on the approved quote will be paid to the vendor when the quote is accepted. Any gratuity is to be included in the grand total amount. The final amount due will be paid to the contractor within 30 days of receipt of an approved invoice. If the contractor does not meet its obligations with respect to non-safety issues, AACPS has the right to liquidated damages.		
Accepted (signature by AACPS confirms price quote is in compliance with contract pricing) :		
Principal/Administrator Signature		Date: