

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



ANNE ARUNDEL
COUNTY PUBLIC SCHOOLS

Title: RFP #23SC-208 Prequalification of Coach Bus Contractors

Issued: February 22, 2023 Buyer: Loretta Hamilton, 410-222-5166, lhamilton@aacps.org

Proposal Due Date: Proposals are due no later than **11:00 a.m. Eastern Time on March 23, 2023**, in the Purchasing Office at the above address. The opening is not public.

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 time for proposal receipt 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.*

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 AACPS 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

Your signature on this page provides AACPS your acknowledgment and acceptance of the terms and conditions contained in the Request for Proposal. When this page is executed by an authorized officer of Anne Arundel County Public Schools, this scope of work, terms and general conditions, and price proposal shall become a legally binding contract between the successful offeror and AACPS.

Offeror Name: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

Federal ID or Social Security Number: _____ Web Address: _____

MDOT MBE Certification # _____ DGS Small Business Registration #: _____

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

Offeror Signature: _____

Printed Name, Title and Date: _____

Accepted by AACPS Supervisor of Purchasing: Mary Jo Childs

Signature _____

Date _____

Award Limitations: _____

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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 qualified personnel and equipment to provide safe, reliable and efficient transportation services to students for trips as part of educational and extracurricular programs. AACPS anticipates awarding contracts to multiple offerors.

AACPS intends to award a three-year contract, with three one-year renewal options. Starting with the first contract renewal, AACPS will consider adding additional contractors to the contract assuming they submit a proposal and are considered responsible. This process will only be conducted with each renewal option.

The named buyer is the only person authorized to answer questions regarding this RFP. Offerors should not rely on information obtained from any source other than the buyer. It is the responsibility of offerors to check for addenda on the AACPS web page (www.aacps.org) before the proposal due date.

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

- Questions must be in writing and submitted via hard-copy or email.
- Questions must be received in the Purchasing Office ten days prior to proposal due date.
- Questions received after this date will be answered only if time permits.
- The Buyer will distribute a written summary of responses to timely-received questions to all prospective offerors known to have received a copy of this RFP.
- Oral communications are not binding.

A pre-proposal conference will be held virtually at 11:00 a.m. Eastern Time on March 2, 2023, at the link below.

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 248 438 492 363

Passcode: bpWc49

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 301-960-3676,,809640031#](#) United States, Silver Spring

Phone Conference ID: 809 640 031#

[Find a local number](#) | [Reset PIN](#)

Attendance is strongly recommended. AACPS is not responsible for communicating to offerors any information that may be discussed during the conference. However, if AACPS makes changes to the RFP as a result of the meeting, all offerors properly registered on the AACPS website for this RFP will receive a notice of the amendment.

2. NO OBLIGATION

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

3. PROPOSAL INSTRUCTIONS

Offerors may submit proposals electronically. Electronic proposals may be done through the AACPS website at

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<https://bids.aacps.org/Account/Login?ReturnUrl=%2FBidSubmissions>

The time of receipt is the time the electronic proposal documents are **RECEIVED** by Anne Arundel County Public Schools-**NOT** the time you begin the upload. Please allow additional time for your proposal submission to be fully uploaded. AACPS is not responsible for technical failures that result in a late submission.

Offerors must ensure the RFP number and title are correct when submitting the proposal.

Faxed or emailed proposals will not be accepted.

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

Proposal Drop Off – Appointments are required for an in-person drop off. To schedule an appointment, vendors should email the Purchasing Office several days before the due date.

purchasing@aacps.org

Please do not attempt to drop off a proposal without a confirmed appointment.

If offerors prefer to mail the proposals, please allow extra time for USPS deliveries as stated in the RFP.

4. REJECTION/CANCELLATION OF RFP

This solicitation is subject to cancellation when determined by the Supervisor of Purchasing to be in the best interest of AACPS. AACPS may reject any or all proposals when determined by the Supervisor of Purchasing to be in the best interest of AACPS. Additionally, to ensure fair competition and to permit a determination of the lowest responsive proposal from a responsible offeror, AACPS 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.

5. EXCEPTIONS

If an offeror takes any exceptions to the terms and conditions of the RFP, an offeror shall notify AACPS 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 AACPS as full acceptance of the stated terms and conditions.

6. REQUIRED DOCUMENTS

The required documents for this solicitation include an original, unaltered, executed solicitation document including any addenda issued by AACPS, completed proposal affidavit, financial statement, completed Qualifications Affidavit, and any other additional documents requested. Failure to do so may cause rejection of the proposal. Acceptable documents for compliance with the mandatory Financial Statement include the offeror's:

- 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.

7. 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.

NOTE: Proposals sent next-day delivery via USPS are delivered to the nearest post office – not the AACPS Central Office. AACPS then retrieves deliveries from the Post Office the next day. Offerors using this USPS shipment method should allow at least one extra business day for delivery to the Central Office.

8. PROPOSAL WITHDRAWAL

No proposal can be withdrawn after it is submitted to AACPS unless the offeror makes a written request to the buyer, before the proposal due date, or if the offeror provides clear and convincing evidence that a mistake has been made *and only then with the approval of the AACPS Supervisor of Purchasing*.

9. COST OF 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.

10. COOPERATIVE PURCHASING CLAUSE

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

Anne Arundel County Public Schools 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 RFP. All purchases and payment transactions will be made directly between the contractor and the requesting entity.

11. PROTESTS

This contract shall be subject to the provision of the Board of Education of Anne Arundel County Policies and Regulation DEC-RA.

12. 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.

13. COMPETITIVE SEALED PROPOSAL PROCESS

- ❖ Offerors shall submit all requirements as set forth in the RFP and as listed on the Checklist.
- ❖ Offeror questions must be submitted in writing via email to the buyer no less than ten calendar days before proposals are due. The buyer is the only person authorized to answer questions regarding this RFP. No interpretation of the meaning of the specifications or other documents will be made orally.
- ❖ Offerors who wish to mail in or drop off their proposal, shall submit one original and one hard copy, and one electronic copy of their technical proposal loaded on a flash drive. Offerors may submit

proposals electronically.

- ❖ 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 AACPS. The letter shall be concise and need not repeat any of the detailed information set forth in the proposal.
- ❖ The AACPS buyer will initially review each proposal submission. Offerors whose technical proposals are determined to be not responsive, or offerors determined to be not responsible, shall be rejected and timely notified.
- ❖ Qualified proposals shall be evaluated by an evaluation committee in accordance with the scope of work and evaluation criteria contained herein.
- ❖ The evaluation committee, after an initial review of the proposals, may elect to conduct discussions for the purpose of ensuring the complete understanding of AACPS requirements and the offeror's technical proposal. AACPS may choose to conduct discussions with a limited number of offerors after a preliminary review of the proposals. Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made during discussions. Any such written clarification or change then becomes part of the offeror's proposal.
- ❖ Upon completion of the evaluation and discussions, if any, the evaluation committee will recommend which proposal(s) is selected as the apparent awardee. The buyer ensures the recommendation is consistent with the RFP evaluation factors and will recommend award of the contract to the responsible offeror whose proposal is determined to be the most advantageous to AACPS considering the technical evaluation factors as set forth in the RFP.
- ❖ AACPS anticipates awarding to multiple offerors. The recommendations are based on the highest evaluated score(s) considering the evaluation criteria set forth in the RFP.
- ❖ The contracts awarded may be subject to approval by the Board of Education of Anne Arundel County. Upon approval of the Board, the unsuccessful offerors will be notified and be offered the opportunity to be debriefed. The debriefing will provide a summary of deficiencies in the offeror's proposal.

14. 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.

15. TAXES

AACPS is exempt from federal excise taxes [52-73-0144K] and State and local sales or use taxes [3000110-2]. Offerors may not include these taxes in their proposal price. If a contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the contractor pays Maryland sales tax and exemption does not apply.

16. TOBACCO PRODUCTS

The use of drugs, alcohol, and tobacco products is not permitted on school property. AACPS Board Policy and Regulation GAC-RA and COMAR 13A.02.04 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.

17. IRREGULARITIES

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AACPS reserves the right to waive any minor irregularities in the solicitations 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.

18. SUBCONTRACTORS

AACPS will enter into an agreement with the selected offeror only. The selected offeror shall be responsible for all services as 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. Subcontractors are subject to the provisions of this RFP to the same extent as the prime contractor.

19. NON-HIRING OF OFFICIALS AND EMPLOYEES

No official or employee of AACPS 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 AACPS become or be an employee of the contractor or any entity that is a subcontractor on this contract.

20. 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 obtain all the necessary supplies, materials, equipment, labor and supervision required 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.

21. CONTRACTOR SCREENING OF EMPLOYMENT APPLICANTS HAVING DIRECT CONTACT WITH MINORS

In addition to the requirements of Section 22 above, Contractors shall comply with the requirements of Section 6-113.2 of the Education Article, Maryland Annotated Code, regarding screening of applicants for employment.

22. ACCESS TO PUBLIC RECORDS

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.

23. GIFTS

In accordance with Board Policy BAF, contractors are notified that the giving or offering 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 donor/offeror is no longer a responsible offeror or vendor. Board officials and employees may not “solicit any gift, or accept any gift or series of gifts exceeding \$20 in value in a calendar year from any person, entity, or employee of an entity that is under the authority of the school system or has or is negotiating a contract with the school system, except where such gifts would not present a conflict of interest as determined by the Board Ethics Panel.

24. 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 offeror register with eMaryland Marketplace Advantage regardless of the award outcome for this procurement as it is a valuable resource for proposal notification for municipalities throughout Maryland.

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

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CHECKLIST

Checklist for mandatory documents in your response, provided for your convenience. Failure to provide mandatory documents may be cause for rejection of your proposal.

TECHNICAL PROPOSAL

Return entire, original RFP document, including title page, and amendments, if any. One paper copy and one electronic copy provided on a flash drive is required for proposals being dropped off.

- _____ Executed solicitation documents including any AACPS addenda
- _____ Response to Technical Offer Section
- _____ Signed and Completed Qualifications Affidavit
- _____ Financial Statement(s)
- _____ Certificate of Insurance
- _____ Letter of Transmittal
- _____ Attachment A – Contract Affidavit/*Criminal Background Check*
- _____ Attachment B - Conflict of Interest Affidavit and Disclosure
- _____ Attachment C – Employment Screening Affidavit
- _____ Nepotism Policy

PRICE PROPOSAL

- _____ One original and one electronic copy of the Price Proposal Form loaded on a flash drive is required for proposals being dropped off.

Offerors shall provide the technical proposal and price proposal, and their respective electronic copy under sealed cover and appropriately marked as follows:

Technical Proposal: Company Name
RFP Title and Reference No.
Due Date:
This Package contains a **Technical Proposal**.

AND

Price Proposal: Company Name
RFP Title and Reference No.
Due Date:
This Package contains a **Price Proposal**

Section II: Qualifications Affidavit

Submitted by: _____

AACPS reserves the right to contact additional references not contained in the Affidavit. Information obtained from the references provided herein, and any additional references not listed in this Affidavit, will assist AACPS in making the determination on offeror responsibility. If AACPS, in its sole discretion, determines that an offeror's references are inadequate, AACPS reserves the right to determine an offeror is not responsible which may be cause for rejection of the proposal.

The Offeror shall have at least five years of experience in providing student transportation services of similar scope and complexity. AACPS may consider the experience of the offeror's key personnel toward the experience requirement.

1. How many years has your firm been in the business of providing similar services? ____ Years of relevant experience

2. List at least three contracts/references similar to the work described herein, which your organization has completed within the last three years. (Include company names, school district or government agency, address, and contact person and phone number).

A. Date of Substantial Completion: _____

Project Description: _____

Address: _____

Agency or School District: _____

Contact Person: _____

Phone Number: _____

Company Name: _____

Value: \$ _____

B. Date of Substantial Completion: _____

Project Description: _____

Address: _____

Agency or School District: _____

Contact Person: _____

Phone Number: _____

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Company Name: _____

Value: \$ _____

C. Date of Substantial Completion: _____

Project Description: _____

Address: _____

Agency or School District: _____

Contact Person: _____

Phone Number: _____

Company Name: _____

Value: \$ _____

3. List two additional professional references not including those cited above. Provide project name, address, phone, email, and point of contact.

| Project Name | Address | Phone | Email | Point of Contact |
|--------------|---------|-------|-------|------------------|
| | | | | |
| | | | | |

4. What is your Dunn and Bradstreet Rating? _____

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

A. Full-time basis? _____

B. Part-time basis? _____

6. Has your company performed any contracts for any unit of the State of Maryland or Anne Arundel County Government over the last five years other than those listed in Section 2? (Please list names, addresses, dates, and the government employee responsible for accepting the work).

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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, termination for cause, or liquidated damages arising out of poor or non-performance? Explain.

8. Has your company ever been suspended or debarred from bidding on local, school, state or federal contracts for any reason? Explain.

9. Has your company ever filed for bankruptcy/receivership or any other similar defalcation? Explain.

10. Are any officers or employees of your company also employees of Anne Arundel County Public Schools? Do any officers or employees of your company have immediate family members who are employees of Anne Arundel County Public Schools? 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 _____ 20 ____.

Name of Organization: _____

By: _____

(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 qualified 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 36th largest school system in the United States, the fourth largest in the state of Maryland, and presently includes 128 schools. Anne Arundel County Public Schools is a highly diverse school district serving approximately 84,500 students.

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 types of trips for schools.

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 At all times during the term of this contract, the contractor shall maintain a satisfactory rating with the Federal Motor Carrier Safety Agency (FMCSA). Contractor's 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 losing the satisfactory rating with the Federal Motor Carrier Safety Agency (FMCSA), 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. Drug and alcohol testing documents to be submitted annually.

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's drivers shall pass AACPS' fingerprint and commercial background check. The AACPS fingerprint office is open from 8 am to 4 pm Monday through Friday. It is in the Carol S. Parham Building at 2644 Riva Road in Annapolis. Fingerprinting is done by appointment only. Please call 410-222-5045 to make an appointment. For more information please visit our website at <https://www.aacps.org/Page/1869>. Applicants for the fingerprint background check must identify themselves as coach bus contract drivers and include the company name. The cost of the fingerprint background check is the sole responsibility of the Contractor.

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 and "P" passenger endorsement..

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

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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.

4.3 Motor coaches manufactured on or after 11/28/2016 must be equipped with passenger lap/shoulder seat belts.

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

4.5 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.

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

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

4.8 Motor coaches shall be equipped with operable equipment and amenities, including reclining seats, heating, air conditioning, public address system, onboard entertainment systems with viewable screens from each seat, WIFI capabilities and must be in excellent working condition. Bus lavatory facilities must be completely functioning and clean.

4.9 Contractor shall install an AACPS approved high-definition mobile digital video camera system on the Coach bus. The placement of the cameras shall be designed to view the interior passenger area and must have a minimum of the following 4 views: front panning to the back, over the driver panning the stepwell area, mid-ship and rear panning to the front. Signs notifying passengers of audio and video.

4.10 Motor coaches provided by the Contractor shall be less than 15 years old. Proof of age must be provided upon request.

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

5. **SUBCONTRACTORS**

5.1 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.

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

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

5.4 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 day shall require written approval by the Director of Transportation or her 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 If an AACPS school or department cancels a trip with at least 30 calendar days' notice to Contractor, Contractor shall refund in full any payments made by the AACPS school or office, notwithstanding any other provision in . Contractor shall refund if the school or office cancels a trip with at least 30 calendar days' notice. Contractor shall issue the refund within 30 days after notice of cancelation.

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, the parties agree that in the event the Transportation Quotation Request Form contains any terms or conditions that conflict with the AACPS Contract, the terms and conditions 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 RESPONSIBILITIES

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 losing the satisfactory rating with the FMCSA and/or licensing with the MVA, within five days of when the violation occurred or when the Contractor became aware of the violation, whichever is earlier.

7.3 Confidentiality

Contractor shall ensure the complete confidentiality of any and all information provided by AACPS and 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 expressed written approval of the Supervisor of Purchasing.

7.4 Fort George G. Meade United States Army Installation Restricted Entry:

All contractors conducting legitimate business on behalf of Anne Arundel County Public Schools, **on the secure portion of the Fort George G. Meade United States Army Installation** (Installation), must obtain the necessary access credentials prior to attempting entry. **NO EXCEPTIONS.**

The following schools are located on the secure portion of the Installation which require the contractor to obtain the necessary access pass. Access to these schools is through the Reese Road gate inspection station.

Manor View Elementary
Pershing Hill Elementary
West Meade Early Education Center
MacArthur Middle School

Note: Meade High School, Meade Middle School and Meade Heights Elementary are not located on the secure portion of the Installation and may be visited without an access pass and do not require entry through the Reese Road gate inspection station.

The contractor will need to submit to a background check conducted by the Installation to obtain the needed access pass. To begin this process contact AACPS, Office of Investigations, Debbie Jones, at dajones2@aacps.org and request a Fort George G. Meade Installation Access Request form (Form 191). If there are any questions call (410) 222-5287. Once the access form is completed and approved by AACPS you will then need to present it, along with the required identification documentation, to the Installation's Demps Visitor Control Center at:

Demps Visitor Control Center
902 Reece Road
7:30 a.m. to 4:00 p.m., Monday through Friday
(301) 677-1064 or (301) 677-1065

Contractor personnel must submit a Form 191 and present two forms of identification in original form and shall be neither expired nor cancelled in order to obtain access (or when necessary an ID badge):

- 1) A State-issued identification card (e.g. driver's license) with picture and Real ID Act 2005 compliant;
- 2) Original social security card (photocopy not acceptable); and
- 3) Original birth certificate or passport as proof of citizenship. Contractor personnel who are not U.S. citizens will be required to provide immigration documentation.

Go to the following link for further information on access requirements:

<https://home.army.mil/meade/index.php/about/visitor-information>

Contractors are responsible for ensuring their employees, subcontractors, and agents have the necessary credentials to access the Installation.

8. **AMINISTRATIVE 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 to Supervisor of Transportation annually, or upon request, a report which includes, at a minimum, trip dates, destinations, schools serviced, and price of trip.

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

8.4 If using the DOT/FMCSA audit, contractors must submit proof of current compliance to the Supervisor of Transportation by July 31 of each year.

9. **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.

10. **AACPS CONTRACT ADMINISTER**

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.

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:

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- (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. **DURATION OF CONTRACT**

The Contracts shall remain in force and effect for a period of three years through June 30, 2026 with three one-year renewal options exercised at the sole discretion of AACPS.

13. **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 the following coverages and limits. The Contractor shall require similar coverage from any of its subcontractors.

13.1 **Commercial General Liability**

With coverage of at least \$1,000,000 per occurrence, \$3,000,000 aggregate 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.

13.2 **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 Insurance with limits of at least \$500,000 each accident/\$500,000 each employee disease/\$500,000 disease policy limit.

Sole proprietors and partners exempt from statutory workers' compensation with no employees or subcontracts must refer to the Special Conditions as respects this requirement.

13.3 **Business Auto Liability Insurance:**

At least \$5,000,000 combined single limit any one accident to include owned, non-owned, and hired vehicles.

13.4 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.

13.5 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.

13.6 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.

14. **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

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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% |
| Malfunctioning onboard entertainment system (per bus) | 5% |
| Bus missing Wi-Fi access through no fault of contractor (unavailable areas) (per bus) | 5% |
| Bus restroom not operational (per bus) | 50% |
| Bus missing disability requirements (per bus) | 50% |
| Bus undersized (per bus) | 50% |
| Mechanical breakdown not corrected within 90 minutes (per bus). Liquidated damages will not be assessed if the contractor can prove all reasonable efforts to remedy the situation were exhausted. | 50% |
| Substitution of equipment or subcontractor in a non-emergency situation without prior approval (per bus) | 50% |
| Failure to have a working camera or video equipment on the bus. | \$250 per incident |

15. 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 AACPS Parties, including its Board of Education, administrators, executives, employees or volunteers, 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 and such insurance shall waive any right of subrogation by endorsement or otherwise.

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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 85% of the total score. Price Criteria shall be weighted at 15% and shall be evaluated by the Purchasing Office after the evaluation committee has completed its technical evaluation. Award(s) are made to the offeror(s) receiving the highest total score combining technical (85%) and price (15%). AACPS contemplates awarding multiple contracts.

CRITERIA

| |
|---|
| Offeror's Qualifications and Capabilities |
| Past Performance/References |
| Key Personnel |
| Capacity and Inventory of Buses |

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. COMPLIANCE WITH LAWS

The Contractor hereby affirms:

A. 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;

B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit 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 Contract;

C. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract

2. RETENTION OF RECORDS

The Contractor shall retain and maintain all records and documents relating to this contract for five (5) 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 the Supervisor of Purchasing's designee, at all reasonable times.

3. TERMINATION

3.1 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.

3.2 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.

3.3 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

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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.

4. **MARYLAND LAW PREVAILS**

The law of Maryland shall govern the interpretation and enforcement of this Contract.

5. **ASSIGNMENT**

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

6. **PAYMENT**

Subject to the performance of the work and its acceptance by the AACPS, contractor may invoice the AACPS for all appropriate charges for services performed during the billing period. All such charges shall be derived in accordance with the prices originally proposed on the PRICE PROPOSAL WORK SHEET, found in Section V attached hereto and made a part hereof. In the event that contractor is not in default of any of the contract terms and conditions, then AACPS shall cause said 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.

6.1 **Payments by EFT**

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer, unless the AACPS Supervisor of Purchasing grants an exemption. Unless previously registered, the selected offeror shall register using the form titled, *Electronic Funds Transfer Request Authorization*, available at:

<https://www.aacps.org/cms/lib/MD02215556/Centricity/Domain/276/AACPS%20EFT%20Request%20form%20-%20fillable.pdf>. The original. Completed EFT form should be sent to the Buyer.

6.2 **Payments by Procurement Card**

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 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 may not charge AACPS for any fees related to the use of the procurement card above their proposal prices.***

7. **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.

8. 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 designee.

9. 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 proposal for an AACPS contract.

10. HIRING OF AACPS EMPLOYEES

The 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 <https://aaccpschools.org/boardpolicies/wp-content/uploads/bsk-pdf-manager/2020/12/FINAL-BAF-Ethics-and-Conflict-of-Interest-2019.pdf>

11. 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.

12. REGULATIONS

The policies and 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.

13. 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.

14. NONDISCRIMINATION CLAUSE

The Board of Education of Anne Arundel County prohibits discrimination and ensures equal employment opportunities for all individuals without regard to actual or perceived race, color, religion, national origin, sex, age, marital status, sexual orientation, genetic information, gender identity, or disability.

Further, contractor agrees not to discriminate in any manner against an employee or applicant for employment on the basis of actual or perceived race, color, religion, national origin, sex, age, marital status, sexual orientation, genetic information, gender identity, or disability.

15. MODIFICATIONS AND AMENDMENTS

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

16. 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, pandemics, 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.

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Section VI: PROPOSAL FORMAT

Offerors shall submit one original and one paper copy and one electronic copy of their technical proposal for proposals being dropped off. The electronic copy shall be submitted on a flash drive. When submitting a technical proposal, the following minimum information must be provided for proper review by the evaluation 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 complete in every way 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 requirements of the RFP.

The Technical Proposal shall include the following documents and information in the order specified. Each section of the Technical Proposal must be separated by a TAB 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 should follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

A complete, unaltered, signed RFP including 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.

Offerors shall provide a list of all available equipment, to include current mileage, age and capacity of bus.

Offeror shall submit evidence of a current satisfactory rating with the Federal Motor Carrier Safety Agency, 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

Certificate of Insurance

- **Contract Affidavit (Attachment A)**
- **Conflict of Interest Affidavit and Disclosure (Attachment B)**
- **Employment Screening (Attachment C)**
- **Nepotism Policy**

2. FORMAT OF PRICE PROPOSAL

Complete and submit the Price Proposal under separate sealed cover from the Technical Proposal. The Price Proposal shall contain all price information in the format specified in Section VII. The Offeror shall complete the Price Proposal Form only as provided in the Price Proposal Instructions and the Price Proposal Form itself.

THE REMAINDER OF THIS PAGE IS 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 may 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.

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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 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: | |

23SC-208 Prequalification of Coach Bus Contractors

| Exhibit 2 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: |

Attachment A
CONTRACT AFFIDAVIT/CRIMINAL BACKGROUND CHECK

A. AUTHORITY

I HEREBY AFFIRM THAT I, (print name) _____ possess the legal authority to make this Affidavit.

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;
- (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. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT, to the best of my knowledge, information, and belief, neither I nor the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/Proposal that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/Proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/Proposal is submitted.

D. 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

E. ANTI-BRIBERY

The offeror 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 or has engaged in conduct which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

F. AGENT CERTIFICATION

The offeror 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 offeror, 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.

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

**ATTACHMENT B
CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest.

(b) Prior to commencement of any work, the Contractor agrees to notify the buyer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the buyer any actual or potential conflict of interest the Contractor may have.

(c) The Contractor agrees that if an actual or potential conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the buyer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the buyer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the buyer of any contrary action to be taken.

(d) Remedies - The Board may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid a conflict of interest. If the Contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the buyer, the Board may terminate the contract for default, suspend the Contractor from further Board contracts, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract placed hereunder, provisions which shall conform substantially to the language of this affidavit.

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: _____

**ATTACHMENT C
EMPLOYMENT SCREENING 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 AN AACPS 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, nonrenewed, 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 AACPS access to the employee's records upon request.

Before assigning an employee to perform work for AACPS in a position involving direct contact with minors, Contractor shall provide notice to AACPS 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 AACPS in a position involving direct contact with minors if AACPS 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)



Acknowledgement of Nepotism Policy

Effective Date of Change

| | | | | |
|-------------|---------|------|---|-----------------------------------|
| Name (Last) | (First) | (MI) | Employee ID# | Supervisor's Name (if applicable) |
| Position | | | <input type="checkbox"/> Employee <input type="checkbox"/> Board Member <input type="checkbox"/> Contractor | Location |

Please be aware of Board of Education Policy GAF and Administrative Regulation GAF-RA regarding nepotism. To comply with this policy and regulation, you must complete the following:

- I **do not** have any of the family members defined in #2 or #3 below, or persons living in my household who are employed by Anne Arundel County Public Schools (AACPS)/Board of Education.
(If you select this box, proceed to Signature/Date section)
- The following **immediate family members** (spouse, parent, child, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent-in-law, grandchild-in-law, uncle-in-law, niece-in-law, nephew-in-law, and all step relationships) are employed by AACPS/Board of Education:

| | |
|----------------|-------------------|
| Name | Relationship |
| Position Title | Position Location |
| Name | Relationship |
| Position Title | Position Location |
| Name | Relationship |
| Position Title | Position Location |
| Name | Relationship |
| Position Title | Position Location |

- The following **non-relatives** live in my household and are employed by AACPS/Board of Education:

| | |
|----------------|-------------------|
| Name | Relationship |
| Position Title | Position Location |
| Name | Relationship |
| Position Title | Position Location |

I affirm that the information provided by me on this form is correct to the best of my knowledge. I understand that I am required to complete a new nepotism form should circumstances change and relationships as detailed above develop during my employment with AACPS/Board of Education. I will submit a new form within 30 days in accordance with Administrative Regulation GAF-RA.

Signature

Date

Internal Use Only

Reviewed by: _____
Date Initial

Contacted Employee/ Board Member Contract Lead Filed