



Motor Carrier Attachment 5

BCPS Request for Proposal

Baltimore, MD; 11/1/2016

HWY17MH007

(93 pages)

BALTIMORE CITY PUBLIC SCHOOLS
200 EAST NORTH AVENUE
BALTIMORE, MD 21202



REQUEST FOR PROPOSALS
School Bus Transportation
RFP-12087

ISSUED BY: Materials Management Office
Baltimore City Public Schools
200 East North Avenue, Room 401
Baltimore, MD 21202
Attention: John Egerton

RFP NUMBER: RFP-12087

RELEASE DATE: Monday, May 21, 2012

PRE-PROPOSAL MEETING: Thursday, May 31, 2012
10:00 am, Room 301

PROPOSAL DUE DATE: Thursday June 14, 2012
11:00am, Room 401

DIRECT INQUIRIES TO: John Egerton
[REDACTED]
[REDACTED]

Contractors are cautioned not to make changes to any of the terms and conditions in this solicitation. Doing so may render a Contractor's proposal unacceptable and subject to rejection. Questions and inquiries may be addressed as outlined in Part II, Item 4 of this solicitation.

TABLE OF CONTENTS

PART I: SCOPE OF WORK	4
1.0 INTRODUCTION.....	4
2.0 BACKGROUND	4
3.0 SCOPE OF SERVICES	5
3.1 CONTRACTOR EXPERIENCE	5
3.2 START OF SCHOOL.....	8
3.3 OPERATIONS	9
3.4 SCHOOL BUS EQUIPMENT REGULATIONS.....	11
3.5 INSURANCE.....	12
3.6 SCHOOL BUS EQUIPMENT SPECIFICATIONS	15
3.7 SCHOOL BUS MAINTENANCE AND INSPECTION	20
3.8 TERMINAL FACILITIES AND EQUIPMENT STANDARDS.....	22
3.9 SCHOOL BUS PERSONNEL	23
3.10 OPERATIONAL REPORTS.....	30
3.11 PAYMENT FOR SERVICES	31
3.12 LEGAL COMPLIANCE	33
3.13 DEFAULT AND REMEDIES.....	34
PART II: GENERAL TERMS AND CONDITIONS	38
1.0 STATEMENT OF CONFIDENTIALITY	38
2.0 TERM OF AGREEMENT	38
3.0 PRE-PROPOSAL MEETING	38
4.0 QUESTIONS AND INQUIRIES.....	38
5.0 POINT OF CONTACT	38
6.0 CONTRACT MONITOR/CITY SCHOOLS SUPERVISION	39
7.0 CONTRACT TYPE.....	39
8.0 PAYMENT TERMS	39
9.0 RFP REVISIONS	39
10.0 SUBMISSION DEADLINE	39
11.0 PROPOSAL OPENING	40
12.0 DURATION OF OFFER.....	40
13.0 MINORITY & WOMEN BUSINESS ENTERPRISE PROGRAM	40
14.0 E- COMMERCE.....	40
15.0 INSURANCE.....	40
16.0 LIQUIDATED DAMAGES	40
17.0 CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE	41
18.0 LIVING WAGE	41
19.0 BONDING	42
20.0 TERMS AND CONDITIONS.....	42
21.0 BALTIMORE CITY'S YOUTHWORKS PROGRAM	42
PART III: PROPOSAL FORMAT	43
1.0 GENERAL FORMAT – TWO - PART SUBMISSION.....	43
2.0 VOLUME I: TECHNICAL PROPOSAL FORMAT	43
3.0 VOLUME II: FINANCIAL PROPOSAL	45
PART IV: EVALUATION AND SELECTION PROCEDURE	46
1.0 EVALUATION COMMITTEE.....	46
2.0 EVALUATION PROCESS.....	46
3.0 EVALUATION CRITERIA.....	47
PART V: APPENDICES	48

APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR RFP'S49
APPENDIX B - SCHOOL BUS CONTRACT62
APPENDIX C – REFERENCES83
APPENDIX D - NON-COLLUSION CERTIFICATE85
APPENDIX E - DEBARMENT AFFIDAVIT86
APPENDIX F - ANTI-BRIBERY AFFIDAVIT87
APPENDIX G - CERTIFICATE OF INSURANCE COVERAGE88
APPENDIX H - BALTIMORE CITY'S YOUTHWORKS90
APPENDIX I - FINANCIAL PROPOSAL FORM91

PART I: SCOPE OF WORK

1.0 INTRODUCTION

This Request for Proposals (RFP) is soliciting proposals for contractors to provide yellow school bus transportation services to Baltimore City Public Schools (City Schools).

2.0 BACKGROUND

The Baltimore City Public Schools (City Schools) serves the needs of public education in Baltimore City, covering approximately 77 square miles, with a residential population of more than 646,000. It is the fourth largest public school system in the State of Maryland. City Schools operates 190 facilities over a ten-mile radius, which includes elementary, middle, and high schools; special education centers; alternative schools; and administrative offices. Central administration for City Schools is located at 200 East North Avenue, Baltimore, Maryland.

City Schools is governed by a city-state partnership. The Baltimore City Board of School Commissioners (Board) has 10 members (including a student member with partial voting rights); the Board is jointly appointed by the Mayor of Baltimore and Governor of the State of Maryland; and sets and oversees policy and implementation of regulations for the school system, and approves all major appointments. City Schools CEO Andrés A. Alonso reports to the Board.

City Schools currently has 83,800 students:

- 42,830 students in grades pre-k-5 (includes 4,712 pre-k students)
- 16,659 students in grades 6-8
- 24,311 students in grades 9-12.

Employees: 11,273 (10,281 school-based; 992 central office)

FY 2011 Operating Budget: \$1.23 Billion

Required services include, but are not limited to, regular to-and-from school transportation, special education transportation, noon-time kindergarten transportation, after school support services (activity buses), Summer School transportation, Extended School Year programs, athletic trips to and from games, cultural field trips, and some shuttle operations.

The school year calendar is established each year by the Board of School Commissioners. Additionally, the daily operational schedule for each school facility is established by the Board at the same time. The calendar is subject to adjustment in structure from year to year and additional adjustments during the course of a school year because of weather conditions or other emergencies.

All routes are planned and established by the City Schools Office of Pupil Transportation. Contractors receive primary operational directions and routes assignments from year to year and may receive changes periodically during the course

of a given school year from the Manager of School Bus Operations. All routes are subject to adjustments and contractor remuneration is adjusted accordingly, subject to identified minimums, as described herein.

Routes and vehicle sizes/types are subject to change. This is especially true at the beginning of each school year and the contractor must plan for a higher call volume and more changes during the first four (4) weeks of school. Since the actual number of students to be transported may change from week to week, the Manager of School Bus Operations has the authority to change the capacity requirement of the route, and may modify the route stop sequences as necessary.

City Schools seeks contractor transportation services utilizing 290 school buses. City Schools estimates that the route awards will be made in three groups. These estimates may change as the requirements of City Schools change:

- Curb to Curb with wheelchair lift – 55 routes
- Curb to Curb – 195 routes (pickups are at specific addresses)
- Corner to Corner – 40 routes (pickups are at designated corners)

Curb to Curb population is approximately 5200

Corner to Corner population is approximately 2400

Currently, City Schools uses a combination of seventeen (17) private contractors and an internal fleet of 30 school buses (approximately 10% of the daily yellow school bus requirement) to provide daily service to more than 7600 students throughout the school year.

3.0 SCOPE OF SERVICES

The general scope of work shall consist of supplying buses, bus drivers, and aides for daily transportation to-and-from school, special education transportation, noontime kindergarten transportation, after school support services (activity buses), summer school transportation, extended school year programs, athletic trips to and from games, cultural field trips, some shuttle operations and other supporting programs.

3.1 CONTRACTOR EXPERIENCE

A. Contractor Knowledge

Conditions of service, insurance, performance, equipment, operation, compensation, and other operating requirements are contained in these specifications and are a part of the contract between the Contractor and City Schools. It is the responsibility of the proposers to be familiar with the requirements of these specifications. Any cost in the operation of a bus, including but not limited to insurance, bus personnel salary (both the driver and aide), fuel, etc., which is not specifically addressed in these specifications shall be considered to be accounted for in the contractor's bid. Contractors shall comply with all federal and Maryland State laws, regulations, and rules, all Baltimore City Public Schools' Board policies and procedures, and all City Schools' administrative policies and procedures that apply to pupil transportation and with the specifications outlined below. These specifications are the route assignment guidelines and the operating sections of the contract for transportation services. Proposers must be familiar with the provisions

contained in these specifications and must strictly follow these specifications in all subsequent transportation operations for City Schools resulting from the award of service under these specifications.

B. Contractor Qualification

The Director of the Office of Pupil Transportation will recommend to the Board an award for each contractor based on the criteria set forth below:

- 1) The operational record of the proposer in providing pupil transportation to school districts (Maryland Local Educational Agencies ("LEA") or LEAs in other states), including:
 - Type and scope of verifiable training and supervisory activities,
 - The type of operations performed,
 - The history of a proposer's management, dispatch, safety, and training staff in performing pupil transportation services,
 - On time performance record,
 - Incidents of unacceptable driver conduct,
 - Previous compliance with contract specifications and conditions,
 - Previous compliance with operational guidelines and directives,
 - History of major and minor defects detected by inspections of buses for the last five years.
 - Provide information regarding failure to report to scheduled inspections on time over the last five years.
- 2) The safety record of the proposer in providing pupil transportation to school districts (Maryland LEAs or LEAs in other states), including:
 - Previous compliance with the training and supervisory conditions,
 - The accident/incident history of the proposer,
 - Previous compliance of contractor with school district rules, policies, and contract requirements,
 - Previous compliance of the proposer with safety related operational directives.
- 3) Violations by the proposer of State, Federal, or local laws and regulations, school district policies, and/or previous Specifications for Pupil Transportation.
- 4) The proposer's litigation history and outcomes in regard to school districts in the last 10 years.
- 5) Proposers must provide evidence with their bids of their ability to supply equipment meeting the standards contained in these specifications. Evidence may consist of:
 - A listing of currently owned buses meeting Maryland school bus standards, including model year, chassis make, body make, Vehicle Identification Number (VIN), and license plate numbers, and a notarized statement signed by the chief operating officer of the bidding corporation guaranteeing that the equipment shown on the list submitted with the bid document will be available to be utilized on City Schools' route service awarded to the proposer.

- A signed and notarized certification from an authorized officer of the school bus body manufacturer, or its authorized representative, stating that there is an unconditional agreement between the manufacturer and the proposer for the proposer to purchase new equipment meeting Maryland school bus standards of sufficient quantity to service the submitted bid, that this equipment will be provided to the proposer prior to the scheduled date of the start of service under this contract, and that satisfactory arrangements have been made for financing the bus purchases; and a notarized statement signed by the chief operating officer of the bidding corporation guaranteeing that the equipment referenced in the manufacturer's letter will be utilized on City Schools' route service if the proposer is awarded service. The agreement for the purchase of equipment may include a contingency allowing the proposer to reduce the number of vehicles purchased to the number of routes awarded to the proposer and the number of spare buses required under these Specifications.
- A listing of used equipment meeting Maryland school bus standards, including model year, chassis make, body make, Vehicle Identification Number (VIN), and license plate numbers, that are currently owned by another person or corporation, written on the letterhead of that person or corporation, certifying that the equipment contained on the listing is available to the proposer for purchase or lease; and a notarized statement signed by the owner, or chief operating officer of the owning corporation, guaranteeing that the equipment contained on the equipment list submitted with the bid document will be provided to the proposer prior to the start of the 2013-2014 school year; and a notarized statement signed by the chief operating officer of the bidding corporation guaranteeing that the equipment referenced in the equipment owners certification letter will be utilized on City Schools' route service if the proposer is awarded service.
- The agreement for the purchase or lease of equipment may include a contingency allowing the proposer to reduce the number of vehicles purchased to the number of routes awarded to the proposer and the number of spare buses required under these Specifications. All vehicles submitted as available equipment by a proposer must meet the requirements of all applicable Federal, State, and local laws and regulations, and all applicable Board policies and procedures.

The above list is not all inclusive. If the Contractor has additional evidence of effectiveness and of their ability to supply equipment meeting the standards contained in these specifications, that evidence additional to those outlined above may be considered.

C. Exclusive Use Contract

City Schools shall have the exclusive use of all school buses while those school buses are performing service under this contract. The contractor is strictly prohibited from using school buses contracted to City Schools to provide service to any other group or organization while operating in-service under this contract. This clause shall not prohibit the contractor from chartering school buses to outside groups and organizations when the buses are not under service to City Schools, or from operating City Schools field trips, athletic trips, and Community Education trips in sequence with service for other school districts and organizations if the trip order does not require that the buses remain with the group. Under no circumstances are any non-City Schools passengers to be

transported with City Schools' passengers without the written authorization of the City Schools Office of Pupil Transportation.

The contractor shall not charge any person or entity for the transportation provided by school buses operating under this contract. The contractor is prohibited from carrying unauthorized passengers on City Schools' routes. This includes, but is not limited to, unauthorized pupils, students residing in other school districts serviced by the contractor, friends, children, or family members of the school bus personnel, and unauthorized company employees.

D. Contractor performance standards

The Contractor is required to provide quality service in accordance with all State and Federal Laws, City Schools' policies and the directives of the Chief Executive Officer of City Schools. City Schools will perform midyear service quality reviews with all contractors to support continuous improvement in service levels.

E. Contractor is not an agent of City Schools

The Board and Contractor recognize and agree that Contractor is an independent contractor, and that neither Contractor nor any of Contractor's employees or agents is an employee of the Board or of the Mayor and City Council of Baltimore (the "City").

3.2 START OF SCHOOL

A. Route Assignment

City Schools shall identify the geographic areas that comprise the routes, specific schools served and student pick-up and drop-off locations that will be assigned by the Office of Pupil Transportation before the start of the new school year.

B. Route Familiarity

Successful proposers for both regular and special education routes must require that each regularly assigned driver travel over the assigned routes on a "dry run" on a weekday at the time specified on the route sheet during the week prior to the start of the school year. A "dry run" is defined as travel on the assigned routes prior to the start of the assigned route for the upcoming school year in order to ensure familiarity with the assigned routes. The dry run must include both the A.M. and P.M. routes. If a route includes both the A.M. and P.M. trip for a school, the driver must run the A.M. trip in the stop order of the route copy and the P.M. trip in the return stop order. Where midday service has been included to the route, the same conditions apply.

Contractors are required to complete a "dry run" verification form issued by City Schools for each school and to hand them into to City Schools Transportation Customer Service representatives via e-mail or fax by close of business on Wednesday of the week prior to the start of school. The form must be signed at the drop off time and the pickup time by a school employee.

Drivers are required to be familiar with the routes on the opening day of school. Contractors are responsible for all errors committed by drivers who are unfamiliar with

the routes and who did not complete the required dry runs prior to the start of service. Route service may include transportation to school facilities located outside the incorporated limits of Baltimore City or to student residences located outside the incorporated limits of Baltimore City.

3.3 OPERATIONS

A. School Bus Priority

City Schools shall have priority usage of any school bus and the services related thereto. Contractual details for time and mileage, length of day, emergencies and other adjustments occurring from year-to-year and day-to-day require that priority be maintained in favor of City Schools. Services with buses scheduled to work for City Schools shall be provided first to City Schools as directed by the Office of Pupil Transportation and then to other customers of the contractor.

Buses: Contractors shall provide buses, as hereafter defined and specified, to service the requirements of each route in the route description. Among other requirements, buses shall meet bus specifications and timing requirements identified in this solicitation. Upon acceptance as a City Schools certified vehicle, these buses shall be assigned to routes and shall service the routes assigned by City Schools for the entire term of the agreement, unless maintenance requirements dictate replacement or repair. In the event of casualty of loss or should a contractor choose to replace the regularly assigned vehicle, the replacement vehicle shall be presented to City Schools for review and acceptance by City Schools for bus certification, have a chassis and body manufacturing date equal to or later than the bus being replaced, and have equivalent or enhanced specification of the bus being replaced. Each requirement shall be fulfilled PRIOR to placing the replacement vehicle into service for or on behalf of contracts with City Schools. No replacement vehicle shall be placed into service without consent of City Schools.

B. Assignment of Responsibilities by the Contractor

The assignment of this contract in whole or in part to successors, associated companies, or any other parties by the contractor for any reason is hereby specifically prohibited without the prior written approval of City Schools. The school bus contractor shall not assign the contract, in whole or in part, without the written consent of the Director of the Office of Materials Management or designee of the Director.

This does not prohibit the contractor from using another approved contractor, with City Schools consent, to provide transportation in the event of an emergency. The contractor shall provide notice of the use of a substitute contractor to the Director of the Office of Pupil Transportation on the day it occurs. An emergency event is defined as that event which has need for substitutions of one (1) day or less. Any contractor substitutions shall require the approval of the Director of the Office of Pupil Transportation. The Board, through the Director of Pupil Transportation, shall express said approval in writing. If a subcontractor is approved by the Director of the Office of Pupil Transportation, the primary contractor shall be fully responsible to the Board of School Commissioners for any acts and omissions of their subcontractors and of persons directly or indirectly employed by them. The subcontractor's buses shall adhere to the same requirements as the contractor's as detailed in these specifications, and final contract documents.

Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and the Board of School Commissioners. The substitute contractor cannot have been debarred from entering into any contract by any public entity.

C. Passengers

The contractor shall use the school buses that provide services under this solicitation to provide transportation to students assigned to the vehicle route description or a designated scheduled period, and to other persons designated by City Schools. Transportation or occupancy on the vehicle shall not be provided to any other persons, except as approved by City Schools. This paragraph shall not be construed to limit the use of the bus when the bus is not servicing City Schools' contract. The contractor may pursue other customer uses between and during City Schools designated period for so long as there is not concurrent servicing or occupancy of passengers and not interference with the assignment provided by City Schools. City Schools' contract shall take priority over all others at all times. During other contractor customer uses, contractor shall not in any way state specifically, or by inference or implication, that such use is at the allowance of, request of, or in operation of the contractual relationship between City Schools and the contractor. City Schools shall be held harmless and not deemed liable to any third party for any injury, damage or otherwise, for such other commercial or customer uses.

D. Route Designation

Route assignments, and time and mileage, thereby, are subject to change at the discretion of City Schools over the term of the service contract. City Schools shall designate bus stops and time schedules for vehicle operation. The contractor shall ensure that the vehicle operator does not unnecessarily deviate from the assigned route without the approval of City Schools. Route adjustments for increased or decreased miles and hours will be determined by the Director of the Office of Pupil Transportation or designee. The school calendar identifies the days that schools will be in session, including all scheduled early dismissals and late openings. The Board of School Commissioners reserves the right to modify schedules as it deems appropriate.

E. Spare Bus Requirements

The Contractor must maintain a minimum of one (1) approved spare bus of each bus type listed in Section 3.6(B) of this RFP. Each must be available for use when necessary.

F. Athletics Trips

The contractor understands and agrees that transportation it provides for City Schools Athletic Trips may require that the contractor transport City Schools students/passengers to multiple events/locations. The contractor shall not invoice the Board for multiple events/locations for transportation services that fall within the time and mileage limits of a single Athletic Trip, e.g. When two or more schools are picked up together to attend a single event because of the number of participants or when students at a school are picked up at the same time to attend events at more than one physical location.

G. Tobacco-free and alcohol/drug-free environment

The Board maintains a tobacco, alcohol and drug-free environment. This is to advise all proposers that school policy regarding the sale or use of tobacco, alcohol or drugs, in any form or related products, is prohibited in school buildings, or on school grounds at all times. The Office of Pupil Transportation guidelines also prohibit any use of tobacco, alcohol or drugs, in any form, on school buses while under contract to the Board.

Persons found to violate this policy will be required to remove the product in question and themselves from the school premises, and may be subject to other administrative or legal action.

The Contractor's employees or agents may not use any tobacco, alcohol, or controlled substances while providing the services under this solicitation. Tobacco consumption is prohibited on school buses. Contractor's employees or agents may not possess or use any alcoholic beverage or controlled dangerous substance, or use any other substance that may impair individual ability to perform any assigned duty, while working on a school bus, during the duty day, or during any period prior to engaging in employment activities when the alcoholic beverage, controlled dangerous substance, or other substance could in any way impair subsequent ability to perform any assigned duty.

Nothing in the previous sentence acts to modify the substantive and procedural requirements of the drug and alcohol testing program required by federal, state, or local laws or regulations, or City Schools' policies and procedures. Contractor may not permit others to possess or use any alcoholic beverage or controlled dangerous substance on a school bus. In addition to the Board's ability to exercise any of its rights for default, violation of this provision may subject the Contractor and/or its employees to other consequences pursuant to applicable law, including termination of the agreement.

3.4 SCHOOL BUS EQUIPMENT REGULATIONS

A. Contractor's equipment shall comply with all federal, state, and local laws and regulations, and as amended, and Board policies and procedures that relate to the performance of services under the contract documents. Said laws, regulations, policies and procedures include, but are not limited to, the following:

- United States Department of Transportation Code of Federal Regulations-Transportation ("CFR"), Title 49, Subtitle B,
- The Code of Maryland Regulations ("COMAR") 11.19.02 Maryland State Motor Vehicle Administration, (MVA) State Specifications, Title 11, Department of Transportation, Subtitle 19 Motor Vehicle Administration – School Vehicles,
- COMAR 13A.06.07, Maryland State Board of Education, Subtitle 06 Supporting Programs, Chapter 07 Student Transportation,
- City Schools' Pupil Transportation Procedures Manual and Board Policy.

B. Contractors shall only use buses that have been in service for **less than eight (8) years** for any services it renders to City Schools under this solicitation.

C. Grandfather clause for school bus age:

An exception is hereby granted for school buses that were originally sold to contractors by City Schools. These buses and only these buses will be allowed to complete their 12 year life cycle. Under NO circumstances will an exception be considered or granted beyond the 12 year COMAR requirement.

3.5 INSURANCE

If a contractor fails to comply strictly with the insurance requirements in this solicitation, the contractor's bid shall be considered non-responsive and therefore not susceptible for award. Certificates of insurance showing the proper insurance coverage is a requirement of the Bid Response package. This information will be kept on file in City Schools Office of Pupil Transportation and the City of Baltimore's Office of Risk Management. All Certificates of Insurance will be considered unacceptable if phrases such as "endeavor to and/or "failure to mail such notice shall impose no liability of any kind upon the insurance company, its agents or representatives" or any equivalent exculpatory or limiting language appears on the certificates.

Copies of the insurance policies clearly showing the issuance date and coverage in force shall be furnished to City Schools with the bid response. Any and all changes to the insurance policy during the contract term must be submitted for approval to City Schools Office of Pupil Transportation.

Failure to provide and continue to maintain the insurance coverage for the term of the contract shall be deemed a material breach of contract and may result in termination of the contract. The provisions of any insurance herein do not relieve the contractor of any responsibilities or obligations the contractor has assumed in the contract or for which the contractor may be liable by law or otherwise.

A.) The contractor shall be required to purchase and maintain the types of insurance described below:

1) Liability Insurance

The contractor shall provide and keep in force during the term of the contract, Automobile (motor vehicle) liability insurance, and Property Damage liability insurance, to protect pupils, employees, and the public. Should coverage be cancelled for any reason, City Schools reserves the right to suspend payment until coverage is re-instated, secure substitute service, the costs for which shall be borne by the contractor, or terminate the contract in whole or in part.

The limits of the liability insurance policy shall not be less than one million dollars (\$1,000,000.00) per individual injury or fatality. The contractor shall also carry property damage coverage in the amount of one hundred thousand dollars (\$100,000.00) per occurrence.

The contractor shall indemnify and hold harmless the Board and the Mayor and City Council of Baltimore City from any claims resulting from, or in the course of, the provision of transportation to assigned pupils on

City Schools' service including claims involving personal injury or property damage.

City Schools, the Mayor of Baltimore City, the City Council or any of their employees or authorized representatives, will not assume any liability resulting from any vehicular accident, driver negligence, or operational negligence, on the part of the contractor.

2) Insurance Offered Through the City of Baltimore's Office of Risk Management

In lieu of the Automobile Liability Insurance described above, Contractors may elect to participate in the coverage offered by the Baltimore City Office of Risk Management (the "City's Policy"). If elected, the Board shall obtain and keep in force during the term of this Contract, on behalf of those contractors electing to participate, business automobile liability for bodily injury and property damage to third parties in amounts to be determined by the Board from time to time on a per-accident basis for claims occurring during the term of the Contractors Agreement with the Board. The cost of the City's Policy is determined by the Office of Risk Management and the Contractor agrees to reimburse City Schools for the cost of the City's Policy. City Schools may deduct the cost of the City's Policy from any amounts owed the Contractor as a means of reimbursement. Contractor is still required to obtain property damage coverage in the amounts specified in section 3.5(A) (1) of this solicitation.

The contractor shall remain under the policy for a minimum period of one year commencing on the 1st day of October. The Contractor is required to notify City Schools at least forty-five (45) days in advance of October 1st of each year if it elects not to participate in the City's Policy. If the Contractor elects not to participate or discontinue coverage under the City's Policy, the Contractor must obtain liability insurance coverage that meets the requirements of that described in Section 3.5(A) (1).

The City's Policy shall not include automobile comprehensive, collision physical damage coverage, or general liability insurance.

The cost of this insurance will be deducted from each monthly invoice. As of the date of this RFP, the estimated cost of the City's Policy is \$15.50 per bus per day. The cost may rise at an estimated rate of 6% per year based on the average cost increase over the last five years, or may fluctuate due to other economic factors. Such cost and cost increases shall be borne by the contractor.

The contractor may arrange for additional automobile liability insurance coverage for times and uses not covered by this contract or for such additional amounts as the contractor deems appropriate to cover its interests. The Board and its agents and employees shall be held harmless and indemnified by the contractor for any damages, financial

loss, and/or injury arising out of the contractor's and/or his agents' operation of a bus not insured by the Board.

3) Workers Compensation Insurance

Contractors shall provide, at contractor's expense, Worker's Compensation insurance as required by the State of Maryland, as well as any similar coverage required for this work by applicable federal laws or the laws of other states.

In the event that Worker's Compensation insurance is not required by statute, contractor shall nonetheless provide Worker's Compensation insurance and benefits resulting there from not by way of limitation or exclusion. Contractor provided Worker's Compensation insurance shall insure all City Schools sponsored pre-service and in-service activities, and further insure for any other activity required or desirable related to acquisition or maintenance of bus personnel certification and ordinary operational activities and procedures.

In the event of cancellation, non-renewal or reduction, contractor shall provide written evidence from an alternative or original carrier of re-insurance without lapse of time or value. Said evidence of re-insurance shall be received by City Schools not less than fifteen (15) days prior to the expiration of the original insurance policy.

- B.) The Mayor and City Council of Baltimore (the "City"), the Board, and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers shall be covered, by endorsement, as additional insured as respect to liability arising out of activities performed or to be performed by or on behalf of the Contractor in connection with this Agreement.
- C.) The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit brought.
- D.) The Contractor's insurance coverage shall be primary. Any insurance and/or self-insured program maintained by the City or the Board and their respective elected/appointed, officials, employees, departments, agencies, agents and volunteers, shall not contribute with the Contractor's insurance or benefit the Contractor in any way.
- E.) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the City and the Board. There will be an exception for non-payment of premium, which requires ten (10) days notice of cancellation being given to the City and the Board.
- F.) Insurance is to be placed with insurers with a Best's rating of no less than A:VII, or, if not rated with Best's with minimum surpluses the equivalent of

Bests' surplus size VII and must be licensed/approved to do business in the State of Maryland.

- G.) The Contractor shall furnish the City and the Board's Director of Pupil Transportation, a "Certificate of Insurance" with a copy of the additional insured endorsement as verification that coverage is in force. The City and the Board reserve the right to require complete copies of Insurance policies at any time.
- H.) Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance as required may render this Agreement null and void; provided, however, that no act or omission of the City or the Board shall in any way limit modify or affect the obligations of Contractor under any provision of this Agreement.
- I.) Evidence of insurance described herein shall be forwarded to and received by City Schools (Director of the Office of Pupil Transportation) not less than thirty (30) days prior to the commencement of each fiscal year, running July 1st to June 30th.
- J.) After award of the contract, the following documents must be submitted to the Director of Pupil Transportation:
- Two (2) copies of a duly signed certificate of insurance showing all coverage and effective dates of the coverage. (Original in Bid Response package). One shall be forwarded to the City of Baltimore's Office of Risk Management.
 - A duly signed insurance policy or a duly signed duplicate copy of the insurance policy.
 - A duly signed endorsement(s) naming City Schools, the Mayor of Baltimore City and the Baltimore City Council as additionally insured.
- K.) Notwithstanding any of City Schools other rights and remedies, failure of the contractor to continue the required insurance documentation above will result in the withholding of all payments for service under this contract until all required insurance documentation has been provided, and may result in termination of the contract.
- L.) All reference to "re-insurance" shall be considered synonymous with "replacement insurance," and all reference to "auto casualty" shall be considered synonymous with "vehicle liability."

3.6 SCHOOL BUS EQUIPMENT SPECIFICATIONS

A. Adding a New Vehicle

Contractors must obtain written authorization of the Director of Pupil Transportation or his/her designee prior to adding new or used buses to their fleets that are operating under this contract.

B. School Bus Body

The buses Contractor uses for services rendered to the Board must meet the following Bus Body requirements:

- Type I buses shall have a minimum manufacturer rated capacity of 64 passengers.
- Type I wheelchair lift-equipped buses shall have a minimum manufacturer rated capacity of 42 passengers with a minimum of two (2) wheelchairs in a forward facing position.
- Type II buses shall have a minimum manufacturer rated capacity of 16 passengers.

C. Identification and Lettering

Buses under contract for service with the City Schools shall only be lettered in the following manner:

- Except as noted below, all lettering and numerals shall be painted in BLACK OR COMAR-APPROVED DECALS.
- b). School Bus Numbers: Bus identification numbers (to be assigned by City Schools) shall be six (6) inch block lettering with at least 3/4 inch stroke. Numbers shall be placed on both sides of the bus below the window line in two (2) locations on each side. Forward side numbers shall be located just after the front clearance lights. Rearward side numbers shall be located just forward of the rear clearance lights. Front numbers shall also be placed on the left and right front just under the windshield, and a rear number shall be centered on the rear emergency door.
- The following lettering items are required:

	Lettering Item	COMAR Reference
	USDOT Number, If Applicable	COMAR 11.19.02.20 C. (1)
	Address of Owner	COMAR 11.19.02.20 C. (2)
	Telephone Number of Owner	COMAR 11.19.02.20.C. (3)
	'STOP ON SIGNAL'	COMAR 11.19.02.20 C. (4)

- No contractor owned vehicle is allowed to display City Schools' name on the vehicle.
- The contractors' names shall be displayed below the side window line in accordance with COMAR 11.19.02.20.
- Contractors shall not allow buses being operated under this contract to service City Schools in any way while displaying any outward markings other than those described in this request for proposal, or those otherwise authorized by the Board. Such prohibited markings include, without limitation, the driver's name, banners, signs, flags, or party decorations.
- No Contractor operating under this contract shall allow the display of interior signs, banners, or decorations, including those that may interfere with the vision of the

school bus driver, or the safe operation of the school bus. Contractor's drivers who violate this clause will be subject to disciplinary action including suspension or removal from City Schools' service, and termination of the agreement.

- Contractors shall not allow buses being operated under this contract to service City Schools in any way while displaying any type of advertising signage on the inside or the outside of the vehicle. This clause shall not be construed to prohibit the Contractor from displaying its name, address, unit number, or other legally required lettering and/or numbering.

D. Left Side Swing out Stop Signs

All buses shall be equipped with front left side swing out stop signs. The white lettering and border shall be of high intensity reflector material.

E. Global Positioning System (GPS) and Mobile Data Terminals (MDTs) Units

The Contractor is required to permit the Board to install a Global Positioning System (GPS) tracking system and/or a mobile data terminal (MDT) unit on its buses. These GPS tracking systems and MDT units are not the property of the contractor. All installation, repair, maintenance, or other service of said equipment will be at no cost to the contractor. City Schools, through a City Schools approved vendor, shall perform all installation, repair, maintenance, or other service of the GPS tracking systems and MDT units. If the contractor is deemed negligent in the use of this equipment and the equipment is damaged and/or stolen, or other property damage or physical injury occurs because of the negligent use or misuse of this equipment, the contractor will be responsible for the full repair cost or replacement value, as appropriate and City Schools shall be held harmless with respect to any resulting injury or property damage. The Contractor, its employees, agents, or volunteers shall not disturb, or tamper with, the GPS tracking systems, the MDT units, or the related equipment and wiring necessary for the installation and operation of the aforementioned equipment.

F. Communications Equipment or Devices

All vehicles transporting students, whether handicapped or non-handicapped, to and from school, on field trips, activity trips, or between buildings programs, must be equipped with working FM digital two-way radio equipment. Additionally, cellular technology communication devices may be used. The radio equipment must be turned on and monitored by the driver whenever the buses are providing service to City Schools. The radio system must be adequate to provide effective communication between the contractor's operational office and any route school bus operating anywhere within the areas where the contractor receives route assignments. The contractor is responsible for the radio equipment being turned on and the volume set at a level that is audible to the driver.

G. Child Reminder System

The Contractor shall ensure that each school bus operating under this contract shall be equipped with an automatic system (System) which requires the school bus driver to go to the rear of the school bus and perform a physical action at, or near, the rear emergency door/window prior to leaving the school bus. The System shall be at least the operational equivalent of the Child Reminder System manufactured by CRS

Electronics or the Child Check-Mate System manufactured by Child Check-Mate Systems, Inc., and shall meet the following requirements:

- System shall sound an alarm horn if not deactivated within a timed period.
- System shall be activated by the eight-way light system or the application of the brake system.
- System shall not be capable of being bypassed by the driver.
- System shall use the rear emergency door handle or a push switch located by the rear emergency door as the means of deactivation.
- System shall not be capable of being deactivated until the ignition switch has been turned off.
- There shall be a visible indicator on, or in, the dashboard to remind the driver to check the bus for sleeping students.
- System shall turn on the interior lights upon activation.
- The time limit to check the bus before activation of the alarm system shall be adjustable relative to the capacity of the bus.
- System shall monitor all exits. The system shall not be capable of being bypassed by any means, including but not limited to, a key, dashboard area switch, having a student raise the emergency door handle or push a button, or by walking around the outside of the school bus and opening the rear door..
- System shall not be altered by vendor.

Pending compliance with the aforementioned Child Reminder System requirements and verification of said requirements by the Director of Transportation, whose approval shall be communicated in writing, the Contractor shall be permitted to use a system other than the Child Reminder System manufactured by CRS Electronics or the Child Check-Mate System manufactured by Child Check-Mate Systems, Inc. The Child Reminder System shall not replace the driver check procedure. In the event a child is left unattended on a bus due to the contractors failure to install or to maintain a Child Reminder System as required in this section, the contractor shall be deemed to be in default, and City Schools may exercise all available remedies for such default as specified in the contract documents, and as available under applicable law.

H. Video Monitors

The Contractor agrees to allow City Schools to, at its election, install video recording equipment in all or any buses operating under this Contract. All video recordings produced by the video monitoring systems constitute student records and shall be treated as confidential information by the Board as consistent with the Family Educational Rights and Privacy Act ("FERPA"), (20 U.S.C. 1232g et seq.; 34 CFR Part 99), and any other applicable federal, State, and local laws and regulations. The Contractor acknowledges the Board's responsibility under said laws and regulations, and shall comply with same. In addition, the following guidelines shall apply to all recordings taken by video recording systems used on City Schools' contract service:

- City Schools shall retain exclusive control of keys to video recording equipment.
- The Contractor shall not access or attempt to access the recording equipment or the recordings, or make copies of the recordings.
- All requests received by the Contractor from parents to view recordings must be submitted in writing to the City Schools Director of Pupil Transportation or his/her designee. The contractor shall not provide copies of the recordings to any person or entity.

- The contractor shall not release the recordings to any person or entity, including but not limited to media organizations.
- Notwithstanding its other available remedies, in the event that the Board incurs liability and is required to pay certain fees or damages by Order of a court of competent jurisdiction, as a result of the Contractor's violation of this section, the Contractor shall be responsible for reimbursing the Board for all such damages, fees, or expenses it incurs.

These Video Monitors are not the property of the contractor. All installation, repair, maintenance, or other service of said equipment will be at no cost to the contractor. City Schools, through a City Schools approved vendor, shall perform all installation, repair, maintenance, or other service of the Video Monitors. If the contractor is deemed negligent in the use of this equipment and the equipment is damaged and/or stolen, or other property damage or physical injury occurs because of the negligent use or misuse of this equipment, the contractor will be responsible for the full repair cost or replacement value, as appropriate, and City Schools shall be held harmless with respect to any resulting injury or property damage. The Contractor, its employees, agents, or volunteers shall not disturb, or tamper with, the Video Monitors, or the related equipment and wiring necessary for the installation and operation of the aforementioned equipment.

I. Structural Integrity and Visual Appearance

Each school bus used for transporting children under contract to City Schools shall comply with all provisions of these specifications and all applicable federal, State and local laws, regulations and Board policies and procedures.

The Contractor shall ensure the following:

- Each school bus shall be free from any structural defects, damage or hazards, including but not limited to, jagged or sharp edges or other structural defects, damage or hazards, that may lead to or cause injury to a passenger.
- Each school bus shall have all operational and safety systems in proper working order and shall be free from any defects which might lead to passenger injury.
- Each school bus shall be clean, both inside and out. Each school bus shall be free from excessive corrosion and the paint and reflectorization shall be maintained in good condition. Contractor agrees that the excessiveness of the corrosion and condition of the buses' paint and reflectorization shall be determined at the discretion of the Board. The interior shall be swept daily. The exterior of each school bus shall be kept clean and shall be washed on an as needed basis. In the event that the interior or exterior of any school bus operating under this contract is marked with graffiti or other markings, the vehicle shall be removed from service following the route sequence in which the markings are discovered. The vehicle shall remain out of service until such time as the markings are removed.
- Each school bus shall use the following window glass:

- Windows Glass Type - AS-2 or AS-3 laminated safety sheet glass is required for all side windows, doors, and rear windows. Tinted glass, with a performance standard of 28% light transmission is required for all passenger side windows.
- Each school bus shall have a minimum of six (6) side emergency push-out windows are required.
- Each school bus shall have two emergency double cradle type roof hatches/vents as required by COMAR 11.19.02.32.
- Each new school bus must be air conditioned in accordance with the following air conditioning system specifications:
 - Air Conditioning System Specifications:
 - BTU Rating: Not less than 120,000 BTU
 - Evaporators: Not Less Than Two interior evaporators, with at least one mounted in the front half and at least one mounted in the rear half of the bus.
 - Alternator Rated Capacity: Not Less Than 270 amps

3.7 SCHOOL BUS MAINTENANCE AND INSPECTION

A. Vehicle Certification and Condition

Throughout the term of the agreement between the Contractor and the Board, all school bus vehicles shall be maintained in good mechanical condition, be clean and sanitary, and be safe at all times in accordance with standards established by federal, state, and local, statutes and regulations, and Board policies and procedures, and administrative directives, throughout and as is consistent with ordinary practices for the maintenance of school buses.

Any and all components of the school bus vehicle are subject to review by City Schools. If after review City Schools determines an action is required on the part of the Contractor, the Contractor shall take immediate steps to address the action. If the Contractor fails to take immediate action, the Contractor may be found in default.

B. Vehicle Inspections

School bus inspections shall be conducted at the Office of Pupil Transportation maintenance facility. Inspections may be performed solely by City Schools, or jointly by Motor Vehicle Administration (MVA) inspectors and City Schools' Office of Pupil Transportation vehicle maintenance staff.

Scheduled periodic Inspections: Scheduled inspections shall occur on at least three (3) occasions during each year. These scheduled inspections are generally scheduled during late summer, fall, and spring of each year. School bus Contractors shall deliver and make school buses available for inspection to City Schools on dates, and at places and times determined by City Schools.

Spot Inspections: City Schools reserves the right to inspect any school bus for auditing and general inspection purposes, these inspections may be unannounced. The scope of a spot inspection may include those items normally reviewed during a scheduled periodic or a preventive maintenance inspection.

Inspection by Observation: Upon request, the Contractor shall allow City Schools' operational supervisors to observe conditions. These observations may or may not require contractor correction or closer inspection. Such inspection may be deemed necessary in the sole and absolute discretion of City Schools.

Inspection for Reasonable Cause: School bus Contractors shall be required to present school bus vehicles for inspection by City Schools or its authorized agent where City Schools has reason to believe that the vehicle is not in a safe, sound, clean or sanitary condition, or circumstances develop where it is in the best interest of City Schools to address an equipment condition issue.

Initial Acceptance Inspection: Vehicles that are being introduced to City Schools system for the first time shall be inspected at the initial acceptance inspection ("New Bus Inspection") and not at the regular inspection. Contractors must obtain authorization from the Director of Pupil Transportation or his/her designee prior to adding new or used buses to their fleets which are operating under this contract. Generally, a specific day, usually in August is assigned to review both new and used school bus vehicles that are being considered for service with City Schools for the first time. Additional New Bus Inspection dates shall be assigned and scheduled where warranted and where unanticipated events or opportunities for additional service requirements could not be anticipated, but performed so in the sole and absolute discretion of City Schools.

Documents shall also be reviewed as part of the New Bus Inspection. All documents related to the New Bus Inspection shall be received by the Office of Pupil Transportation the week prior to the scheduled time of inspection.

Prior to the New Bus Inspection, the school bus Contractor shall provide a copy of the following documents to City Schools for a new vehicle:

- The bus dealer's certification to be completed on a form provided by City Schools.
- The bus dealer's written certification to the effect that all seats and barriers in the bus are equipped with fire block, and Kevlar type, materials consistent with the requirements of all applicable federal, State and local laws, regulations and the Board's policies and procedures.
- Line setting sheet, or vehicle specification outline; and
- A copy of a Certificate of Origin.

In the case of "Used" (all must be no more than 7 years old) school bus equipment, the contractor shall present all documents demonstrating that the vehicle was originally registered in Maryland and accepted by the MVA for public school use.

C. Procedures and Actions

Scheduled Inspections: Buses that do not complete a scheduled inspection by the close of the periodic inspection timetable shall be taken out of service and shall remain so until the inspection of the vehicle has been rescheduled and successfully completed. City Schools' Office of Pupil Transportation vehicle maintenance staff shall not inspect any school bus vehicle at the August scheduled inspection absent the receipt of complete, appropriate and satisfactory preventive maintenance documents.

Other Inspections: The Contractor shall promptly correct or cause to be corrected within a prescribed time all defects or deficiencies reported to the Contractor upon inspection, and an authorized signatory shall, in writing, certify to City Schools that the required work has been completed. Written certifications shall be received by City Schools' Director of Pupil Transportation or his/her designee prior to use of the school bus to operate transportation for City Schools. Any school bus determined at an inspection or otherwise found to be for any reason unsafe shall be immediately removed from service and replaced with an approved certified school bus at contractor expense.

Failure of the contractor's buses to report to City Schools at the appointed time for these inspections requires that the Contractor to have the bus inspected by an outside MVA approved inspection facility at the Contractor's expense. These buses will be taken out of service and shall remain so until the inspection of the vehicle is complete.

3.8 TERMINAL FACILITIES AND EQUIPMENT STANDARDS

Each contractor operating route service under this contract must maintain terminal facilities within the boundaries of City Schools' core service area or within fifteen (15) minutes driving time of City Schools' service area boundary. Terminal facilities shall include: administrative offices, dispatch facilities with both land line and FM or digital two-way radio capabilities, e-mail and facsimile (fax) capabilities, overnight storage for the majority of the vehicles operated for the City Schools, storage of spare equipment, and repair facilities.

Contractors shall provide City Schools with a physical description of all terminal facilities to be used under this contract in their proposal and on an annual basis thereafter. This description must include:

- Address of Facility
- Amount of acreage at the facility
- Number and type of buildings on the property
- Type and capacity of fuel storage facilities
- Number of buses that can be housed in inside storage
- Number of buses that can be stored outside
- Photos of repair shop, parking facilities and offices

If the terminal facilities described have not been secured by signed purchase or lease agreement, at the time the bid is submitted, the Contractor shall present signed lease or purchase agreements to the Director of Pupil Transportation/designee at least 45 days prior to the start of the Contractors services. The submission of false or misleading information by a proposer shall

result in rejection of the bid, or the cancellation of any contract awarded as a result of a bid containing false or misleading information.

Each contractor shall provide senior terminal management, including the terminal safety director, with a means of immediate communication with City Schools' Office of Pupil Transportation while absent from the terminal office.

All terminals shall have the capability of sending and receiving information via e-mail and be able to access internet services via broadband internet connection.

City Schools may conduct unannounced visits anytime during the year to review the terminal facilities.

3.9 SCHOOL BUS PERSONNEL

A. Contractor Employees

All of Contractor's employees that shall be used to perform services pursuant to this solicitation are bus personnel. All bus personnel shall be employees of the contractor. Bus personnel include, but are not limited to, drivers and aides.

The school bus contractor is responsible for any and all income tax, social security, insurance, worker's compensation or unemployment insurance, employee benefits and financial or work place requirements related to employment of such individuals. Nothing in this agreement shall be construed that City Schools assumes the accountability, responsibility or liability for any of Contractor's employees, or for any other persons engaged by the contractor to support the operation of the vehicle.

Contractor must comply with the City of Baltimore's Living Wage Ordinance (Baltimore City Code, Article 5, Sec. 26-1 et seq.),

The contractor agrees to provide City Schools with documentation that indicates it has paid its employees a living wage in accordance with all applicable City, State or Federal Living Wage legislation and regulations. The contractor shall provide this documentation to City Schools on a quarterly basis.

B. School Bus Personnel Certification

The contractor shall provide the services of bus personnel qualified under all applicable federal, State and local laws, regulations and Board policies and procedures, including but not limited to those policies, procedures, standards, practices, and administrative positions of the United States Department of Transportation, the Maryland Motor Vehicle Administration, the Maryland State Department of Education (MSDE), and the Board that are in place at the time of the execution of the agreement and as modified, developed and implemented over the term of this agreement. School bus personnel performing student transportation related services shall provide such services pursuant to this solicitation, subject to the prior and continued certification by City Schools of the individuals for fitness, competence and qualification in accordance with the aforementioned laws, regulations, and Board policies and procedures. City Schools may disqualify (suspend or terminate) the certification of contractor employed bus personnel. Initial and continuous certification by City Schools shall be a condition on any initial or continued employment contract entered into between the contractor and contractor's bus

personnel. In no circumstance shall a Contractor use the services of bus personnel that are not qualified or in accordance with this section to perform the services required by this solicitation.

C. Other Personnel Requirements

As stated in preceding sections of this solicitation, the Contractor is required to ensure its bus personnel provide services in accordance with all applicable laws, regulations, and Board policies and procedures. The Board has outlined certain Contractor requirements, including but not limited to the following:

- The contractor and its school bus personnel shall be responsible for ensuring the safety of passengers, pedestrians, and other motorists.
- The contractor shall ensure that school bus personnel are familiar with and observe the highest possible standards of safe driving at all times and comply with all applicable federal, State and local laws, regulations and Board policies and procedures as they apply to the operation of school buses.
- Additional operational standards for school bus personnel are further described in the Baltimore City Public Schools Office of Pupil Transportation's School Bus Personnel Procedures Manual, which is given to and reviewed by school bus personnel as part of City Schools provided school bus personnel training. The contractor and school bus personnel shall perform the services required by this solicitation in compliance with the provisions of the Baltimore City Public Schools Office of Pupil Transportation's School Bus Personnel Procedures Manual. In addition, from time to time City Schools may communicate standards or directions to Contractors by way of written correspondence, e-mail, or verbally. These standards and directions are part of the Board's procedures and contractors are required to insure compliance with these standards.

D. Student Discipline

The school bus aide is responsible for reporting all incidents of unacceptable student conduct to the Office of Pupil Transportation and the school principal, using the City Schools' Incident Report Form. The Incident Report Forms are provided to bus personnel during the Pre-Service training, and will be made available to the contractor as needed. City Schools' copy and the Contractor copy of the form are to be submitted to the bus aide's dispatcher, who will forward the City Schools' copy to the City Schools' Office of Pupil Transportation within 24 hours. The bus aide will give the school's copy and the parent's copy of the form to the school administration. The Contractor or its employees shall not give parents copies of the Incident Report Form.

School bus personnel must exercise responsible supervision over transported students and maintain order on the school bus through the use of verbal instructions and submitted Incident Reports. In the event that school bus personnel are unable to control an incident of unacceptable student conduct and the conduct endangers a student(s), the operation of the school bus, the school bus personnel, other motorists, or pedestrians, the driver must contact his/her dispatcher via the two-way radio system and request assistance from Baltimore City police. The driver or his/her dispatcher also must notify City Schools' Office of Pupil Transportation safety and training staff.

Each contractor awarded route service under this contract must familiarize all bus personnel operating under this contract with City Schools' procedures for discipline of transported students and make all bus personnel familiar with their responsibilities under these procedures.

School bus personnel shall not eject or remove any student from a school bus en route for any infraction of disciplinary rules, nor shall any driver dismiss or eject any student from a school bus at any school for disciplinary reasons. This clause does not preclude removal of a student from a school bus by a school administrator who is authorized to remove a student from a route, or by a City Schools' police officer, or authorized City Schools employees. School bus personnel or any contractor's employee violating this section will be subject to disqualification, suspension, or exclusion from City Schools' service.

The Contractor, the Contractor's school bus personnel, or any other employees of the contractor does not have the authority to suspend transportation privileges of a student. A student may not be denied transportation to school unless the driver has been notified by the school principal or the Office of Pupil Transportation that the student has been suspended from transportation service. Any driver who refuses to transport an authorized student shall be removed from the route and may be prevented from rendering service to City Schools.

All incidents where suspended students attempt to board buses must be reported to the school principal on the City School's Incident Report Form.

If school bus personnel suspect that a student boarding or riding on his/her bus is not an authorized rider, is not a legitimate student at that school, or is an adult, the school bus personnel shall contact his/her dispatcher and request that a school administrator meet the bus upon arrival at school. If the suspected unauthorized rider becomes disruptive or appears to be engaged in threatening, improper or illegal activities, the driver must immediately contact his/her dispatcher and request assistance from the Baltimore City School Police and the Office of Pupil Transportation's safety and training staff.

City Schools expects that the school bus personnel should be able to safely perform his/her job responsibilities in an atmosphere that is free from sexual, racial, or physical harassment by any student. School bus personnel experiencing such harassment by a student(s) shall immediately report the incident or activity to the school principal on the City Schools' Incident Report Form, and continue to report all further incidents in writing on the form. A copy of the Incident Report shall be sent to the contractor. The driver shall inform his/her dispatcher, safety director, and other appropriate company officials of the incident, in addition to submitting to the contractor and the City Schools' copies of the form. The Contractor shall inform the Office of Pupil Transportation Safety and Training Manager of the incident immediately, and provide a copy of the Incident Report. City Schools will address all reports of harassment of school bus personnel by a student(s) in compliance with the Board's policies and procedures on student discipline, and racial or sexual harassment.

In instances involving special education students or students with special needs or disabilities, any behavior exhibited may be directly related to the diagnosis that qualifies the student as such. In these instances, City Schools' disciplinary actions will be subject to the rights of the student under all applicable federal, state, and local laws and

regulations, including but not limited to, the Individuals with Disabilities Education Act (IDEA) 20 U.S.C. 1400 et seq. In such instances, if City Schools is unable to discipline the student, the Contractor may remove its employees from the route and assign other bus personnel to the route.

The discussion of the student discipline policies and procedures above serves as notice to the Contractor of said policies and procedures. These policies and procedures will also be discussed in City Schools' bus personnel training.

E. Personnel Training and Safety Meetings

In-Service Training: While performing services pursuant to this solicitation, the Contractor and its bus personnel must successfully complete all City Schools trainings, as well as any required by applicable law or regulation, each year before providing services pursuant to this solicitation. The Contractor shall ensure that its terminal and safety manager along with all school bus personnel attend periodic training meetings as required and sponsored by City Schools. Contractors agree that its bus personnel shall participate in a minimum of (6) hours of training per year for drivers, and two (2) hours of training per year for aides. These training sessions may include, but are not limited to, trainings related to student or personnel matters, or investigations related to performance of student transportation services, preventable accident remediation sessions, and meetings with school administrators, parents, City Schools' transportation office personnel or students to discuss student behavior management or other issues. In addition, school bus personnel shall attend any additional training sessions and/or meetings, including those in excess of the aforementioned minimums, as City Schools may require during the term of the contract. .

Pre-Service Training:

Pre-service training is provided by City Schools. Certification by City Schools of school bus personnel is contingent upon successful completion of required pre-service training. The Contractor agrees that its bus personnel shall successfully complete City Schools trainings, as well as those required by any applicable law or regulation, before the Contractor begins performing services pursuant to this solicitation, including but not limited to, the pre-service classroom training and behind-the-wheel training as outlined in COMAR 13A.06.07.

Safety Meetings: Contractor's bus personnel shall also be required to attend those safety meetings sponsored and conducted by City Schools.

F. General Certification Requirements

The Contractor shall ensure that all bus personnel, including but not limited to, its school bus drivers and aides, meet the certification requirements as outlined in all applicable federal, State, and local laws and regulations, and in the Board's policies and procedures. These requirements include, but are not limited to, attendance at all City Schools and Contractor sponsored training meetings, timely driver submission to and passing of any required physical examination, background check and registration on the contractor's roster submission to City Schools. All school bus drivers shall possess a valid Commercial Drivers License, Class A or B, with a Passenger Endorsement and School Bus Endorsement. School bus drivers must comply with the requirements of the

U.S. DOT drug and alcohol testing program as detailed in the Code of Federal Regulations, Title 49, Subtitle B.

G. Written Personnel Roster

The Contractor shall submit a written roster listing bus personnel to City Schools on a monthly basis, or as otherwise required by City Schools. The roster shall identify the individual's full name, license number, social security number and other items as requested by City Schools. The Contractor's submission of the roster constitutes an affirmation by the Contractor to City Schools that the bus personnel included therein meet all of the requirements set forth in this solicitation, and by any applicable law, regulation, or City Schools policies and procedures, necessary to perform services for the Board pursuant to this solicitation. All criminal background checks will be conducted by City Schools. A copy of the results will be sent to the contractor.

H. Physical Examination

In no event shall a school bus Contractor assign school bus personnel to perform services pursuant to this solicitation that have not passed a current and valid U.S. DOT physical examination as detailed in the Code of Federal Regulations, Title 49, Subtitle B.

School bus drivers are subject to full compliance with U.S. DOT and Maryland Motor Vehicle Administration physical condition requirements. Maryland's physical examination requirements are detailed in COMAR 11.19.05. All drivers shall pass the yearly physical examination during the time period running from June 1 - August 30 (summer renewal). Drivers that have passed the physical examination subsequent to the summer renewal date shall renew the physical during the next summer renewal period, regardless of the initial physical date.

Contractors shall provide City Schools with a complete copy of all documentation establishing that its drivers have completed and passed their annual physicals, which includes the portion of this documentation that is ultimately maintained in the possession of the school bus driver. Copies of said documentation are due to City Schools before the bus personnel are assigned to perform under this solicitation.

I. Drug and Alcohol Testing

City Schools will be responsible for the administration of the federal Drug & Alcohol Testing Program. The contractor's school bus drivers are subject to drug and alcohol testing as required by applicable laws and regulations, including without limitation U.S. DOT regulations in Code of Federal Regulations, Title 49, Subtitle B, Maryland State Board of Education regulations in COMAR 13A.06.07, and the Board's policies and procedures.

It is a requirement for each contractor to perform pre-employment drug and alcohol testing on its bus personnel before the contractor begins providing services to City Schools. The Contractor shall provide all test results to City Schools prior to driver training.

Upon request of the Board, Contractors shall submit reports and make records available for the Board to evaluate the Contractor's performance under the terms of this

solicitation. The purpose of such an evaluation is for the Board to ensure the contractor's compliance with any aspect of this solicitation.

J. Motor Vehicle, Criminal, and Drug and Alcohol Test Records

The ability of Contractor to provide services to City Schools is contingent on City Schools' initial and continuous satisfactory review of the bus personnel's motor vehicle record, criminal records, and drug and alcohol test records by City Schools. Any employment agreement between the contractor and employees shall include an authorization statement from the employee or prospective employee permitting City Schools to acquire, review and evaluate motor vehicle, criminal, and drug and alcohol test records, and include a waiver permitting City Schools to share acquired information obtained by City Schools with Contractors. Notwithstanding the requirements of this section, the Contractor is still responsible for ensuring its bus personnel are performing services in compliance with this solicitation, and any applicable federal, State or local law, regulation, or Board policies and procedures.

K. School Bus Aides

In addition to the above personnel requirements stated in this solicitation, the Contractor shall provide school bus aides (who are also bus personnel) in accordance with City Schools' requirements. City Schools shall determine its requirement for school bus aides in connection with these services and shall communicate its requirements to the Contractor.

L. School Bus Aides Duties and Responsibilities

The school bus aide shall have general, duties and responsibilities, including but not limited to, the following:

- Help maintain order during loading and unloading of the bus;
- Assist the school bus driver to maintain discipline and ensure a safe environment on the school bus for passengers;
- Report and record all inappropriate behavior, injuries, accidents, and incidents involving students, using the City Schools' Incident Report form;
- Assist student passengers with tasks that the students may not be able to perform, including but not limited to negotiating school bus steps, aisles or rows of seats, and the fastening of seat belts;
- Ensure that students who must be transported with Child Safety Restraint System equipment, or other equipment, are transported using the specified equipment.
- Become familiar with and act upon the special requirements of each child;
- While the school bus vehicle is in motion, the bus aide is to be seated behind or adjacent to the last occupied row of seats on the school bus, unless the bus aides duties and responsibilities require otherwise;
- Although the school bus driver retains responsibility for post-trip vehicle inspections of the interior of the school bus, the bus aide is to inspect the interior of the vehicle to be certain that all passengers have left the vehicle, that no personal property has been left behind, and that the condition of the interior remains undamaged;
- Maintain all bus files related to students served by the bus;

- Operate a lift, related equipment and securing devices for disabled students or mobility-impaired students;
- Any other duty related to the management, care or safety provision of student passengers.

If a post-trip inspection determines that a student was left unattended on a school bus, the driver and aide shall no longer provide services to City Schools pursuant to this contract.

M. Administrative and Supervisory Personnel

1. Bus Terminal Manager

- The contractor shall provide a terminal manager who shall be available at the bus lot site, or in the service area.
- The terminal manager shall be on duty and be accessible to City Schools staff on all school days commencing one-half hour prior to the time of the first scheduled bus departure in the morning and for one-half hour subsequent to the last bus arrival at the contractor's facility in the evening for regular routes. Additional terminal manager time may be necessary to service summer school activities, other activities, and field trips. The terminal manager shall be on duty any time that buses are in the service of City Schools, including but not limited to, those instances where a request for bus services originates from the transportation division or from an individual City Schools' school for a field trip. In addition, the terminal manager shall be available during the summer, as City Schools requires, in order to prepare for the start of the next school year.
- The terminal manager shall have full authority to make timely decisions to act on behalf of the Contractor in order to maintain the continuity of Contractor's services pursuant to this solicitation. The terminal manager shall have authority to make decisions that include, but are not limited to, addressing all requirements needed to service accidents and breakdowns, bus and personnel substitution, maintenance scheduling, service changes and instructions, administrative meetings, dispatch and service coordination, and daily person to person contact with bus personnel.
- The terminal manager shall be qualified as a supervisor under the meaning of the term in U.S. DOT drug and alcohol testing regulations in the Code of Federal Regulations, Title 49, Subtitle B.
- This provision does not require that the terminal manager needs to be one person. The terminal manager may have additional duties as long as Contractor is able to perform its obligations pursuant to this solicitation.
- The terminal manager or his designee is required to attend the monthly contractors' meeting scheduled by City Schools.

2. Safety Manager

- The contractor shall provide a safety manager whose responsibility shall be to develop, monitor, implement, and manage the Bus Contractor's safety program. The

safety program shall address proper procedures for performing services under this solicitation, including but not limited to discussions on rendering first aid and/or CPR, addressing the needs of special-needs children, and procedures keeping order on a bus.

- The safety manager shall perform not less than two(2) on board observation of all regular and substitute drivers and aides twice during the regular school year and report the observation to the Office of Pupil Transportation Safety and Training Manager on a written form provided by City Schools. The form is due to City Schools within 30 days subsequent to completion of the safety manager's observation. The onboard observation shall not be less than one hour in duration per individual observation. The safety manager shall have authority to supervise the bus personnel, and correct and instruct the bus personnel on proper procedures.
- The safety manager shall conduct five annual safety meetings, which shall be a minimum of one hour, for all of Contractor's bus personnel. Meetings shall be evenly scheduled over the course of the school year. A copy of a written outline of the topics discussed at the safety meeting is to be provided to the City Schools and is to be received by the City Schools not less than two (2) weeks prior to the scheduled time of a safety meeting. The meeting outlines must be approved by City Schools. City Schools may from time to time participate in Contractor's safety meetings as a presenter, or direct that certain content be addressed. The safety manager shall in writing certify that all of Contractor's bus personnel have attended meetings sponsored by the contractor.
- The safety manager shall be fully qualified as a school bus driver. The safety manager shall be qualified as a supervisor under the meaning of the term in U.S.DOT drug and alcohol testing regulations in the Code of Federal Regulations, Title 49, Subtitle B.
- This provision does not require that the safety manager needs to be one person. The safety manager may have additional duties as long as Contractor is able to perform its obligations pursuant to this solicitation

N. Disciplinary Actions

The school bus Contractor is responsible for taking all disciplinary actions required against school bus personnel (which includes, but is not limited to, bus drivers and bus aides), and all such actions and the Contractor's response to such actions shall be a part of the evaluation process of contractor's performance. Nothing in this section shall provide school bus personnel with any remedy or appeal to City Schools for Contractor actions.

Notwithstanding the other provisions of this solicitation, a disciplinary action against Contractor's bus personnel or conduct on the part of the bus personnel that is not in compliance with the terms of this solicitation may require City Schools to prevent the bus personnel from performing services for City Schools.

3.10 OPERATIONAL REPORTS

This section provides a non-inclusive list of reports related to providing services for student transportation under this solicitation. The Contractor shall be required to provide

these reports to City Schools. These reports will be reviewed with the bus personnel during the bus personnel training. Blank report forms will be provided to the contractor as need. City Schools reserves the right to modify the content required in these reports and require additional reports from the Contractor as it deems necessary. Whether required or not as indicated in the descriptions below, the Contractor shall furnish City Schools with copies of any reports when they are requested.

- Behind-the-Wheel Observation: This report summarizes supervisory observation of operator performance. The form is provided by City Schools. Contractors are required to perform a behind-the-wheel observation of each driver at a minimum of two times per year. Observation requirements noted in these specifications shall be reported by use of this form, or a City Schools' approved equivalent. Written reports shall be mailed to City Schools by the contractor not less than five days subsequent to the observation date.
- Incident Report Form: Bus personnel are required to report student discipline matters to City Schools Office of Pupil Transportation and the school principal using the City Schools provided Incident Report Form.
- Accident Report: In the event of a vehicular accident while performing service pursuant to this solicitation, the school bus driver must immediately notify his/her dispatcher. The dispatcher must immediately contact the Office of Pupil Transportation's safety and training staff and the principal(s) of the schools affected, and report the route involved, school(s) impacted, location of the accident, and any known details of the accident. City Schools provided accident reports, signed by the operator, shall be filed with City Schools as soon as practicable, but not later than the close-of-business on the day of the accident or the close of the next business day when the accident occurs after 3:00 p.m. All accidents should be called into the Office of Pupil Transportation within an hour of the time of the accident. The Driver must report to the Safety Office located at 1210 E. 20th Street with the Accident Report in hand.
- Seating Charts: The contractor shall prepare, maintain and update a chart describing student seat assignments on the bus. The original of each chart is to be maintained at the principal place of business of the contractor. A copy shall be on the vehicle servicing the route.
- Student Attendance Reports: The contractor shall maintain a written attendance report for each door-to-door bus route and shall denote the attendance, and the pick-up and drop-off times of every student assigned to the route.
- Bus Evacuation Drill: As directed by City Schools, the contractor shall conduct emergency school bus evacuation drills twice per school year for all students in grades kindergarten through twelve. Following completion of each evacuation drill, the contractor shall submit to the Office of Pupil Transportation a written listing of the route identification number, and the date, time, and place of the evacuation drill.

3.11 PAYMENT FOR SERVICES

A. Invoice Submission

It is the contractor's responsibility to submit a monthly invoice to the Office of Pupil Transportation on or before the fifth business day of each month.

- Terms on invoices will be NET 15 days from either the receipt of the invoice or the date on the invoice.
- After the discovery of any disputed amounts, City Schools will contact the vendor within 5 business days to resolve disputed amounts.
- Overages in time and mileage will only be reimbursed if the overage is equal to or greater than ten (10) minutes and/or one (1) mile in increments of 10 minutes or 1 mile.
- Fuel price adjustment will be listed as a separate line item on the invoice in accordance with the procedure described below in 3.11. E

B. Associated Costs

Payment for all costs associated with the operation of the buses will be the sole responsibility of the contractor.

C. Start Up

A yearly startup payment of \$1,400.00 per bus will be paid to each contractor for each of its scheduled routes at the beginning of the school year. The price adjustment methodology detailed in Section 3.11 (D) of this RFP shall be applied to the yearly startup payments for years two through five of the contract.

D. Price Adjustment Clause

In order to protect the interest of the Board of School Commissioners and to provide the contractor a reasonable basis for bidding, a price adjustment feature is hereby incorporated into the specifications and contract documents and shall be binding on the contractor and the Board of School Commissioners. A price adjustment of up to 2.5 % will be awarded for the second year on the contract anniversary date, and each year thereafter, on the anniversary date pending a review of factors which include, but are not limited to, the Consumer Price Index (CPI) for the Baltimore/Washington area for public and private transportation, increase/decrease in the Maryland State grant for transportation, local funding, and information supplied by the contractors' verifying operational cost increases. Contractor agrees that the price adjustment may result in an increase or decrease in the amount paid to the Contractor, depending on the Board's analysis of the aforementioned factors.

The Director of Pupil Transportation and the Procurement Officer will advise all contractors of the price adjustment clause percentage increase or decrease by the 15th of July prior to the start of the next school year. The contractor hereby agrees to accept payments adjusted in this manner as full compensation for services delivered.

E. Fuel Adjustment Clause

The Contractor will be granted an allowance for the adjustment of fuel pricing. The amount of the allowance will be set on the first day of the Contract period and evaluated each month using the Central Atlantic DOE (PADD 1B) diesel per gallon price index. As

of **April 30, 2012**, the Central Atlantic DOE index price was **(\$4.22/gal)**. This shall be the reference point for fuel pricing for services rendered under this specification.

A price adjustment of one (1) cent will be made to the Contractor's per mile fee if there is an increase or decrease of more than six (6) cents per gallon in the cost of fuel. This price adjustment shall show as a separate line item on the Contractor's invoice. The formula will be the total miles driven, divided by 6, times the increase or decrease from the reference point. The increase or decrease from the reference point will be the difference between the **April 30, 2012** rate and the rate of the Central Atlantic DOE index first published in the month in which the services are provided.

F. Garnishments

Without acting to limit other remedies available to City Schools, in the event that City Schools is requested by the contractor to make direct payments to a contractor's creditors, or if City Schools is required to so direct payment by garnishment or tax lien, a service charge of \$50 per payment or part payment shall be assessed and deducted from payments due the contractor. This fee shall not apply where the proceeds assignment represents a regular proceeds assignment for the full amount of funds due the contractor to a secured financial institution creditor or Performance Bond Surety of the contractor, not the result of execution by Court proceeding. In all other instances, should the Contractor request that assignment of payment to a third party, not a party to the agreement, such an assignment must be consented to in writing by City Schools prior to any such assignment or payment to the requested assignee.

3.12 LEGAL COMPLIANCE

A. Legal Compliance

It shall be the contractor's sole responsibility to ensure that it performs its obligations set forth in the contract documents in accordance with all applicable federal, State, and local laws, regulations, and Board policies and procedures which relate to said performance. If the contractor fails to maintain compliance with said requirements the Contractor shall be in default.

B. Indemnification

The Contractor shall defend, indemnify, and hold harmless the Mayor and City Council of Baltimore (the "City"), the Board and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the City, the Board and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Contractor or its employees, agents, or volunteers.

C. Severability

The provisions of the agreement are severable. If any paragraph, section, sub-section, sentence, clause, or phrase of the agreement is for any reason held to be contrary to

any rule or regulation having a force and effect of law, such decision shall not affect the remaining portions of the agreement.

D. Omission of specifications

The omission by City Schools of any specification or details of any specification which would normally apply to the equipment or service stated herein, shall not relieve the proposer from fulfilling those required specifications needed to provide the service best suited to the intended purpose of this contract.

3.13 DEFAULT AND REMEDIES

A. Performance

Performance by the contractor under this Agreement shall be subject at all times to the review and approval of City Schools. City Schools may terminate the agreement, in whole or in part, if the Contractor fails to fulfill its obligations under this solicitation properly and on time, or otherwise violates any provision of the contract. Examples of circumstances where the Board may exercise its termination rights include but are not limited to, inadequate performance or violation of a law, regulation or Board policy or procedure by the contractor or an agent of the contractor. In addition to any other available remedies, City Schools may exercise any of the following in the event of default:

- **Contract Termination:** Transportation service contracts may be immediately terminated, in whole or in part, by City Schools at the sole and absolute discretion of City Schools.
- **Alternative Suspension:** Transportation service contracts may be suspended, in whole or in part, for an alleged violation of provisions as an alternative to termination, which shall be determined in the sole and absolute discretion of City Schools. During the term of the suspension, City Schools shall conduct an investigation of the events that lead to the suspension, shall assign Contractor's obligations to another contractor, and shall suspend payment to the current Contractor. The suspension period shall begin on the date of notification, or as otherwise described in writing.
- **Payment Suspension:** City Schools may withhold payment, in whole or in part, to the contractor in its sole and absolute discretion.
- **Damages:** If termination or suspension procedures are implemented against the school bus contractor by City Schools, the contractor may be held responsible to City Schools for the additional expenses it incurs in procuring an alternative contractor.

City Schools shall notify the vendor of the actions that constitute a default, any remedies City Schools intends to exercise, and any remedial action the vendor must take. Such notice shall be in writing and mailed to the contractor by certified U.S. mail, hand delivered, or any other acceptable means of delivery, prior to the effective date of action by City Schools.

The remedies noted above are not exclusive and any election on the part of City Schools not to exercise the remedies set forth above shall not be construed as a waiver of its rights provided in this section, the contract documents, or those afforded by law.

B. Failure to Perform Required Service

In the event that the Contractor fails to perform, or is unable to perform, in whole or in part, its obligations as required under this solicitation, City Schools shall have the right to reassign any portion or all of the service to other carriers. In the event that the reassignment results in increased costs to City Schools, the contractor shall be required to reimburse the City Schools for the difference between the original contract (bid) cost and the cost of the reassigned service. This provision does not serve to limit any other rights or remedies available to City Schools.

C. Responsibility for Reimbursement

In the event that City Schools suffers economic loss or indebtedness by reason of the contractor's violation of any applicable federal, state or local laws, or regulations, City School's policies and/or guidelines, these specifications, or the failure of the contractor to perform to contract standards, the contractor shall be required to reimburse the Board for all costs, including but not limited to, any fines or legal fees incurred by City Schools, the school or the organization. This provision does not serve to limit any other rights or remedies available to City Schools.

D. Contractor Complaint Resolution

Contractors will be required to directly and promptly (within 24 hours) remediate all problems and complaints submitted by City Schools Office of Pupil Transportation. Said problems and complaints shall be submitted via a centralized system. City Schools shall maintain a software platform that must be accessed by the successful proposer(s). The successful proposer(s), as such, must maintain a broadband internet connection at its dispatch center, and must outline such specifications for its dispatch units as part of its City Schools response.

E. Failure to Supply Required Equipment

If the contractor is unable to supply a school bus of the size and/or type that meets the requirements of these Specifications for the routes awarded, the contractor shall be deemed in default and the affected route(s) shall be reassigned to another vendor with available equipment of the size and/or type required to service the route(s). In the event that the reassignment of route(s) results in increased costs to City Schools, the Contractor shall be required to reimburse City Schools for the difference between the original contract (bid) cost and the cost of the reassigned service. This provision does not serve to limit any other rights or remedies available to City Schools.

F. Termination for Convenience

The Board reserves the right to terminate this agreement at any time, without any liability, upon thirty (30) days prior written notice to contractor provided that contractor shall be compensated for services rendered prior to the date of termination.

G. Appropriations Clause

If the State of Maryland or local government fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal year, the contract shall be canceled automatically as of the beginning of the fiscal year for which the funds were not appropriated or otherwise made available. The effect of termination of the contract hereunder will be to discharge both City Schools and the contractor from future performance of the contract, but not from their rights and obligations existing at the time of termination. The contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the contract. City Schools shall notify the contractor as soon as it has knowledge funds may not be available for the continuation of this contract for each succeeding fiscal period beyond the first. However, this will not affect either City Schools' rights or the contractor's rights under any other termination clause in this contract.

H. Authority to Declare Contractor in Default

Notwithstanding City Schools' rights pursuant to other sections of this solicitation or applicable law, City Schools shall, at its discretion, have the authority to declare the contractor in default of the terms of this contract, including but not limited to the following actions or events:

- a) The contractor becomes insolvent.
- b) The contractor makes an assignment of the interest in this contract for the benefit of creditors without the written permission of City Schools.
- c) The contractor makes an assignment of the interest in this contract to a purchaser without the written permission of City Schools.
- d) A voluntary or involuntary petition of bankruptcy is filed by or against the contractor.
- e) The contractor refuses to accept assigned service awarded under this contract.
- f) A receiver or receivers are appointed to assume control of the affairs and/or property of the contractor.

I. Liquidated Damages

In the event the Contractor fails to perform the obligations below, which are required under this agreement, the Contractor shall be liable for liquidated damages for each occurrence of the performance failure(s) in the amounts expressed below:

- a. Failure to perform any or all portions of a route or trip assigned by City Schools 1/2 of the daily rate for a morning breach on that route or trip and 1/2 of the daily rate for an afternoon breach of that route or trip
- b. Failure to ensure that students disembark at their assigned schools prior to the bus departing \$100.00 / per student
- c. Failure to ensure that students are not left on the bus following the completion of the route \$100.00 / per student
- d. Failure to notify City Schools of a bus accident immediately \$100.00
- e. Failure to send a driver for required post accident or scheduled random drug and alcohol testing \$200.00
- f. Failure to submit timely and proper documentation as required \$200.00
- g. Making an unauthorized stop while providing City Schools' service \$100.00
- h. Transporting an unauthorized person..... \$400.00
- i. Use of school bus driver not certified by City Schools \$500.00
- j. Use of school bus aide not certified by City Schools \$250.00

- k. Failure of driver to produce valid license and/or DOT physical card\$100.00
- l. Use of a school bus not approved by City Schools..... \$500.00
- m. Smoking tobacco products on a school bus \$50.00
- n. Late bus arrival (exceeding ten (10) minutes) at schools where the reason for the delay is not accepted by City Schools (Acceptable reasons include: traffic congestion, road closures, increment weather, accidents and bus incidents).....\$50.00
- o. Failure to present a school bus at the inspection on the bus' scheduled inspection date\$100.00
- p. Inspection failure requiring the removal of tags, or other conditions warranting the removal of tags\$100.00
- q. Any route that is returned for any reason with less than 30 days notice \$1,000.00
- r. Inspection failures – Major - more than two (2) per inspection as determined by the guidelines established by Maryland LEA fleet managers, the Motor Vehicle Administration and the Maryland State Department of Education..... \$200.00

One or more of these liquidated damages may apply at any one time. Damages will not be imposed for situations beyond the control of the contractor. Situations that are beyond the control of the Contractor include, but are not limited to, accidents, unusual traffic jams, road construction, weather oriented delays, and schedule conflicts authorized by City Schools. Liquidated damage amounts will be deducted from regularly scheduled payments, if any, due the Contractor.

The listing of occurrences above is not to be construed as a limitation on available remedies or a limit on the type of offenses that may result in sanctions or actions on Contract by City Schools against the contractor. In no event shall the liquidated damages assessed exceed 20% of the total value of the contract.

PART II: GENERAL TERMS AND CONDITIONS

1.0 STATEMENT OF CONFIDENTIALITY

It is understood and agreed that all information pertinent to this solicitation may contain trade secrets, which are confidential and proprietary. The selected vendor agrees not to disclose or knowingly use any confidential or proprietary information of the Baltimore City Public Schools and/or third party participant.

Proposal submissions are subject to the Maryland Public Information Act (Education Article, Maryland Annotated Code, §10-611, et seq.). In accordance with the Act, certain information is subject to public disclosure. Please be advised that should you deem any portion of your proposal as confidential or proprietary, it must be conspicuously indicated on those portions so deemed. However, and in accordance with the Act, you are hereby notified that every portion may still be subject to disclosure under the Act.

2.0 TERM OF AGREEMENT

The anticipated term of this contract shall be for five years from July 1, 2013 through June 30, 2018.

3.0 PRE-PROPOSAL MEETING

A pre-proposal meeting is scheduled for **Thursday, May 31, 2012 at 10:00am**, 200 E. North Avenue, Baltimore, MD 21202, Room **301**.

While attendance at the pre-proposal meeting is not mandatory, the information presented is informative. All interested Offerors are encouraged to attend in order to be better able to prepare an acceptable proposal.

4.0 QUESTIONS AND INQUIRIES

No interpretation of the meaning of the specifications or other documents will be made to any Supplier orally. Questions shall be submitted in writing to the Point of Contact (see Part II, § 5.0). To be given consideration, the questions must be received **NOT LATER THAN Monday June 4, 2012**. Questions that are deemed to be substantive in nature will be answered only in writing, with both the question(s) and answer(s) being posted on www.emarylandmarketplace.com.

5.0 POINT OF CONTACT

John Egerton, Buyer
Baltimore City Public Schools
Office of Materials Management
200 E. North Avenue
Baltimore, MD 21202
Phone: 443-984-3389
E-mail: jegerton@bcps.k12.md.us

6.0 CONTRACT MONITOR/CITY SCHOOLS SUPERVISION

For purposes of this contract, the Contract Monitor (also referred to as the Project Manager) is the Director of Pupil Transportation.

The Contractor's performance will be under the technical direction of the Contract Monitor/Project Manager who will be responsible for ensuring contractor's compliance with the requirements of this contract to include managing the daily activities of the contract, providing technical guidance to the contract, and overall project scheduling and coordination. The contractor shall be accountable to the Project Manager on all matters relating to the scope of work.

7.0 CONTRACT TYPE

The contract resulting from this solicitation will be a fixed-price contract with annual price adjustments and fuel cost adjustments as outlined in the price escalation clauses (Part I, 3.11 D and E)

8.0 PAYMENT TERMS

The Contractor shall submit an invoice detailing the services provided and the actual costs incurred. Payment shall be in accordance with line item price on the Purchase Order and made within 30 days after the date on the invoice.

City Schools reserves the right to reduce or withhold contract payment in the event the Contractor does not provide the Department with all required deliverables within the timeframe specified in the contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the contract.

9.0 RFP REVISIONS

Should it become necessary to revise any part of this RFP, addenda will be posted on www.emarylandmarketplace.com. All addenda, amendments or changes issued shall be deemed received by offeror provided they are posted to eMaryland Marketplace or the City Schools website. Failure of any offeror to receive or acknowledge receipt of such addenda or interpretation shall not relieve any offeror from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

10.0 SUBMISSION DEADLINE

In order to be eligible for consideration, proposals must be received at City Schools Office of Materials Management no later than **11:00am Thursday June 14, 2012 in Room 401**. Vendors mailing proposals shall allow sufficient carrier delivery time to ensure timely receipt of their proposal in the Office of Materials Management (Room 401) prior to the deadline. Any proposal received in the Office of Materials Management after the submission deadline, **no matter what the reason**, will be returned unopened. Delivery to the City Schools' mailroom, lobby, etc. shall not constitute delivery to the Office of Materials Management located in Room 401.

11.0 PROPOSAL OPENING

RFP Proposals are not opened publicly, but in the presence of at least two City School employees. Once the proposals are opened, the Procurement Officer will prepare a document that summarizes the proposals received. This document will be available for inspection after the Intent to Award letter is issued.

12.0 DURATION OF OFFER

A proposal submitted in response to this solicitation is binding upon the Offeror and is considered irrevocable for a minimum of **120 days** following the closing date for receipt of initial proposals or the closing date for receipt of a best and final offer, if applicable.

13.0 MINORITY & WOMEN BUSINESS ENTERPRISE PROGRAM

A waiver has been granted for this solicitation.

14.0 E- COMMERCE

eMaryland Marketplace (www.emarylandmarketplace.com) is the primary site for Baltimore City Public Schools to transmit solicitations over \$25,000. This website also serves to publish any addenda, associated materials, proposer/offeror questions and City Schools' responses, and other solicitation related information.

Notices of solicitations are also posted on our website www.baltimorecityschools.org, local newspapers, and in accordance with State Finance and Procurement Article 13-103 Competitive Sealed Bids, Article 13-104 Competitive Sealed Proposals, and Article 13-107 Sole Source Procurements.

The newly enacted eMaryland Marketplace law became effective on June 1, 2008 and requires units of State government, including those otherwise exempt from State procurement law, and all local government entities, to publish **notices** of procurement and procurement **awards** on the State's e-commerce website eMaryland Marketplace (eMM).

All offerors are required to register with eMaryland Marketplace, so that the award notice can be properly published.

15.0 INSURANCE

All offerors shall complete and sign the attached Certificate of Insurance with their technical proposal per the attached insurance requirement form (See Appendix G).

16.0 LIQUIDATED DAMAGES

In the event that vendor fails to perform according to the contract specifications listed above in the Scope of Services, City Schools may assess liquidated damages as detailed above in the Part I, 3.13(I).

17.0 CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE

It is the responsibility of the Consultant to make certain that its employees, agents, volunteers, and contractors who have contact with students be fingerprinted and have a background check in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code.

A. Employees Having Direct Contact with Students:

Any and all current and future employees of Consultant who have direct contact with students must have a criminal background check and fingerprinting conducted by the Human Resources Department of the City Schools before beginning work in a City School. Previous background checks will not be accepted. The fee for the background check shall be paid by the Consultant by check or money order at the time the fingerprinting is performed. No employee can begin work in a City School until results have been received. Violation of this provision may result in Termination for Cause.

B. Employees Do Not Have Direct Contact With Students:

Employees of Consultant who will be placed in a City School but will not have direct contact with students must have on record a Criminal Justice Information Service (CJIS) and NCIC background checks. Copies of the background checks must be forwarded to the Contract Monitor before services can commence. Every two years the Consultant shall submit copies of background checks to the Contract Monitor. Should any employee be flagged during the term of this agreement, the Consultant shall contact the Contract Monitor within 24 hours of notification. Violation of this provision may result in Termination for Cause.

C. Employment of Child Sex Offenders:

The Consultant shall at all times be compliant with the Criminal Procedure Article of Annotated Code of Maryland Section 11-722 that states that a person who enters a contract with a County Board of Education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registered child sex offender. If a registered child sex offender is employed by the Consultant, the Consultant is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any City Schools property. Violation of this provision may result in Termination for Cause.

18.0 LIVING WAGE

During the term of the contract resulting from this solicitation the awarded vendor(s) shall pay its employees a Living Wage in accordance with Baltimore City Living Wage legislation and regulations. The City's current Living Wage can be obtained by going to <http://www.baltimorecity.gov/Government/BoardsandCommissions/OfficeofCivilRightsandWageEnforcement/WageCommission/Programs.aspx> or by contacting the Baltimore Wage Commission at 410-396-4835.

The award amount of the contract resulting from this solicitation cannot be increased for the vendor's failure to factor into its proposal any future increases in the Living Wage rates in effect at the time of this solicitation during the initial contract term.

19.0 BONDING

All bids shall be accompanied by a bid bond in the amount of \$3000.00 in the form of a certified or cashier's check, treasurer's check, U.S. Postal Money Order, or a bid bond made payable to Baltimore City Public Schools or the equivalent in cash, or otherwise supplied in a form satisfactory to the CFO. Failure to submit the bid bond, as required, will deem the bid non-responsive.

Bid bonds will be returned to unsuccessful offerors upon the award of the solicitation and successful offerors upon complete execution of the contract(s) and the meeting of bond requirements as applicable.

Non-performance by a successful offeror, or its failure to execute the agreement or meet requirements within thirty (30) working days after award, shall result in the bid bond being forfeited to the City Schools as liquidated damages, as required by the City Schools Administrative Regulations.

20.0 TERMS AND CONDITIONS

Any contract entered into in connection with this solicitation shall be subject to these General Terms and Conditions except as otherwise modified herein.

It shall be the Contractor's sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. City Schools shall bear no responsibility for monitoring the Contractor's compliance with said legal requirements. If the Contractor fails to maintain legal compliance, City Schools may find said Contractor in default.

In the event of conflict between the General Terms and Conditions and any part or portion of the Special Conditions (Appendix A), these General Conditions shall take precedence.

In the event of conflict between this solicitation any of the General Terms and Conditions proposed by any offeror, or incorporated in any acknowledgement of contract awarded to the successful offeror, then, and in such event, the terms and conditions stated herein shall take precedence unless modified in writing by the Director of Materials Management, Baltimore City Public Schools.

21.0 BALTIMORE CITY'S YOUTHWORKS PROGRAM

The City of Baltimore has promulgated an Executive Order regarding the Baltimore City YouthWorks program which is designed to assist youth between the ages of 14 and 21. All contractors, consultants, vendors etc. are encouraged to employ skilled and qualified Baltimore City youth between the ages of 14-21 who meet the job-ready status, as defined by the Baltimore City's Youth Works Program. There is no cost to the offerors but you are required to complete and submit the single page form located in Appendix H along with your bid submission. Failure to submit the information at the time requested may be cause to have your proposal rejected.

PART III: PROPOSAL FORMAT

1.0 GENERAL FORMAT – TWO - PART SUBMISSION

- A. Offerors shall submit **in separate sealed envelopes** the following;
- Volume I - Technical Proposal
 - Volume II - Financial proposal

Each envelop shall comprise the following:

1. The Technical proposal shall include One (1) original (so labeled) and **five (5)** copies in a sealed envelope clearly labeled "Technical Proposal". An electronic version of the Technical Proposal shall also be submitted with the original. Electronic media must be a CD or USB and shall bear a label on the outside containing the RFP number and name as well as the name of the Offeror and the words Volume I: Technical Proposal.
2. The Financial proposal shall include One (1) original (so labeled) and **one (1)** copy in a sealed envelope clearly labeled "Financial Proposal".

- B. Each envelope and the outside of each package shall, in addition, be labeled with the following:

1. The Offeror's name and business address.
2. The due date/time for receipt of proposals.
3. The Title of the RFP and RFP number

2.0 VOLUME I: TECHNICAL PROPOSAL FORMAT

Each proposal must include a table of contents and all pages in the technical proposal must be numbered, consecutively from beginning to end and separated by tabs as described below:

TAB A. TRANSMITTAL LETTER

Technical proposals are to be accompanied by a brief transmittal letter prepared on the Offeror's letterhead, and signed by an individual who is authorized to commit the Offeror to the services and requirements in the RFP and proposal. This transmittal letter shall include:

1. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the Offeror to the contract, who will receive all official notices concerning this RFP.
2. The Offeror's Federal Tax Identification Number or Social Security Number.
3. A brief statement of the Offeror's understanding of the work to be done, the commitment to perform the work within the time period, and a

statement of why the firm believes it is best qualified to perform the engagement.

4. A statement that the proposal is a firm and irrevocable offer for a period of one-hundred twenty (120) days.
5. Acknowledgement of all Addenda to this RFP

TAB B. TABLE OF CONTENTS

TAB C. EXPERIENCE AND CAPABILITIES

Offeror shall provide information on past and current experience with rendering services similar in size and scope to those in this RFP. This description shall include:

1. Summary of the services offered including the number of years the Offeror provided these services; the number of clients and geographic locations the Offeror currently serves, etc. and has served; and if a past customer, why the Offeror is no longer providing services;
2. Organizational chart of the Offeror showing the major components of the unit(s) that will be performing the requirements of this contract; where the management of this contract will fall within the organization; and what resources will be available to support this contract in primary, secondary and back-up roles.
3. Name all key personnel who will perform work under this contract and include each individual's resume (including terminal manager, maintenance manager, safety manger and office manager). Include work history, educational background and indicate the proposed role/function of each individual.
4. At least five (5) recent references from its customers who are capable of documenting the following: a) the Offeror's ability to manage similar contracts, b) the quality and breadth of services provided by the Offeror under similar contracts (See Appendix C).

TAB D. FISCAL INTEGRITY/FINANCIAL STATEMENTS

1. The Offeror shall include in its proposal, completed audited financial statements including the auditor's notes, for its last two fiscal years. If the Offeror has not had its financial statements audited by an independent accounting firm, the Offeror must submit such un-audited financial statements as it has. Some acceptable methods include but are not limited to one or more of the following:
 - a. Recently audited (or best available) financial statements
 - b. Dunn and Bradstreet Rating
 - c. Standard and Poor's Rating
 - d. Lines of credit
 - e. Evidence of a successful financial track record

- f. Evidence of adequate working capital
- 2. Offeror shall identify any claims during the past five (5) years and provide information on any pending litigation, lawsuits etc. The failure to provide accurate information may be determined to be a material breach of any future agreement or contract with City Schools.
- 3. Offeror shall submit a State of Maryland Certificate of Good Standing or other filing verifying the offeror is in Good Standing with the Department of Assessments and Taxation of Maryland. Certificates of Status may be obtained on line at <http://www.dat.state.md.us>.

TAB E. TECHNICAL RESPONSE TO RFP SCOPE OF WORK

The Offeror shall address prior operational record, 5 year safety record, supply plan for the equipment, school bus personnel, and terminal facilities.

TAB F. FORMS

- 1. Certificate of Status (State of Maryland Certificate of Good Standing with the Department of Assessments and Taxation)
- 2. Completed Non-Collusion Certificate (Notarized) (Appendix D)
- 3. Completed Debarment Affidavit (Notarized) (Appendix E)
- 4. Completed Anti-Bribery Affidavit (Notarized) (Appendix F)
- 5. Completed Certificate of Insurance (Appendix G)
- 6. Completed W9 available at: www.irs.gov/pub/irs-pdf/fw9.pdf
- 7. Completed Baltimore City's Youthworks (Appendix H)
- 8. Bid Bond

TAB G. ELECTRONIC MEDIA

3.0 VOLUME II: FINANCIAL PROPOSAL

- A. Offerors shall enter all price information on Appendix I, "Financial Proposal Form" and submit it under a separate sealed cover as described in Part III, Section 1.0.

PART IV: EVALUATION AND SELECTION PROCEDURE

1.0 EVALUATION COMMITTEE

- A. Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. The contract resulting from this RFP will be awarded to the Offeror whose proposal is the most advantageous to City Schools, considering price and technical factors set forth herein.
- B. The Evaluation Committee will make the final determination about acceptability of proposals.

2.0 EVALUATION PROCESS

- A. The committee will evaluate each technical proposal using the evaluation criteria set forth below. As part of this evaluation, the Committee may hold discussions with all qualified Offerors. Discussions may be conducted via teleconference or may take the form of questions to be answered by the Offerors and conducted by mail, E-mail, or facsimile transmission at the discretion of City Schools. During the evaluation process, the committee may request technical assistance from any source.
- B. Following the completion of the technical evaluation of all Offerors' technical proposals, including any discussions, the committee will rank each qualified Offeror's technical proposal.
- C. The cost proposal of each qualified proposal will be distributed to the Evaluation Committee following the completion of the technical evaluation. The cost proposals will not be distributed to the committee until the technical evaluation is completed. The Committee will determine total costs of the proposals in order to establish a financial ranking of the proposals from lowest to highest.
- D. The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Offerors in any manner deemed necessary to serve the best interests of the City Schools and the Board of School Commissioners.
- E. Offerors may be asked to make an oral presentation to the Evaluation Committee. The purpose of the oral presentation is to provide an opportunity for the Offeror to clarify its proposal submission and substantiate proposal representation. The oral presentation is a part of the technical evaluation.
- F. If it is determined to be in the best interest of City Schools, the City Schools may invite Offerors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.
- G. The Committee will recommend the Offeror whose overall proposal provides the most advantageous offer To City Schools considering both price and technical factors set forth in this RFP. The technical proposal will be afforded more weight than the financial proposal.

3.0 EVALUATION CRITERIA

The Evaluation committee will evaluate the technical proposals using the following criteria below. The committee shall determine which proposals have the basic requirements of the RFP and shall have the authority to determine whether any deviation from the requirements of the RFP is substantial in nature. The committee may reject in whole or in part any and all proposals and waive minor irregularities.

- A. Approach to satisfying requirements
- B. Offeror's experience and capabilities/references
- C. Fiscal Integrity/Financial Stability

PART V: APPENDICES



APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR RFP'S

These Terms and Conditions shall apply unless otherwise noted in General Terms and Conditions attached to individual bid request. It shall be the Contractor's sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. City Schools shall bear no responsibility for monitoring the Contractor's compliance with said legal requirements. If the Contractor fails to maintain legal compliance, City Schools may find said Contractor in default.

a) REQUEST FOR PROPOSALS (RFP)

- a. DIRECTIONS: Baltimore City Public Schools (City Schools) invites all interested and qualified vendors to submit proposals to this RFP in accordance with directions specified in the attached General Terms and Conditions and these Special Terms and Conditions.
- b. DEFINITIONS: For the purpose and clarity of this document only, "City Schools" will mean Baltimore City Public Schools and/or the Baltimore City Board of School Commissioners. "Board" shall mean the Baltimore City Board of School Commissioners. Also, for the purpose and clarity of this document, "Vendor" will mean any reliable and interested broker, vendor, contractor, and/or manufacturer that want to respond to this RFP.

2. GENERAL REQUIREMENTS

- a. AUTHORIZED DEALERS: Only authorized dealers may submit a proposal on requested equipment. At the discretion of City Schools, a certificate, executed by the manufacturer, may be requested stating that the Vendor is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.
- b. INSPECTIONS: City Schools reserves the right to have inspectors on the premises of the manufacturer during the process of manufacture of any products being furnished under this RFP for as long as may be considered necessary by City Schools. All expenses of the inspectors shall be borne by City Schools. The presence of the inspectors at the site of manufacture of the products shall not relieve the Awarded Vendor of responsibility for faulty workmanship of materials that may be discovered at any time after delivery and prior to final acceptance in accordance with the specifications. In case of factory inspection of items being manufactured for City Schools, every facility shall be afforded inspectors by the manufacturers for the pursuance of their work.
- c. TYPES OF PURCHASES: These specifications are intended to cover the various types of purchases of equipment, materials, supplies, or services as shown to any or to each of the various public schools, offices, or to any designated warehouse or warehouses in Baltimore City, Maryland, whichever is specified, in quantities to be determined subsequent to the award. There are approximately 200 schools and offices in City

Schools.

- d. **SINGLE PRICE:** Unless otherwise specified in the General Terms and Conditions attached to this RFP, the Vendor will not be allowed to offer more than one price on each item even though the vendor may feel that it has two or more types or styles that will meet specifications. Vendor must determine which to offer. If said Vendor should submit more than one price on any item, all prices for that item will be rejected.
- e. **AGGREGATE BIDS:** Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the City Schools. When an aggregate bid is requested, the unit prices for each item shall be identified in the response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid or a combination of items will be permitted except as noted in the General Terms and Conditions.
- f. **MINIMUM REQUIREMENTS:** Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Vendor shall call said conflict to the attention of the City Schools Director of Materials Management for a decision before proceeding with any work.
- g. **USE OF BRAND NAMES:** Brand names and model numbers are offered as a reference for Vendors as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted to be the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of the City Schools.
- h. **PRODUCT OFFERED BY THE VENDOR:** The product offered by the Vendor shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the Vendor shall offer to City Schools a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.
- i. **COMPLIANCE WITH SPECIFICATIONS:** The Vendor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications, as decided by the Director of Materials Management. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful Vendor, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to City Schools, which would provide sufficient data to enable City Schools to judge the Vendor's compliance with the specifications.
- j. **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Vendor, in writing, as an attachment to the response. The absence

of a written list of specification deviations attached to the response will hold the Vendor strictly accountable to City Schools to the specification as written. Any deviation by the Awarded Vendor from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.

- k. SUB-CONTRACTORS: The Awarded Vendor shall give its constant personal attention to the faithful execution of this contract, shall keep the same under its own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of the City Schools. The Awarded Vendor shall provide the name of the sub-contractor(s) it intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the specifications and/or the Director of Materials Management Department or his or her designee. The information may be used in considering the potential performance capabilities of the sub-contractor(s). The Awarded Vendor shall not, without prior written consent of City Schools, assign any of the monies payable under the contract.
- l. COOPERATIVE PURCHASING: The City Schools reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the Awarded Proposer(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Awarded Proposer. City Schools does not assume any responsibility other than to obtain pricing for the specifications provided.

- m. E-COMMERCE: City Schools has entered into an agreement with K12Buy, a third party provider of an e-commerce system through which all materials and supplies are ordered. The Awarded Vendor shall provide and maintain an electronic catalog of all applicable supplies and materials during the term of this contract. The Awarded Vendor shall complete an agreement with K12Buy and pay a fee of 1.5 percent of sales made via the K12Buy system. **(Not Applicable)**

3. PRICES

- a. **UNIT PRICES:** Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the RFP. All unit prices on items shall be completed on the proposal sheet(s). A NO BID notation must be completed for each item not being bid. In case of error in extension of prices in the proposal response, the unit price shall govern.
- b. **UNITS OF MEASURE:** Wherever City Schools indicates the unit of measure required and the Vendor's price is based on a different unit of measure, it shall be at the sole discretion of City Schools to determine whether the Vendor's price will be recalculated. City Schools will not accept any proposals with Vendor escalator clauses, unbalanced figures, or irregular features.
- c. **DELIVERY CHARGES:** All prices shall include all delivery charges.
- d. **CASH DISCOUNTS:** Cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, are to be included in the bid price.
- e. **PRICE REDUCTIONS:** City Schools reserves the right to accept price reductions from the Awarded Vendor during the term of this contract to occur no less than thirty (30) days from the approval of the contract.
- f. **TAXES:** City Schools is exempt from the payment of the Maryland Sales Tax (Tax Exempt Number 30002539) and Federal Excise Tax (Tax Identification Number 52-2064-235). Prices quoted shall not include State Sales and Use Tax or Federal Excise Tax. Exemption certificates will be furnished upon request.

4. ITEM DELIVERY

- a. **GENERAL DELIVERY REQUIREMENTS:** All materials, supplies, and equipment for City Schools shall be delivered F.O.B. Destination. All deliveries must be inside the building. Delivery hours shall be Monday through Friday with the exception of holidays, to offices - between **8:30 a.m. and 3:30 p.m.**; to schools – between **9:00 a.m. and 2:30 p.m.** The Awarded Vendor(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc., from the premises after delivery and set up of any furniture and equipment. Drivers must be bonded, have a clean driving record and have the appropriate training to handle hazardous items. Vendor will have the ability (including all applicable permits and licenses) to handle all types of shipments ranging from letters to multi-carton shipments, including bulky and fragile items. Delivery must include a current MSDS for each hazardous chemical or chemical compound delivered or used by the Vendor at a City Schools worksite. The Awarded Vendor shall be liable for the full replacement value of any delivery item lost or damaged.
- b. **SPECIAL DELIVERY INSTRUCTIONS:** Special Instructions for delivery dates, delivery of heavy equipment, materials or machinery requiring special handling, to schools/sites under construction and/or renovation, or refrigerated goods will be defined in General Terms and Conditions.

- c. **PACKING:** All materials must be securely packed in accordance with accepted trade practices. City Schools Purchase Order number must be plainly visible on the exterior of each container. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information: Purchase Order Number, Vendor Name, Name of the Article, Item Number, Quantity, and Delivery Location (Example: ABC Elementary School Library). Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.
- d. **SAFETY REQUIREMENTS:** The Awarded Vendor shall provide all equipment and machinery furnished and delivered to City Schools complying with the Safety regulations as required by OSHA and the Maryland State Safety Health Act known as MOSHA. The Vendor shall sign the safety section, if attached in the proposal response, certifying that the regulations for the type of equipment furnished shall meet all regulations applying to this type equipment meeting the CFR-1910 MOSHA Standard. The Vendor shall submit Material Safety Data Sheets (MSDS) for all items awarded to that vendor provided under the terms of this proposal in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the vendor must submit MSDS sheets to: Baltimore City Public Schools, Director of Facilities, 200 E. North Avenue, Room 407, Baltimore, Maryland 21202.
- e. **LIQUIDATED DAMAGES:** In the event the Awarded Proposer fails to deliver the goods or services of the contract in accordance with the specifications, City Schools reserves the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of City Schools. All additional expenses incurred by City Schools as a result of such purchases will be deducted from the monies owed or monies that may become due the Vendor.

5. GUARANTEE AND WARRANTIES

- a. **GENERAL REQUIREMENTS:** Payment shall be based upon acceptance of goods or services by City Schools. Vendor expressly warrants that: (a). The merchandise to be furnished and services performed will be free from defects in material and workmanship and will be in full conformity with the specifications, drawings, representation, or sample; that this warranty shall survive acceptance and payment of the merchandise; and that the Vendor will bear the cost of inspection of all goods and services rejected. (b). The Vendor hereby provides a warranty of authorization as to all goods and services. (c). The goods or services furnished must be or have been mined, manufactured, or produced in full compliance with at least the minimum conditions required under the Fair Labor Standards Act of 1938, as amended, and all other applicable local state and federal laws, rules, and regulations to include Department of Transportation (DOT), Food and Drug Administration (FDA) regulations, and the Equal Opportunity Clause contained in Executive Order 11246, as amended. If applicable to the goods or services purchased herein, vendor must also be in full compliance with the Workplace Hazardous Materials Information System (WHMIS) legislation and maintain a written Hazard Communication Plan.
- b. Awarded Vendor, its employees, agents, volunteers, and contractors who may have contact with students must be in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code. All costs thereof shall be borne by the Vendor.

- c. **GUARANTEE PERIOD:** The Vendor shall unconditionally guarantee all services, materials, and workmanship of all furniture, goods, and equipment furnished by it for a period of one year from the date of acceptance, i.e., delivery and installation, unless a longer period of warranty is specified in the General Terms and Conditions attached to the RFP.
- d. **FURNITURE AND EQUIPMENT:** If, within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of City Schools are due to faulty design and installation, workmanship or materials, upon notification, the Vendor, at its expense, shall repair or adjust the equipment or parts to correct the condition, or it shall replace the part or entire unit to the complete satisfaction of City Schools. These repairs and/or replacements shall be made at such times as will be designated by City Schools to avoid any interruption to the instructional programs.
- e. **OFFICE EQUIPMENT:** Vendor agrees to provide on-site service of equipment within eight (8) hours of notification by school system personnel. Loaner equipment shall be supplied; free of charge, during the warranty period if the office equipment cannot be repaired within three (3) working days.
- f. **OTHER EQUIPMENT:** Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to General Terms and Conditions for requirements on specific equipment.
- g. **MANUFACTURER'S AGENT:** The Vendor shall act as the manufacturer's agent for all warranty claims.

6. MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES PARTICIPATION

- a. **PARTICIPATION REQUIREMENT:** All suppliers shall comply with the requirements of Article 5, Subtitle 28 et seq. of the Baltimore City Code, as amended from time to time, pertaining to Minority and Women's Business Enterprises (MBE/WBE Requirements). The enforcement and interpretation of the MBE/WBE Requirements is vested in the Board.
- b. **BOARD POLICY:** It is the policy of the Board that maximum feasible opportunity will be provided to certify Minority and Women Business Enterprises to participate in the performance of Board contracts for goods and services needed by the Board. The general goal of the Board is that in contracts valued at \$25,000 or more, the Vendor subcontract a given percentage to certified Minority Business Enterprises ("MBE") and a given percentage of the total contract price to Women Business Enterprises ("WBE").
- c. **REQUIRED FORMS:** Interested Vendors must complete the MBE and WBE Vendor Information and Utilization Forms attached to the bid request and submit it as directed.
- d. **MBE AND WBE PARTICIPATION REVIEW:** The Director of Materials Management will deliver the proposer's completed MBE and WBE Proposer Information and Utilization Forms to the MBE/WBE Liaison to review on behalf of the Board to determine whether the firms listed by the interested Proposer are certified MBE/WBE firms, whether the percentage of MBE/WBE participation is in compliance, and whether the interested Proposer has attained the Board's MBE/WBE goals. The MBE/WBE Liaison will submit their findings and any recommendations to the Board for their review and approval. The

Board may accept, reject, or modify any findings or recommendations of the M/WBE Liaison.

- e. **BOARD EXCEPTIONS, WAIVERS AND REDUCTIONS:** The Board may grant such exceptions, waivers, and reduction in the MBE/WBE goals as it deems to be in the best interest of the City Schools. The Board, in its capacity as the contracting authority, may also grant exceptions and waivers with respect to the MBE/WBE requirements as it deems appropriate.
- f. **FAILURE TO COMPLY:** A Vendor's failure to comply fully with these requirements constitutes a breach of any Agreement and entitles the Board, at its option, to terminate the Agreement immediately upon delivery of written notice of termination to the Company. A Vendor that fails to comply with any provision pertaining to MBE/WBE requirements, including, but not limited to, the failure to provide required information to demonstrate compliance with MBE/WBE requirements, is subject to any and all of the following penalties: suspension of contract; withholding of funds; rescission of contract based on material breach; refusal to accept a bid; disqualification (debarment) of a Vendor, contractor or other business from eligibility for providing goods or services to the Board for a period not to exceed two years; or payment of liquidated damages.

7. BONDING

- a **BID BONDS:** Bid Bonds may be required. Refer to General Terms and Conditions.

8. PROPOSAL SUBMISSION

- a **KNOWLEDGE OF TERMS AND CONDITIONS:** Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal response. Failure to do so will be at the Vendor's own risk and Vendor cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of Vendors.
- b **SUBMISSION:** Proposals must be delivered to the Materials Management Office, 200 E. North Avenue, Room 401, Baltimore, Maryland 21202. Vendors must submit technical and cost proposals as specified in the General Terms and Conditions. Vendors shall retain one (1) copy of the proposal for their files. Proposals must be signed and submitted by an authorized representative of the company. Each Vendor may attach a letter of explanation to the proposal, if so desired (or required), to provide an explanation of any detail(s) in the proposal. This letter may not be used to offer optional or alternative proposals or pricing.
- c **FORMAT:** Signed proposals must be delivered in sealed, opaque envelopes and clearly marked on the outside with: Name of Vendor, Due Date, RFP Number and Title. City Schools shall not accept any facsimile transmission to agents, representatives or employees as meeting the requirement of the Proposal. A facsimile document shall not be considered a valid response to the RFP.
- d **VENDOR ADDRESS:** Each proposal must show the full business address, telephone number, and fax number of the Vendor and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the proposal and contract,

including Notice of Award, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the proposal in the absence of written instructions from the Vendor to the contrary.

- e PARTNERSHIPS: Proposals by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.
- f CORPORATIONS: Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the proposal as agent shall file satisfactory evidence of authorization to do so.
- g CERTIFICATES AND AFFIDAVITS: All Vendors shall be required to complete the certificates and/or affidavits that are incorporated into the General Terms and conditions of this RFP. Such documents are required by local, state, or federal funding agencies of City Schools as part of the bidding process. The documents may include: Anti-Bribery Affidavit, Debarment Certificate, Sales Tax Certification, Minority Business Enterprise affidavit, Small Business Enterprise affidavit, and when applicable, Asbestos Free Certification.
- h SAMPLES: When indicated in the General Terms and Conditions, a properly tagged sample and descriptive data shall be submitted to the address specified no later than the date specified in the Schedule of Events included in the General Terms and Conditions. The tag on the sample shall indicate the item number, the name of the company submitting the sample, and the RFP number. City Schools will not be responsible for any samples not picked up within 30 days of the notification of Vendors to do so. Samples may be retained by City Schools until Vendors are notified to remove them. Vendors agree that City Schools will incur no liability for samples that are damaged, destroyed, lost, or consumed in testing processes. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.
- i SPECIAL SAMPLES WITH CERTIFIED APPROVAL: Some successful Vendors shall be required to submit two (2) samples of each product awarded with an affidavit stating that the chemical composition of the sample submitted is identical with the composition tested prior to the proposal and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product or products requested. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.
- j PROPOSAL PREPARATION FEES: City Schools will not be responsible for any costs incurred by a Vendor in preparing and submitting a proposal response.
- k PROPOSAL EVALUATION Proposal responses will be evaluated for compliance with detailed specifications. The specifications shall vary with each individual RFP issued, and the award shall be made in accordance with the General Terms and Conditions. Consideration will be given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Vendor, and the ability of the Vendor to perform satisfactorily. Evaluation may also be made for other factors, such as

serviceability, functional suitability, workmanship, safety in use, and overall product quality, where acceptability may be determined on the basis of professional judgment and educational application. City Schools will consider the Vendor's record and performance of any prior contracts with City Schools, federal departments or agencies, or with other public bodies.

- I RECOMMENDATION OF AWARD: Recommendation of an award of a contract will be made to the Board in accordance with the General Terms and Conditions.
- m RIGHT TO PROTEST: Any proposer or offeror who responds to a solicitation and is aggrieved in connection with the solicitation or notice of intent to award a contract may protest to the Director. The protest shall be submitted, in writing, to the Director within five (5) business days after the basis for protest is known or should have been known, whichever is earlier in accordance with the provisions of the City Schools Administrative Regulations visible on the City Schools web site www.baltimorecityschools.org.
- n CONTRACT TERM: The Vendor shall refer to the General Terms and Conditions attached to the RFP for details regarding the Term of Contract for this solicitation.
- o COMMENCEMENT OF SERVICES: City Schools shall have no obligation to pay for services performed before the Board approves the contract or after it ends. City Schools shall have no obligation to pay for services in excess of the monetary amount of the award. City Schools shall have no obligation to pay for services before a purchase order is issued.

9. ADDENDA

- a. INQUIRIES: No interpretation of the meaning of the specification or other documents will be made to any Supplier orally. To be given consideration, inquiries must be received as outlined in Part II Item 4.0. Unless otherwise specified in the General Terms and conditions, inquiries are to be sent in writing to City Schools, 200 East North Avenue, Materials Management Office, Room 401, Baltimore, MD 21202. "INQUIRY" and the RFP name and number must be noted on the envelope. Alternatively, inquiries may be e-mailed to the Buyer. The subject field of the e-mail must include "INQUIRY" and the Bid name and number.
- b. ISSUANCE: Any changes to the RFP specifications will be made through the appropriate addenda. Failure of any Supplier to receive such addenda or interpretation shall not relieve any Supplier from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

10. ANNULMENTS AND RESERVATIONS

- a RIGHT TO REJECT: The Board reserves the right to exercise its statutory option to reject any or all proposals and re-advertise for other proposals. The Board reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and the Board also reserves the right not to order any items(s) within the specification.
- b WAIVER OF TECHNICAL DEFECTS: The Board reserves the right to waive technical defects, if in its judgment the interest of City Schools shall so require.

- c CONTRACT RESERVATIONS: The Board reserves the right to annul any contract if, in its opinion, there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon City Schools materials, products and/or workmanship inferior to that required by the Vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of City Schools to damages for the breach of any covenant of the contract by the Vendor(s). Should the Vendor(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond its control, including, but not limited to, Acts of God, war, flood, governmental restrictions, or the inability to obtain transportation, City Schools reserves the right to purchase the required articles in the open market or to complete the required work at the expense of the Vendor(s). Should the Vendor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond its control, including but not limited to Acts of God, war, flood, governmental action, or the inability to obtain transportation, City Schools reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.
- d AUTHORITY TO DEBAR OR SUSPEND The Director of City Schools Materials Management Department shall have the authority to debar a person or company for cause from consideration for award of contracts in accordance with the provisions of the City Schools Procurement Policies and Procedures visible on the City Schools web site: www.bcps.k12.md.us.

11. TERMINATION OF CONTRACT

- a TERMINATION FOR NON-APPROPRIATION OF FUNDS: City Schools may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Vendor. City Schools shall pay for all of the purchases, if any, incurred up to the date of the termination notice.
- b TERMINATION FOR DEFAULT: When the Vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of City Schools. Failure on the part of a Vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Vendor is not entitled to any costs incurred up to the date of termination. In the event of a default by the vendor, this Contract may be terminated.
- c TERMINATION FOR CONVENIENCE: City Schools has the right to terminate this Agreement at any time, without any liability, upon five (5) days prior written notice to Vendor, provided that Vendor shall be compensated for services rendered prior to the date of termination.

12. GOVERNING LAW

- a. The RFP shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such RFP shall be filed in the Circuit Court of Baltimore City, Maryland. During the term of the contract resulting from this solicitation the awarded vendor(s) shall pay its employees a Living Wage in accordance with all applicable City, State or Federal Living Wage legislation and regulations. The

awarded amount of the contract resulting from this solicitation cannot be increased for the vendor's failure to factor into its proposal any future increases in the Living Wage rates in effect at the time of this solicitation.

13. CONTRACT TERMS AND CONDITIONS

- a. **SUBMISSION OF INVOICES:** Supplier agrees to accept the line item price on the purchase order as final payment. All invoices are to be submitted promptly showing Purchase Order number, and name and address of recipient and mailed to Baltimore City Public School System, Accounts Payable Office, Room 403, 200 E. North Avenue, Baltimore, Maryland 21202 (unless otherwise noted). A second copy (Delivery Ticket) shall be sent with the material to the appropriate location at the time of delivery.
- b. **INCORRECT INVOICES:** Incorrect invoices will be returned for correction or paid in accordance with the purchase order. Each invoice shall identify the City Schools Purchase Order Number, line item number and item descriptions or services shall be listed in the same order as on the Proposal and/or Purchase Order.
- c. **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments are permissible.
- d. **FREIGHT:** When transportation charges are billed to City Schools, a paid freight bill must accompany the invoice. Invoices received unaccompanied by such evidence will be paid only upon acceptance by City Schools. Cartage, package or boxing charges will not be allowed unless specifically so stated in this Purchase Order.
- e. **LATE SUBMISSION OF INVOICES:** The parties acknowledge and agree that the Vendor's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided. If invoices are submitted after one calendar year after the Vendor's services have been rendered or the last date when goods and materials were accepted by the Board, then the Board shall have no obligation to pay for the stale invoices.
- f. **CONFIDENTIALITY:** Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of the City Schools. Vendor and its employees, agents, volunteers and contractors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Additionally, Vendor shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Vendor and City Schools for the mutual disclosure of such records by and among the Vendor, City Schools and City Schools' employees, agents, volunteers and contractors.
- g. **INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless the Mayor and City Council of Baltimore (City), the Board and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the City, the Board and their respective elected/appointed officials, employees, departments, agencies, agents, and

volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Consultant or its employees, agents, or volunteers.

- h. **INSURANCE:** Unless otherwise specified in the General Terms and Conditions, Vendor shall procure and keep in force the following required insurance coverage: Commercial General Liability Insurance at limits of not less than One Million Dollars (\$1,000,000) per occurrence for claims arising out of bodily injuries or death, and property damages, subject to a minimum limit of Three Million Dollars (\$3,000,000) aggregate. Such insurance shall include contractual liability insurance. Business Automobile Liability at limits of not less than One Million Dollars (\$1,000,000) per occurrence for all claims arising out of bodily injuries or death and property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of this Agreement. Workers' Compensation coverage as required by the State of Maryland, as well as any similar coverage required for this work by applicable Federal or "Other States" State Law. Consultant shall, at all times, maintain and keep in force Professional Liability, Errors and Omissions Insurance at a limit of not less than One Million Dollars (\$1,000,000.00) in the event the service delivered pursuant to this Agreement, either directly or indirectly, involves or requires professional services. "Professional Services" for the purpose of this Agreement shall mean any services provided by a licensed professional such as those provided by the Consultant. The City, the Board, and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers shall be covered, by endorsement, as additional insured as respect to liability arising out of activities performed or to be performed by or on behalf of the Consultant in connection with this Agreement. The Consultant's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit brought. The Consultant's insurance coverage shall be primary. Any insurance and/or self-insured program maintained by the City or the Board and their respective elected/appointed, officials, employees, departments, agencies, agents and volunteers, shall not contribute with the Consultant's insurance or benefit the Consultant in any way. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the City and the Board. There will be an exception for non-payment of premium, which is ten (10) days notice of cancellation. Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or, if not rated with Best's with minimum surpluses the equivalent of Bests' surplus size VII and must be licensed/approved to do business in the State of Maryland. The Consultant shall furnish the City and the Board's Director of Materials, a "Certificate of Insurance" with a copy of the additional insured endorsement as verification that coverage is in force. The City and the Board reserve the right to require complete copies of Insurance policies at any time. Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance as required may render this Agreement null and void; provided, however, that no act or omission of the City or the Board shall in any way limit modify or affect the obligations of Consultant under any provision of this Agreement.
- i. **E-COMMERCE:** City Schools has entered into an agreement with K12Buy.com to provide an e-Commerce system to City Schools. The Awarded Vendor will be required to provide and maintain an electronic catalog of all applicable contract goods and / or services as well as pay K12Buy.com a transaction charge of 1.5 percent on actual sales made via that system. **(Not Applicable)**

- j. **NON-ASSIGNABILITY:** This contract shall not be assigned or services subcontracted in whole or in part without the written consent of the City Schools. Any attempt to do so without such written consent shall be null and void of no effect.
- k. **INDEPENDENT VENDOR:** Vendor is furnishing its goods and/or services hereunder as an independent Vendor, and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship.
- l. **GENERAL RECORDS CLAUSE:** Vendor's contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by the City Schools and made available by the Vendor to the City Schools and/or its designated agents at any time upon reasonable prior notice, during performance under this Contract and for a period of four (4) years after final payment or such longer period of time as required by law or rule or regulations.
- m. **SOLE AGREEMENT:** This Contract constitutes the sole agreement between the parties hereto and no amendment, modification or waiver of any of the terms and conditions hereof shall be valid unless in writing and executed by both parties. Any prior verbal agreements or proposals shall not be considered a part of this Contract.
- n. **PROTECTION OF PROPERTY:** Vendor will use reasonable care to avoid damaging existing buildings, equipment, and property at City Schools sites and all material furnished by City Schools ("Property"). If the Vendor's failure to use reasonable care causes damage to any property, Vendor must replace or repair the damage at no expense to the City Schools as directed by the Contracting Officer. If the Vendor fails or refuses to make such repair or replacement, the Vendor will be liable for the cost, which may be deducted from payments due Vendor.
- o. **PUBLIC STATEMENTS:** Vendor shall not use or reference the Name or Emblem of the Baltimore City Public Schools in issuing any press releases or otherwise making any public statement with respect to this Contract (unless such press release or statement is required by applicable law regulation or the requirements of any listing agreement with any applicable stock exchange) without the prior written consent of City Schools, which consent will not be unreasonably withheld. Purchase by the City Schools of any articles, material, merchandise, or service does not imply that the City Schools has either adopted or endorsed the product of service, and the use by any manufacturer, Vendor, merchant or other person of the name or emblem of the City Schools in any advertisement that they are furnishing products or services is not authorized. The unauthorized use of the name or emblem of the City Schools is prohibited by the United States Criminal Code - Section 706.

APPENDIX B - SCHOOL BUS CONTRACT

This School Bus Requirements Contract (the "Contract" or "Agreement"), is made this ____ day of _____, 2012, by and between the Baltimore City Board of School Commissioners ("the Board") and _____ ("Contractor"). The Board hereby designates the Chief Executive Officer or his/her designee to act on behalf of the Board in overseeing and administering this Contract.

WHEREAS, the Baltimore City Public School System ("City Schools") needs the technical assistance of Contractor with regard to providing school bus transportation services for pupils, and;

WHEREAS, Contractor possesses the necessary equipment and employs individuals who possess the necessary experience, skills, and talent to assist the Board in providing such services.

NOW, THEREFORE, the parties agree as follows:

1. Services: During the term of this Agreement, Contractor shall provide the services which are set forth in the attached document which is entitled Scope of Services, which is a part of this Agreement (Attachment I to this Agreement). Such services are to be provided in coordination with the Director of Pupil Transportation
2. Contract Documents: This Agreement, together with the Request for Proposal (RFP-12087) and the Response to RFP-12087 constitute the Contract Documents, which are hereby incorporated by reference. In the event of a conflict between the terms and conditions of any of the Contract Documents, the controlling terms and conditions shall be, in this order, those of:
 - a. This Agreement; then
 - b. RFP- 12087, including any attachments, exhibits, and addenda; then
 - c. The Response.
3. Term: This Agreement shall be for a period beginning July 1, 2013 and, unless sooner terminated as provided in this Agreement or extended with the approval of the Board, will end on the earlier of June 30, 2018 or when the monetary amount of the Agreement is fully expended, or when the services are no longer needed. **No services shall be performed before the Board approves the contract or after it ends.**
4. Payment: The Board agrees to pay Contractor and Contractor agrees to accept, as full compensation for Contractor's services under this Agreement, an aggregate amount not to exceed the costs associated with the awarded routes on an annual basis as shown on the purchase order generated each school year by City Schools, in accordance with the attached Budget which is a part of this Agreement (Attachment II to this Agreement). Contractor shall submit an invoice on a **monthly basis detailing the services provided and the actual costs incurred**. Payment shall be made within 15 days after the date of submission of an invoice to the Board's Accounts Payable Office. The Board shall have no obligation to pay for services performed before the Board approves the Agreement or after it ends. **The Board shall have no obligation to pay for services in excess of the monetary amount of the Agreement. The Board shall have no obligation to pay for**

services before a purchase order is obtained from the Office of Materials Management formerly the Procurement Office.

5. The buses the Contractor will use to perform services under this Agreement are listed in Attachment III.
6. Accounts and Records:
 - a. Contractor shall retain, and upon request, make available to the Board, all accounts and records relating to this Agreement for at least three years after final payment is made and all other pending matters are concluded. The Board reserves the right to audit and inspect all accounts and records maintained by Contractor in connection with this Agreement.
 - b. Public and private nonprofit contractors are required to comply with the requirements of the Office of Management and Budget (OMB) Circular A-133. The nonprofit contractor is responsible for having an audit performed in accordance with and when required by OMB A-133 and for sending a copy of the report issued as a result of the audit to the Board within 30 days of the audit report's issuance. Furthermore, the Board must approve any independent auditor engaged to assure that the auditor is qualified and meets Government Accounting Office standards as well as to evaluate the scope of the audit engagement to assure it complies with OMB requirements. **(Not Applicable).**
7. Vehicle Tracking: The Contractor is required to permit the Board to install a Global Positioning Satellite (GPS) tracking system and/or a mobile data terminal (MDT) unit on its buses. These GPS tracking systems and MDT units are not the property of the contractor. All installation, repair, maintenance, or other service of said equipment will be at no cost to the contractor. City Schools, through a City Schools approved vendor, shall perform all installation, repair, maintenance, or other service of the GPS tracking systems and MDT units. If the contractor is deemed negligent in the use of this equipment and the equipment is damaged and/or stolen, or other property damage or physical injury occurs because of the negligent use or misuse of this equipment, the contractor will be responsible for the full repair cost or replacement value, as appropriate, and City Schools shall be held harmless with respect to any resulting injury or property damage. The Contractor, its employees, agents, or volunteers shall not disturb, or tamper with, the GPS tracking systems, the MDT units, or the related equipment and wiring necessary for the installation and operation of the aforementioned equipment.
8. Video Monitors. The Contractor agrees to allow City Schools to, at its election, install video recording equipment in all or any buses operating under this Contract. All video recordings produced by the video monitoring systems constitute student records and shall be treated as confidential information by the Board as consistent with the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g et seq., 34 CFR Part 99), and any other applicable laws and regulations. The Contractor acknowledges the Board's responsibility under said laws and regulations, and shall comply with same. In addition, the following guidelines shall apply to all recordings taken by video recording systems used on City Schools' contract service:

- a. City Schools shall retain exclusive control of keys to video recording equipment.
- b. The Contractor shall not access or attempt to access the recording equipment or the recordings, or make copies of the recordings.
- c. All requests received by the Contractor from parents to view recordings must be submitted in writing to the City Schools Director of Pupil Transportation or his/her designee. The contractor shall not provide copies of the recordings to any person or entity.
- d. The contractor shall not release the recordings to any person or entity, including but not limited to media organizations.
- e. Notwithstanding its other available remedies, in the event that the Board incurs liability and is required to pay certain fees or damages by Order of a court of competent jurisdiction, as a result of the Contractor's violation of this section, the Contractor shall be responsible for reimbursing the Board for all such damages, fees, or expenses it incurs.

These Video Monitors are not the property of the contractor. All installation, repair, maintenance, or other service of said equipment will be at no cost to the contractor. City Schools, through a City Schools approved vendor, shall perform all installation, repair, maintenance, or other service of the Video Monitors. If the contractor is deemed negligent in the use of this equipment and the equipment is damaged and/or stolen, or other property damage or physical injury occurs because of the negligent use or misuse of this equipment, the contractor will be responsible for the full repair cost or replacement value, as appropriate, and City Schools shall be held harmless with respect to any resulting injury or property damage. The Contractor, its employees, agents, or volunteers shall not disturb, or tamper with, the Video Monitors, or the related equipment and wiring necessary for the installation and operation of the aforementioned equipment.

9. Passengers. The contractor shall use the school buses that provide services under this solicitation to provide transportation to students assigned to the vehicle route description or a designated scheduled period, and to other persons designated by City Schools. Transportation or occupancy on the vehicle shall not be provided to any other persons, except as approved by City Schools. This paragraph shall not be construed to limit the use of the bus when the bus is not servicing City Schools' contract. The contractor may pursue other customer uses between and during City Schools designated period for so long as there is not concurrent servicing or occupancy of passengers and not interference with the assignment provided by City Schools. City Schools' contract shall take priority over all others at all times. During other contractor customer uses, contractor shall not in any way state specifically, or by inference or implication, that such use is at the allowance of, request of, or in operation of the contractual relationship between City Schools and the contractor. City Schools shall be held harmless and not deemed liable to any third party for any injury, damage or otherwise, for such other commercial or customer uses.
10. Motor Vehicle, Criminal, and Drug and Alcohol Test Records. The ability of Contractor to provide services to City Schools is contingent on City Schools' initial and continuous satisfactory review of the bus personnel's motor vehicle record, criminal records, and drug and alcohol test records by City Schools. Any employment agreement between the contractor and its employees shall include an authorization statement from the employee or prospective employee permitting City Schools to acquire, review and evaluate motor vehicle, criminal, and drug and alcohol test records, and include a waiver permitting City Schools to share acquired information obtained by City Schools with Contractors. Notwithstanding the

requirements of this section, the Contractor is still responsible for ensuring its bus personnel are performing services in compliance with the Contract Documents, and any applicable federal, State or local law, regulation, or Board policies and procedures.

11. Athletic Trips. The Contractor understands and agrees that transportation it provides for City Schools Athletic Trips may require that the contractor transport City Schools students and passengers to multiple events/locations. The base rate the Board pays for each Athletic Trip is defined in the Financial Proposal in the Appendices of RFP- 12087 . The contractor shall not invoice the Board for multiple trips for transportation services that fall within the time and mileage limits of a single Athletic Trip.
12. Indemnification: The Contractor shall defend, indemnify, and hold harmless the Baltimore City, the Board and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the City, the Board and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Contractor or its employees, agents, or volunteers.
13. Insurance. Certificates of insurance showing the proper insurance coverage is a requirement of this Agreement. This information will be kept on file in City Schools Office of Pupil Transportation and the City of Baltimore's Office of Risk Management. All Certificates of Insurance will be considered unacceptable if phrases such as "endeavor to and/or "failure to mail such notice shall impose no liability of any kind upon the insurance company, its agents or representatives" or any equivalent exculpatory or limiting language appears on the certificates.

Copies of the insurance policies clearly showing the issuance date and coverage in force shall be furnished to City Schools with the bid response. Any and all changes to the insurance policy during the contract term must be submitted for approval to City Schools Office of Pupil Transportation.

Failure to provide and continue to maintain the insurance coverage for the term of the contract shall be deemed a material breach of contract and may result in termination of the contract. The provisions of any insurance herein do not relieve the contractor of any responsibilities or obligations the contractor has assumed in the contract or for which the contractor may be liable by law or otherwise.

- a. The contractor shall be required to purchase and maintain the types of insurance described below:

- i. **Liability Insurance**

The contractor shall provide and keep in force during the term of the contract, Automobile (motor vehicle) liability insurance, and Property Damage liability insurance, to protect pupils, employees, and the public. Should coverage be cancelled for any reason, City Schools reserves the right to suspend payment until coverage is re-instated, secure substitute service, the costs for which shall be borne by the contractor, or terminate the contract in whole or in part.

The limits of the liability insurance policy shall not be less than one million dollars (\$1,000,000.00) per individual injury or fatality. The contractor shall also carry property damage coverage in the amount of one hundred thousand dollars (\$100,000.00) per occurrence.

The contractor shall indemnify and hold harmless the City Schools and the Mayor and City Council of Baltimore City from any claims resulting from, or in the course of, the provision of transportation to assigned pupils on City Schools' service including claims involving personal injury or property damage.

City Schools, the Mayor of Baltimore City, the City Council or any of their employees or authorized representatives, will not assume any liability resulting from any vehicular accident, driver negligence, or operational negligence, on the part of the contractor.

ii. Insurance Offered Through the City of Baltimore's Office of Risk Management

In lieu of the Automobile Liability Insurance described above, Contractors may elect to participate in the coverage offered by the Baltimore City Office of Risk Management (the "City's Policy"). If elected, the Board shall obtain and keep in force during the term of this Contract, on behalf of those contractors electing to participate, business automobile liability for bodily injury and property damage to third parties in amounts to be determined by the Board from time to time on a per-accident basis for claims occurring during the term of the Contractors Agreement with the Board. The cost of the City's Policy is determined by the Office of Risk Management and the Contractor agrees to reimburse City Schools for the cost of the City's Policy. City Schools may deduct the cost of the City's Policy from any amounts owed the Contractor as a means of reimbursement. Contractor is still required to obtain property damage coverage in the amounts specified in Section 13 (a)(i) of this Agreement.

The contractor shall remain under the policy for a minimum period of one year commencing on the 1st day of October. The Contractor is required to notify City Schools at least forty-five (45) days in advance of October 1st of each year if it elects not to participate in the City's Policy. If the Contractor elects not to participate or discontinue coverage under the City's Policy, the Contractor must obtain liability insurance coverage that meets the requirements of that described in Section 13 (a)(i).

The City's Policy shall not include automobile comprehensive, collision physical damage coverage, or general liability insurance.

The cost of this insurance will be deducted from each monthly invoice. As of the date of the solicitation, the estimated cost of the City's Policy was \$15.50 per bus per day. The cost may rise at an estimated rate of 6% per year based on the average cost increase over the last five years, or may

fluctuate due to other economic factors. Such cost and cost increases shall be borne by the contractor.

The contractor may arrange for additional automobile liability insurance coverage for times and uses not covered by this contract or for such additional amounts as the contractor deems appropriate to cover its interests. The Board and its agents and employees shall be held harmless and indemnified by the contractor for any damages, financial loss, and/or injury arising out of the contractor's and/or his agents' operation of a bus not insured by the Board.

iii. Workers Compensation Insurance

Contractors shall provide, at contractor's expense, Worker's Compensation insurance as required by the State of Maryland, as well as any similar coverage required for this work by applicable federal laws or the laws of other states.

In the event that Worker's Compensation insurance is not required by statute, contractor shall nonetheless provide Worker's Compensation insurance and benefits resulting there from not by way of limitation or exclusion. Contractor provided Worker's Compensation insurance shall insure all City Schools sponsored pre-service and in-service activities, and further insure for any other activity required or desirable related to acquisition or maintenance of bus personnel certification and ordinary operational activities and procedures.

In the event of cancellation, non-renewal or reduction, contractor shall provide written evidence from an alternative or original carrier of re-insurance without lapse of time or value. Said evidence of re-insurance shall be received by City Schools not less than fifteen (15) days prior to the expiration of the original insurance policy.

- b. The Mayor and City Council of Baltimore (the "City"), the Board, and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers shall be covered, by endorsement, as additional insureds as respect to liability arising out of activities performed or to be performed by or on behalf of the Contractor in connection with this Agreement.
- c. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit brought.
- d. The Contractor's insurance coverage shall be primary. Any insurance and/or self-insured program maintained by the City or the Board and their respective elected/appointed, officials, employees, departments, agencies, agents and volunteers, shall not contribute with the Contractor's insurance or benefit the Contractor in any way.
- e. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid,

until after forty-five (45) days prior written notice has been given to the City and the Board. There will be an exception for non-payment of premium, which requires ten (10) days notice of cancellation being given to the City and the Board.

- f. Insurance is to be placed with insurers with a Best's rating of no less than A:VII, or, if not rated with Best's with minimum surpluses the equivalent of Bests' surplus size VII and must be licensed/approved to do business in the State of Maryland.
- g. The Contractor shall furnish the City and the Board's Director of Pupil Transportation, a "Certificate of Insurance" with a copy of the additional insured endorsement as verification that coverage is in force. The City and the Board reserve the right to require complete copies of Insurance policies at any time.
- h. Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance as required may render this Agreement null and void; provided, however, that no act or omission of the City or the Board shall in any way limit modify or affect the obligations of Contractor under any provision of this Agreement.
- i. Evidence of insurance described herein shall be forwarded to and received by City Schools (Director of the Office of Pupil Transportation) not less than thirty (30) days prior to the commencement of each fiscal year, running July 1st to June 30th.
- j. After award of the contract, the following documents must be submitted to the Director of Pupil Transportation:
 - i. Two (2) copies of a duly signed certificate of insurance showing all coverage and effective dates of the coverage. (Original in Bid Response package). One shall be forwarded to the City of Baltimore's Office of Risk Management.
 - ii. A duly signed insurance policy or a duly signed duplicate copy of the insurance policy.
 - iii. A duly signed endorsement(s) naming City Schools, the Mayor of Baltimore City and the Baltimore City Council as additionally insured.
- k. Notwithstanding any of City Schools other rights and remedies, failure of the contractor to continue the required insurance documentation above will result in the withholding of all payments for service under this contract until all required insurance documentation has been provided, and may result in termination of the contract.
- l. All reference to "re-insurance" shall be considered synonymous with "replacement insurance," and all reference to "auto casualty" shall be considered synonymous with "vehicle liability."

14. Defaults and Remedies. Performance by the contractor under this Agreement shall be subject at all times to the review and approval of City Schools. City Schools may terminate the agreement, in whole or in part, if the Contractor fails to fulfill its obligations under the Contract Documents properly and on time, or otherwise violates any provision of the contract. Examples of circumstances where the Board may exercise its termination rights include but are not limited to, inadequate performance, or violation of a law, regulation or Board policy or procedure by the contractor or an agent of the contractor. In addition to any other available remedies, City Schools may exercise any of the following in the event of default:
- a. Contract Termination: Transportation service contracts may be immediately terminated, in whole or in part, by City Schools at the sole and absolute discretion of City Schools.
 - b. Alternative Suspension: Transportation service contracts may be suspended, in whole or in part, for an alleged violation of provisions as an alternative to termination, which shall be determined in the sole and absolute discretion of City Schools. During the term of the suspension, City Schools shall conduct an investigation of the events that lead to the suspension, shall assign Contractor's obligations to another contractor, and shall suspend payment to the current Contractor. The suspension period shall begin on the date of notification, or as otherwise described in writing.
 - c. Payment Suspension: City Schools may withhold payment, in whole or in part, to the contractor in its sole and absolute discretion.
 - d. Damages: If termination or suspension procedures are implemented against the school bus contractor by City Schools, the contractor may be held responsible to City Schools for the additional expenses it incurs in procuring an alternative contractor.

City Schools shall notify the vendor of the actions that constitute a default, any remedies City Schools intends to exercise, and any remedial action the vendor must take. Such notice shall be in writing and mailed to the contractor by regular first class U.S. mail, hand delivered, or any other acceptable means of delivery, prior to the effective date of action by City Schools.

The remedies noted above are not exclusive and any election on the part of City Schools not to exercise the remedies set forth above shall not be construed as a waiver of its rights provided in this section, the contract documents, or those afforded by law.

15. Financial Stability. Without acting to limit other remedies available to City Schools, in the event that City Schools is requested by the contractor to make direct payments to a contractor's creditors, or if City Schools is required to so direct payment by garnishment or tax lien, a service charge of \$50 per payment or part payment shall be assessed and deducted from payments due the contractor. This fee shall not apply where the proceeds assignment represents a regular proceeds assignment for the full amount of funds due the contractor to a secured financial institution creditor or Performance Bond Surety of the contractor, not the result of execution by Court proceeding. In all other instances, should the Contractor request that assignment of payment to a third party, not a party to the agreement, such an assignment must be consented to in writing by City Schools prior to any such assignment or payment to the requested assignee.

16. Responsibility for Reimbursement. In the event that City Schools suffers economic loss or indebtedness by reason of the contractor's violation of any applicable federal, State or local

laws, or regulations, City School's policies and/or guidelines, or the failure of the contractor to perform its obligations under the Contract Documents, the contractor shall be required to reimburse the Board for all costs, including but not limited to, any fines or legal fees incurred by City Schools, the school or the organization. This provision does not serve to limit any other rights or remedies available to City Schools.

17. Failure to Perform Required Services. In the event that the Contractor fails to perform, or is unable to perform, in whole or in part, its obligations as required under the Contract Documents, City Schools shall have the right to reassign any portion or all of the service to other carriers. In the event that the reassignment results in increased costs to City Schools, the contractor shall be required to reimburse the City Schools for the difference between the original contract (bid) cost and the cost of the reassigned service. This provision does not serve to limit any other rights or remedies available to City Schools.
18. Complaint Resolution. Contractor will be required to directly and promptly (within 24 hours) remediate all problems and complaints submitted by City Schools Office of Pupil Transportation. Said problems and complaints shall be submitted via a centralized system. City Schools shall maintain a software platform that must be accessed by the Contractor. The Contractor, as such, must maintain a broadband internet connection at its dispatch center, and must outline such specifications for its dispatch units as part of its City Schools response.
19. Failure to Supply Required Equipment. If the contractor is unable to supply a school bus of the size and/or type that meets the requirements of the Contract Document for the routes awarded, the contractor shall be deemed in default and the affected route(s) shall be reassigned to another vendor with available equipment of the size and/or type required to service the route(s). In the event that the reassignment of route(s) results in increased costs to City Schools, the Contractor shall be required to reimburse City Schools for the difference between the original contract (bid) cost and the cost of the reassigned service. This provision does not serve to limit any other rights or remedies available to City Schools.
20. Exclusive Use Contract. City Schools shall have the exclusive use of all school buses while those school buses are performing service under this Agreement. The contractor is strictly prohibited from using school buses contracted to City Schools to provide service to any other group or organization while operating in-service under this contract. This clause shall not prohibit the contractor from chartering school buses to outside groups and organizations when the buses are not under service to City Schools, or from operating City Schools field trips, athletic trips, and Community Education trips in sequence with service for other school districts and organizations if the trip order does not require that the buses remain with the group. Under no circumstances are any non-City Schools passengers to be transported with City Schools' passengers without the written authorization of the City Schools Office of Pupil Transportation.

The contractor shall not charge any person or entity for the transportation provided by school buses operating under this contract. The contractor is prohibited from carrying unauthorized passengers on City Schools' routes. This includes, but is not limited to, unauthorized pupils, students residing in other school districts serviced by the contractor, friends, children, or family members of the school bus personnel, and unauthorized company employees.

21. Authority to Declare Contractor in Default. Notwithstanding City Schools' rights pursuant to other portions of the Contract Documents or applicable law, City Schools shall, at its discretion, have the authority to declare the contractor in default of the terms of this contract, including but not limited to the following actions or events:

- a. The contractor becomes insolvent.
- b. The contractor makes an assignment of the interest in this contract for the benefit of creditors without the written permission of City Schools.
- c. The contractor makes an assignment of the interest in this contract to a purchaser without the written permission of City Schools.
- d. A voluntary or involuntary petition of bankruptcy is filed by or against the contractor.
- e. The contractor refuses to accept assigned service awarded under this contract.
- f. A receiver or receivers are appointed to assume control of the affairs and/or property of the contractor.

22. Liquidated Damages. In the event the Contractor fails to perform the obligations below, which are required under this agreement, the Contractor shall be liable for liquidated damages for each occurrence of the performance failure(s) in the amounts expressed below:

- a. Failure to perform any or all portions of a route or trip assigned by City Schools 1/2 of the daily rate for a morning breach on that route or trip and 1/2 of the daily rate for an afternoon breach of that route or trip
- b. Failure to ensure that students disembark at their assigned schools prior to the bus departing \$100.00 / per student
- c. Failure to ensure that students are not left on the bus following the completion of the route \$100.00 / per student
- d. Failure to notify City Schools of a bus accident immediately \$100.00
- e. Failure to send a driver for required post accident or scheduled random drug and alcohol testing \$200.00
- f. Failure to submit timely and proper documentation as required \$200.00
- g. Making an unauthorized stop while providing City Schools' service \$100.00
- h. Transporting an unauthorized person \$400.00
- i. Use of school bus driver not certified by City Schools \$500.00
- j. Use of school bus aide not certified by City Schools \$250.00
- k. Failure of driver to produce valid license and/or DOT physical card \$100.00
- l. Use of a school bus not approved by City Schools \$500.00
- m. Smoking tobacco products on a school bus \$50.00
- n. Late bus arrival (exceeding ten (10) minutes) at schools where the reason for the delay is not accepted by City Schools (Acceptable reasons include: traffic congestion, road closures, increment weather, accidents and bus incidents) \$50.00
- o. Failure to present a school bus at the inspection on the bus' scheduled inspection date \$100.00
- p. Inspection failure requiring the removal of tags, or other conditions warranting the removal of tags \$100.00
- q. Any route that is returned for any reason with less than 30 days notice \$1,000.00

- r. Inspection failures – Major - more than two (2) per inspection as determined by the guidelines established by Maryland LEA fleet managers, the Motor Vehicle Administration and the Maryland State Department of Education..... \$200.00

One or more of these liquidated damages may apply at any one time. Damages will not be imposed for situations beyond the control of the contractor. Situations that are beyond the control of the Contractor include, but are not limited to, accidents, unusual traffic jams, road construction, weather oriented delays, and schedule conflicts authorized by City Schools. Liquidated damage amounts will be deducted from regularly scheduled payments, if any, due the Contractor.

The listing of occurrences above is not to be construed as a limitation on available remedies or a limit on the type of offenses that may result in sanctions or actions on Contract by City Schools against the contractor. In no event shall the liquidated damages assessed exceed 20% of the total value of the contract.

- 23. The written consent of the Board shall be required when: 1) Fifty percent (50%) or more of the officers in the corporation change; and/or 2) there is any transfer or assignment of the corporation's stock or any other change in ownership, beneficial ownership, and/or control of the corporation.
- 24. No individual who has been previously disqualified as a contractor by any local, state, or federal agency may have an ownership interest in the Contractor's business entity. The Contractor agrees that any of the following requests may be made if the Chief Executive Officer/designee believes that the Contractor, or a person with an ownership interest in the entity performing the services under this Agreement, has been previously disqualified as a contractor by a local, state, or federal agency:
 - a. To submit annually, to the Chief Executive Officer/designee, a certificate of good standing from the Maryland Department of Assessments and Taxation.
 - b. To submit annually, to the Chief Executive Officer/designee, a listing of the names and addresses of the officers/owners of the entity providing services to the Board as the Contractor.
 - c. To identify the officers/owners who shall sign this Contract as guarantor(s) responsible for performing all the terms and conditions of this Contract, including the policies, regulations, and procedures established by the Baltimore City Board of School Commissioners and/or the Chief Executive Officer/designee.
 - d. At the request of the Chief Executive Officer/designee, the Contractor shall submit the names and addresses of the stockholders/owners of the entity performing services to the Board as the Contractor. All such information shall be kept confidential.
- 25. The Contractor is required to comply with all applicable Baltimore City zoning requirements and regulations and any applicable covenant regarding the parking and storage of school buses. The Board shall not be responsible for any financial expense associated with noncompliance with any regulation or requirement. In addition, the Board shall not be held responsible for any financial expense associated with any non-approved bus garage or parking location change.

26. Student's Education / Medical / Psychological Records / Consents. Contractor and its employees, agents, volunteers and contractors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws.

27. MBE/WBE Compliance. Contractor shall comply with the requirements of Article 5, Subtitle 28 et seq. of the Baltimore City Code, as amended from time to time, pertaining to Minority and Women's Business Enterprises. (MBE/WBE Requirements). The enforcement and interpretation of the MBE/WBE Requirements is vested in the Board. The Board may grant such exceptions and waivers of the MBE/WBE Requirements as it deems is in the best interest of the Baltimore City Public School System. Contractor's failure to comply fully with these requirements constitutes a breach of this Agreement, and entitles the Board, at its option, to terminate this Agreement immediately upon delivery of written notice of termination to Contractor.

A CONTRACTOR WHO FAILS TO COMPLY WITH ANY PROVISIONS PERTAINING TO THE ABOVE MBE/WBE REQUIREMENTS, INCLUDING BUT NOT LIMITED TO THE FAILURE TO PROVIDE REQUIRED PAPERWORK TO DEMONSTRATE COMPLIANCE WITH MBE/WBE REQUIREMENTS, IS SUBJECT TO ANY AND ALL OF THE FOLLOWING PENALTIES: (1) SUSPENSION OF CONTRACT; (2) WITHHOLDING OF FUNDS; (3) RESCISSION OF CONTRACT BASED ON MATERIAL BREACH; (4) REFUSAL TO ACCEPT A BID; (5) DISQUALIFICATION (DEBARMENT) OF A PROPOSER, CONTRACTOR, OR OTHER BUSINESS FROM ELIGIBILITY FOR PROVIDING GOODS OR SERVICES TO THE BOARD FOR A PERIOD NOT TO EXCEED 2 YEARS; AND (6) PAYMENT OF LIQUIDATED DAMAGES.

THE FINAL PAYMENT FROM THE BOARD TO THE CONTRACTOR IS CONTINGENT UPON COMPLIANCE WITH AND SUBMISSION OF THE REQUIRED PAPERWORK PERTAINING TO THE ABOVE MBE/WBE REQUIREMENTS. **(Not Applicable)**

28. Subcontracting and Assignment: Contractor shall give full personal attention to the faithful execution of this Agreement. Contractor shall not subcontract or assign any part of this Agreement without the prior written consent of the Board.

29. Termination for Convenience. The Board or its designee shall have the right in its absolute discretion to terminate this Contract for its convenience, in whole or in part, at any time and for any reason or for no reason, without incurring any liability, upon no less than thirty (30) days prior written notice to Contractor. If the Board terminates this Contract for its convenience, then Contractor shall have no other right to compensation or payment except for actual services rendered and actual expenses paid prior to the date of termination that have been approved by the Board's Monitor. Upon receipt of the notice and unless otherwise directed by the Monitor, Contractor immediately shall stop performing services under this Contract on the date and to the extent specified in the notice but shall complete performance of any services not terminated by the notice and shall take any other action directed in the notice or by the Monitor.

30. Professionals: In the event the services to be provided by Contractor must by law be provided by individuals who are licensed and/or certified, Contractor shall only assign individuals to provide services under this Agreement who are licensed and/or certified in accordance with all applicable laws and regulations, and in accordance with the policies and procedures as established by the Board. Additionally, Contractor shall only assign

individuals who have been credentialed by the Contractor to provide the specific services required by this Agreement. All such individuals assigned by Contractor to provide services shall maintain their license and/or certification in good standing (not under review or subject to suspension, credentials current) during the entire term of this Agreement. Contractor shall, prior to providing services, submit documentation that the individuals assigned to provide services are properly credentialed and are licensed and/or certified to the Director of Pupil Transportation, 200 E. North Avenue, Baltimore, Maryland 21202.

31. Independent Contractor. The Board and Contractor recognize and agree that Contractor is an independent contractor, and that neither Contractor nor any of Contractor's employees or agents is an employee of the Board or of the Mayor and City Council of Baltimore (the "City").
32. Disciplinary Action Against Bus Personnel. The school bus Contractor is responsible for taking all disciplinary actions required against school bus personnel (which includes, but is not limited to, bus drivers and bus aides), and all such actions and the Contractor's response to such actions shall be a part of the evaluation process of contractor's performance. Nothing in this section shall provide school bus personnel with any remedy or appeal to City Schools for Contractor actions. Notwithstanding the other provisions of the Contract Documents, a disciplinary action against Contractor's bus personnel or conduct on the part of the bus personnel that is not in compliance with the terms of the Contract Documents may require City Schools to prevent the bus personnel from performing services for City Schools.
33. Responsibility for payment of taxes. Contractor shall be responsible for all federal and/or state tax, and Social Security liability that may result from the performance of and compensation for these services. The Board assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of Contractor, its employees and/or others by reason of this Agreement. Contractor shall defend, indemnify and save harmless the Board, the City and the State of Maryland, (when any funds for this Agreement are provided by the State of Maryland or the Federal Government), their officials, officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from:
 - a. Contractor's failure to pay any such compensation, wages, benefits, or taxes; and/or
 - b. the supplying to Contractor of work, services, materials, or supplies in connection with or in support of the performance of this Agreement.
34. Criminal Background Check. It is the responsibility of Contractor to make certain that its employees, agents, volunteers, and contractors who may have contact with students are in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code. All costs therefore shall be borne by Contractor.
 - a. Any and all current and future employees of Contractor who have direct contact with students must have a criminal background check and fingerprinting conducted by the Human Resources Department of the City Schools before beginning work in a City School. Previous background checks will not be accepted. The fee for the background check shall be paid by the Contractor by check or money order at the time the fingerprinting is performed. No employee

can begin work in a City School until results have been received. Violation of this provision may result in Termination for Cause.

- b. Employees of Contractor who will be placed in a City School but will not have direct contact with students must have on record a Criminal Justice Information Service (CJIS) and NCIC background checks. Copies of the background checks must be forwarded to the Contract Monitor before services can commence. Every two years the Contractor shall submit copies of background checks to the Contract Monitor. Should any employee be flagged during the term of this agreement, the Contractor shall contact the Contract Monitor within 24 hours of notification. Violation of this provision may result in Termination for Cause.
 - c. The Contractor shall comply with the Criminal Procedure Article of Annotated Code of Maryland Section 11-722 that states that a person who enters a contract with a county board of education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registered sex offender. The Contractor shall utilize the same screening services for criminal backgrounds as used by the Board in order that the Board can have consistency with all those individuals permitted to work in schools and with children. Therefore, the Contractor shall require that all employees providing services to students be screened via the Criminal Justice Information Service (CJIS) and NCIC.
35. Performance Evaluation. The Board or its authorized agents or representatives may conduct an evaluation of the Contractor's performance under this Agreement. Contractor shall fully cooperate with the Board or its authorized agents or representatives and shall provide such information and documents as may be requested to conduct the performance evaluation.
36. Governing Law. This Agreement shall be construed by and governed under the laws of the State of Maryland.
37. Entire Agreement. This Agreement supersedes all prior oral and written proposals and communications between Contractor and the Board related to Contractor's services to be performed and validly executed Amendments are herein incorporated by reference to this Agreement. This Agreement may not be modified orally, and no modification or any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom enforcement of such modification or waiver is sought.
38. Waiver. No waiver of any breach of any provision of this Agreement shall operate as a waiver of such provision of this Agreement or as a waiver of subsequent or other breaches of the same or any other provision of this Agreement, nor shall any action or non-action by either party be construed as a waiver of any provisions of this Agreement or of any breach thereof unless the same has been expressly declared or recognized as a waiver by such party in writing.
39. Termination for Default. If the Contractor fails to fulfill its obligation under this Agreement properly and on time, or otherwise violates any provision of the Agreement, the Board or its designee may terminate the Agreement by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the Board's option, become the Board's property.

The Board shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the Board can affirmatively collect damages.

40. Withholding Payment. In addition to any other available remedies, if, in the opinion of the Board, the Contractor fails to perform in accordance with the terms of the Agreement, the Procurement Officer or a designee responsible for paying invoices may refuse or limit approval of any invoices for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Board determines that the Contractor has met the performance terms as established by the Agreement.
41. Late Submission of Invoices. The parties acknowledge and agree that the Contractor's invoices are to be submitted to the Board in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided to the Board. If invoices are submitted after one calendar year after the last date the Contractor's services have been rendered or the last date when goods and materials were accepted by the Board, then the Board shall have no obligation to pay for the stale invoices.
42. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.
43. Interpretation. The Agreement shall not be construed or interpreted for or against any party hereto because the party drafted or caused that party's legal representative to draft any of its provisions.
44. Recitals. The Recitals are incorporated herein by reference.
45. Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations, and Board policies and procedures applicable to the services to be rendered under this Agreement. Contractor's violation of any of these laws, statutes, ordinances, rules, regulations, or Board policies or procedures constitutes a breach of this Agreement and entitles the Board to terminate this Agreement immediately upon delivery of written notice of termination to Contractor.

During the term of the Agreement, Contractor shall pay its employees a Living Wage in accordance with all applicable City, State or Federal Living Wage legislation and regulations. The Contractor agrees to provide the Board with documentation that indicates it has paid its employees a living wage in accordance with applicable law. The Contractor shall provide this documentation to the Board on a quarterly basis.

46. Contract Monitor. Communications for the purposes of billing, payment and submission of documentation required by this Agreement shall be between the Board's Contract Monitor who is as follows:

For the Board:

Director Of Pupil Transportation
Name

200 East North Avenue
Address

Baltimore, MD 21202
City, State, Zip Code

Phone Number

Fax Number

For the Contractor:

Name

Address

City, State, Zip Code

Phone Number

Fax Number

Tax Identification Number

With a copy to:
Director of Materials Management
200 E. North Avenue, 4th Floor
Baltimore, Maryland 21202



THIS

SPACE

LEFT

INTENTIONALLY

BLANK

IN WITNESS WHEREOF, the parties have signed and sealed this School Bus Contract as of the day first written above.

BALTIMORE CITY BOARD
OF SCHOOL COMMISSIONERS

Witness

_____(Seal)
By: Andrés A. Alonso, Ed.D.
Chief Executive Officer

BUS CONTRACTOR

Witness

_____(Seal)
By:

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY THIS_____, OF

APPROVAL OF THE DIRECTOR
OF MATERIALS MANAGEMENT

ATTACHMENT I

SCOPE OF SERVICES

The Scope of Services is as set forth in RFP-12087, which is specifically incorporated into and made a part of this Agreement.

ATTACHMENT II

BUDGET

Payment to Contractor is subject to compliance with the following requirements:

Contractor will only be paid for services actually provided in accordance with this contract. In no event shall the total amount to be paid to Contractor exceed the total amount stated in this Budget.

Contractor must submit documentation, along with its invoice for payment, justifying all expenses and costs for which it is seeking reimbursement. Such documentation must also include the number of actual hours worked by its staff, the name of the staff person providing services and, a description of the services provided by each such member of its staff. Payment to Contractor is conditioned upon submission of such documentation and the submission of any other documentation as may be requested by the Board or its representatives.

[Bus Contractor Pricing – TBD]

Fuel Adjustment

The Contractor will be granted an allowance for the adjustment of fuel pricing. The amount of the allowance will be set on the first day of the Contract period and evaluated each month using the Central Atlantic DOE diesel per gallon price index. As of April 30, 2012, the Central Atlantic DOE index price was (\$4.022/gal). This shall be the reference point for fuel pricing for services rendered under this specification.

A price adjustment of one (1) cent will be made to the Contractor's per mile fee if there is an increase or decrease of more than six (6) cents per gallon in the cost of fuel. This price adjustment shall show as a separate line on the Contractor's invoice. The formula will be the total miles driven, divided by 6, times the increase or decrease from the reference point. The increase or decrease from the reference point will be the difference between the April 30, 2012 rate and the rate of the Central Atlantic DOE index first published in the month in which the services are provided.

Price Adjustment

In order to protect the interest of the Board of School Commissioners and to provide the contractor a reasonable basis for bidding, a price adjustment feature is hereby incorporated into the specifications and contract documents and shall be binding on the contractor and the Board of School Commissioners. A price adjustment of up to 2.5 % will be awarded for the second year on the contract anniversary date, and each year thereafter, on the anniversary date pending a review of factors which include, but are not limited to, the Consumer Price Index (CPI) for the Baltimore/Washington area for public and private transportation increase/decrease in the Maryland State grant for transportation, local funding, and information supplied by the

contractors' verifying operational cost increases. Contractor agrees that the price adjustment may result in an increase or decrease in the amount paid to the Contractor, depending on the Board's analysis of the aforementioned factors.

The contractor hereby agrees to accept payments adjusted in this manner as full compensation for services delivered.

APPENDIX C – REFERENCES

RFP-12087
School Bus Transportation
(DO NOT list Baltimore City Schools)

1.

Client Name: _____

Address: _____

Services Provided: _____

Date(s)of services: _____

Contact Name & Title: _____

Phone No: _____

Email Address: _____

2.

Client Name: _____

Address: _____

Services Provided: _____

Date(s)of services: _____

Contact Name & Title: _____

Phone No: _____

Email Address: _____

3.

Client Name:

Address:

Services Provided:

Date(s)of services:

Contact Name & Title:

Phone No:

Email Address:

4.

Client Name:

Address:

Services Provided:

Date(s)of services:

Contact Name & Title:

Phone No:

Email Address:

5.

Client Name:

Address:

Services Provided:

Date(s)of services:

Contact Name & Title:

Phone No:

Email Address:

APPENDIX D - NON-COLLUSION CERTIFICATE
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)

RFP-12087
School Bus Transportation

I HEREBY CERTIFY that I am the _____ and the duly authorized

representative of _____

whose address is _____ and

THAT NEITHER I nor, to the best of my knowledge, information, and belief, the above firm nor any of its other representatives I here represent:

(a) Have agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the RFP or offer being submitted herewith;

(b) Have in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the RFP price or price proposal of the proposer or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within RFP or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

(SIGNATURE)

(DATE)

(PRINTED OR TYPED NAME)

Subscribed and sworn before me this _____ day of _____, 20____.

x _____ Notary Public

My commission expires: _____

APPENDIX E - DEBARMENT AFFIDAVIT
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)
RFP-12087
School Bus Transportation

_____, being first duly sworn deposes and says that he is an officer in the _____ and the party making a certain proposal or RFP dated, _____20____, to the Board of School Commissioners for Baltimore City Public Schools:

I further affirm that: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

I further affirm that:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

Signature of:

x _____
Bidder, if the bidder is an individual

x _____
Officer, if the bidder is a corporation

x _____
Partner, if the bidder is a partnership

Subscribed and sworn before me this _____ day of _____, 20_____.

x _____ Notary Public

My commission expires: _____

APPENDIX F - ANTI-BRIBERY AFFIDAVIT
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)
RFP-12087
School Bus Transportation

_____, being first duly sworn deposes and says that he is an officer in the organization known as _____ and the party making a certain proposal or RFP dated, _____20____, to the Board of School Commissioners for Baltimore City Public Schools:

I further confirm that: Neither I, nor to the best of my knowledge, information, and belief, the above business (as in defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland Law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court or administrative body, sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

Signature of:

x _____
Bidder, if the bidder is an individual

x _____
Officer, if the bidder is a corporation

x _____
Partner, if the bidder is a partnership

Subscribed and sworn before me this _____ day of _____, 20_____.

x _____ Notary Public

My commission expires: _____

**APPENDIX G - CERTIFICATE OF INSURANCE COVERAGE
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

**RFP-12087
School Bus Transportation**

CONTRACTOR NAME: _____

ADDRESS: _____

NAME OF SURETY: (TYPE OR PRINT) _____

NAME OF AGENT: (TYPE OR PRINT) _____

AGENT'S PHONE NO: _____

The below signed hereby certifies that the following information is true and correct.

TYPE OF COVERAGE	MINIMUM REQUIRED LIMITS	POLICY OR BINDER NUMBER	ACTUAL LIMITS PROVIDED	EXPIRATION DATE
COMMERCIAL GENERAL LIABILITY OCC	\$1,000,000			
COMMERCIAL GENERAL LIABILITY AGG	\$3,000,000			
BUSINESS AUTOMOBILE LIABILITY	\$1,000,000 PER OCCURRENCE			
WORKMAN'S COMP	MARYLAND STATE MINIMUM COMPENSATION STATUTORY			

() LIMITS ON ABOVE POLICY WILL BE INCREASED () ABOVE POLICY NOW IN EFFECT

() POLICY WILL BE OBTAINED/ISSUED ON _____

The following additional clauses will be considered a part of the above policy(s), the same as if specifically written therein, as pertains to the above stated contract.

- The Baltimore City Public School System and Board of Schools Commissioners are hereby named as Additional Insured.
- The policy(s) cannot be reduced or cancelled without at least forty-five (45) days prior written notice to the Baltimore City Public School System.

- The insurance company is prohibited from pleading government function in the absence of any specific written authority by the Baltimore City Public School System.
- The policy(s) will be automatically included and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.
- The Baltimore City Public School System is hereby granted authority to contact the agency directly to confirm information or obtain copies of certificates of insurance. The Baltimore City Public School System bears no responsibility for premiums or other cost of insurance. If policy(s) is not currently in effect, it will be written immediately upon notice of award, and a copy of binder or certificate will be sent directly to the Baltimore City Public School System. A properly executed copy of this document shall be legally binding as a Carrier Certificate of Insurance Form.

The successful bidder will be required to provide insurance coverage as shown in General Conditions of RFP and Contract, prior to beginning any work. This insurance coverage must be maintained throughout the life of the contract. **PROOF THAT COVERAGE IS EITHER CURRENTLY IN PLACE OR WILL BE PROVIDED MUST BE SUBMITTED WITH THE BID.** This can be done by one of the two following methods:

Complete form "CERTIFICATION OF INSURANCE COVERAGE" or

Submit a Certificate of Insurance on a form provided by your Insurance Agent. This form must include the following clauses:

The Baltimore City Public Schools and Board of Schools Commissioners are hereby named as Additional Insured.

The policy(s) cannot be reduced or canceled without at least forty-five (45) days' prior written notice to the Baltimore City Public Schools.

The insurance company is prohibited from pleading government function in the absence of any specified written authority from the Baltimore City Public Schools.

The policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.

Regardless of the method used, the form **MUST** be totally complete, **MUST** show that all Limits of Insurance are or will be met, and **MUST** be signed by the Agent.

Failure to provide the required insurance coverage by either of the two (2) methods described above when the RFP is submitted, may result in rejection of your RFP as being non-responsive.

(AUTHORIZED AGENT'S SIGNATURE)

(DATE)

APPENDIX H - BALTIMORE CITY'S YOUTHWORKS
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)
RFP-12087
School Bus Transportation

TO: Mayor's Office of Employment Development ("MOED")

FROM: _____
(Legal name of Bidder)

Pursuant to Executive Order, the aforesaid bidder hereby presents MOED with the following information to assist its outreach for the Baltimore City YouthWorks Program:

Contact Person: _____

Address: _____

Telephone Number: _____

Facsimile Number: _____

E-mail address: _____

APPENDIX I - FINANCIAL PROPOSAL FORM
 (TO BE SUBMITTED WITH FINANCIAL PROPOSAL)

RFP-12087
School Bus Transportation

Company name _____
 Address _____
 Phone number _____

TO: BOARD OF SCHOOL COMMISSIONERS OF BALTIMORE CITY

We propose to provide school bus transportation to Baltimore City Public Schools in accordance with Special Terms and Conditions, General Terms and Conditions, Scope of Work, and other documents of this Request for Proposal. We propose to provide the equipment and personnel to support the following:

- 1. **Curb to Curb** Bus Type (_____) Number of routes being offered _____
- 2. **Wheelchair** Bus Type (_____) Number of routes being offered _____
- 3. **Corner/Corner** Bus Type (_____) Number of routes being offered _____

Rates for service:

1. **Curb to Curb** Base rate* = \$_____

(*Base rate is 4.5 hours and 60 miles per day, includes all deadhead)

Cost per mile over the base rate _____ estimated @10 miles = \$_____

Cost per hour over the base rate _____ estimated @1 hour = \$_____

Total Cost (Base rate + overages) Curb to Curb Route \$_____

2. **Wheelchair** Base rate* = \$_____

(*Base rate is 4.5 hours and 60 miles per day, includes all deadhead)

Cost per mile over the base rate \$_____ estimated @10 miles = \$_____

Cost per hour over the base rate \$_____ estimated @1 hour = \$_____

Total Cost (Base rate + overages) Wheelchair Route \$_____

3. Corner/Corner Base rate* = \$ _____

(*Base rate is 4.5 hours and 60 miles per day, includes all deadhead)

Cost per mile over the base rate \$ _____ estimated @10 miles = \$ _____

Cost per hour over the base rate \$ _____ estimated @1 hour = \$ _____

Total Cost (Base rate + overages) Corner/Corner Route \$

4. Summer School rate (4.5 hours and 60 miles per day, Includes all deadhead) \$ _____

5. Athletic Trips rate (4.5 hours and 60 miles per day, Includes all deadhead) \$ _____

6. Cultural Trips rate (4.5 hours and 60 miles per day, Includes all deadhead) \$ _____

Over the Base rate minimums are 10 minutes and 1 mile, billable in 10 minute increments and 1 mile increments. Time and mileage are calculated from terminal to terminal.

There will be no spare bus allowance in this contract, therefore this expense must be planned for and absorbed by the contractor.

Name _____ **Title** _____

Signature _____ **Date** _____