# THE BOARD OF EDUCATION OF MONTGOMERY COUNTY MONTGOMERY COUNTY PUBLIC SCHOOLS

PROCUREMENT UNIT

45 West Gude Drive, Suite 3100 Rockville, MD 20850-9999 301-279-3123

**September 10, 2019** 

### **INVITATION FOR BID**

# 7125.5, Transportation Services for Montgomery County Public Schools Students

Bid Opening Time:

2:00PM

NOT		September 26, 2019  NOTE: In the event of emergency closing of Board of Education offices, this bid will ope at the same time on the next regular working day.	
		BIDS RECEIVED AFTER THE BID OPENING TIME AND DATE WILL NO BE ACCEPTED.	
COM	IPANY NAME:		
1.	Term of Contra	October 29, 2019 through October 28, 2020	
2.	Terms of Deliv	ry: 30 Days	
3.	Delivery Destir	ation: Other	
4.	Bid Security Re Bid Security n	None nade payable to Montgomery County Board of Education	
5.	Performance Bo	nd Required: None	
6a.	Samples Requir	ed: Yes No	
6b.	Deliver t	Requirements:  the Procurement Unit  Supply and Property Management the Food Service Warehouse	
6c.	At time of	Time: id opening f bid opening nt to bid opening	

### NOTICE TO BIDDERS

The appropriate items below must be completed as part of the bid. Failure to comply may disqualify your bid. Type or print legibly in ink.

	BIDDER INFORMATION: As appropriate, check and/or complete one of the items below.
	Legal name (as shown on your income tax return)
	2. Business Name (if different from above)
	3. Tax Identification Number
	A copy of your W-9 must be submitted with this bid response.
•	BIDDER'S CONTACT INFORMATION: This will be filed as your permanent contact information.
	1. Company Name
	2. Address
	3. Bid Representative's Name
	4. Phone Number(s)/Extension(s)
	5. Fax Number
	6. Email Address
	7. Website
	PURCHASE ORDER ADDRESS: Please complete if different from Bidder's Contact Information.
	1. Purchase Order Address
	2. Representative's Name
	3. Phone Number (s)/Extension(s)
	4. Fax Number
	6. Email Address
•	<b>PROMPT PAYMENT DISCOUNT:</b> MCPS may consider prompt payment discounts as part of the award process; however, the Board reserves the right to make awards according to the best interests of MCPS.
	Prompt payment discounts of less than twenty (20) days will not be considered.
•	<b>PURCHASING CARD AND SUA PAYMENT PROGRAM:</b> MCPS is currently utilizing a purchasing car and Single Use Accounts (SUA) payment program through JP Morgan MasterCard. Please check th appropriate box below.
	☐ Yes, we accept MasterCard ☐ No, we do not accept MasterCard

Note: Beginning April 1, 2018, MCPS will no longer process check payments. To avoid payment delays after this change, all bidders that accept MasterCard are strongly encouraged to sign up to receive SUA payments upon being notified of an award. For bidders that do not accept MasterCard, the ACH payment method is also available. Please e-mail SUA@mcpsmd.org to register for SUA, or e-mail accountspayable@mcpsmd.org to

request ACH registration forms.

VI.	PURCHASE ORDER PREFERENCE: Montgomery County Public Schools (MCPS) is in the process of issuing orders via Facsimile or US Mail. MCPS prefers facsimile. Please check your preference below.
	☐ Facsimile ☐ US Mail ☐ Email ☐ EDI
VII.	SLMBE (SMALL, LOCAL AND MINORITY BUSINESS ENTERPRISE): Check the appropriate box below.
	☐ African American ☐ Asian American ☐ Hispanic ☐ Native American ☐ Female ☐ Disabled ☐ None
VIII	NON-DEBARMENT ACKNOWLEDGEMENT
_ 0	I acknowledge that my firm has NO pending litigation and/or debarment from doing business with the State of Maryland rany of its subordinate government units and/or federal government within the past five (5) years.
-0	I acknowledge that my firm has pending litigation or has been debarred from doing business with the State of Maryland rany of its subordinate government units and/or federal government, within the past five (5) years. (Attachment)
	as the duly authorized representative of the applicant, I hereby certify that the above information is correct and that I will advise Montgomery County Public Schools should there be a change in status.
Е	sy (Signature)
N	lame and Title
	Vitness Name and Title
IX.	<b>BIDDER'S CERTIFICATION:</b> Upon notification of award, this document in its entirety is the awarded vendors contract with MCPS. By signing below, the undersigned acknowledges that s/he is entering into a contract with MCPS.
	A. The undersigned proposes to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. This certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same supplies, materials or equipment, and is in all respects fair and without collusion or fraud.
	B. I hereby certify that I am authorized to sign for the bidder. (Bidders are cautioned to read the material under Section XXVII signature to Bids, and to comply with its stipulations.) I/We certify that none of this company's officers, directors, partners or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state of federal government; and that no member of the Board of Education of the Montgomery County Public Schools Administrative or Supervisory Personnel, or other employees of the Board of Education has any interest in the bidding company except as follows:
	By (Signature)
	Name and Title
	Witness Name and Title



### Metropolitan Washington Council of Governments Rider Clause Invitation For Bid 7125.5, Transportation Services for MCPS Students

USE OF CONTRACT(S) BY MEMBERS COMPRISING Mid -Atlantic Purchasing Team COMMITTEE

### **Extension to Other Jurisdictions**

The [issuing jurisdiction] extends the resultant contract (s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories.

### Inclusion of Governmental & Nonprofit Participants (Optional Clause)

This shall include but not be 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 required these good, commodities and/or services.

### **Notification and Reporting**

The Contractor agrees to notify the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

### **Contract Agreement**

Any jurisdiction or entity using the resultant contract (s) may enter into its own contract with the successful Contractor (s). There shall be no obligation on the party of any participating jurisdiction to use the resultant contract (s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction Including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue.



### Metropolitan Washington Council of Governments Rider Clause Invitation For Bid 7125.5, Transportation Services for MCPS Students Cont.

KENCH STORY	Yes	No		Yes	No		Yes	No
Alexandria, Virginia			Gaithersburg, Maryland			Rockville, Maryland		
Alexandria Public Schools	18 2 18		Greenbelt, Maryland	2753	3190	Spotsylvania County	377.0	\$450
Alexandria Sanitation Authority			Harford County			Spotsylvania County Gov & Schools		
Annapolis City	15950		Harford County Schools	30750	1000	Stafford County, Virgina		
Anne Arundel County			Howard County			Takoma Park, Maryland		
Anne Arundel School			Howard County Schools			Upper Occoquan Service Authority		
Arlington County, Virginia			Herndon, Virginia			Vienna, Virginia		
Arlington County Public Schools			Leesburg, Virgina			Washington Metropolitan Area Transit Authority		
Baltimore City			London County, Virgina			Washington Suburban Sanitary Commission		
Baltimore County Schools	0 1 745	10000	Loudoun County Public Schools			Winchester, Virginia		
Bladensburg, Maryland			Loudoun County Water Authority			Winchester Public Schools		
Bowie, Maryland		KE	Manassas City Public Schools				a poble	
Carroll County			Manassas Park, Virginia					
Carroll County Schools			Maryland DGS Purchasing					
Charles County Government			Maryland-National Capital Park & Planning Commission					
City of Fredericksburg			Metropolitan Washington Airport Authority					
College Park, Maryland			Metropolitan Washington Council of Government					
District of Columbia Government			Montgomery College					
District of Columbia Water & Sewer Auth.			Montgomery County, Maryland					
District of Columbia Public Schools			Montgomery County Public School					
Fairfax, Virginia			Northern Virginia Community College					
Fairfax County, Virginia			Prince George's Community College					
Fairfax County Water Authority			Prince George's County, Maryland					
Falls Church, Virginia	13/367		Prince Georgia Public Schools	DE PER			1560	
Fauquier County Schools & Government			Prince William County, Virginia					
Frederick, Maryland			Prince William County Public Schools					
Frederick County, Maryland			Prince William County Service Author					

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

### MONTGOMERY COUNTY PUBLIC SCHOOLS

Procurement Unit 45 West Gude Drive, Suite 3100 Rockville, MD 20850-9999

### General Stipulations and Instructions To Bidders

### I. Invitation For Bid

The Board of Education of Montgomery County Maryland, herein after referred to as The Board of Education, will receive sealed proposals until the date and time indicated on the cover of the Invitation For Bid. Bids must be delivered to Montgomery County Public Schools, Procurement Unit, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, and be received and stamped prior to the bid opening. Bids may be delivered in person, but delivery to the mailroom or lobby does not validate the time of receipt. The respondent shall assume full responsibility for timely delivery of the bid, whether by the U.S. Postal Service or by any other carrier. Bids received after the designated time for the receipt of solicitations will be returned unopened. Bids must be delivered in sealed opaque envelopes. Envelopes shall be clearly marked on the outside lower left corner with the bid number and bid opening date and time.

### II. Intent

These specifications are intended to cover the furnishing and delivery of said materials, supplies, or services as hereinafter shown to any or to each of the various public schools, offices, or to any designated warehouse or warehouses in Montgomery County, Maryland, whichever is specified, in quantities to be determined subsequent to the bid opening.

### III. Right To Cancel Or Reject Bids

- The Board of Education reserves the right to cancel any contract if, in its opinion, there is a failure at any time to perform adequately the stipulations of this Invitation For Bid, or if the general conditions and specifications which are attached and made part of this bid are not fulfilled, or if in any case there is any attempt to willfully impose upon the Board of Education materials or products or workmanship which are in the opinion of the Board of Education of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of the Board of Education to damages for the breach of any covenants of the contract by the contractor. The Board of Education also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials or services similar in nature to those mentioned in this bid.
- B. The Board of Education reserves the right to reject any or all bids in whole or in part; to make partial awards; to waive any irregularity in any quotation; to increase or decrease quantities if quantities are listed in the bid; to reject any bid that shows any omissions, alterations of form, and additions, conditions, or alternate proposals not called for; and to make any such award as is deemed to be in the best interests of the Board of Education.
- C. All items furnished must be completely new and free from defects. No others will be accepted under the terms and intent of this bid.

### IV. Right To Purchase In The Open Market

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, The Board of Education reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bond is required under the conditions of the bid.

### V. Failure To Furnish Item(s)

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, The Board of Education reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the Board of Education.

### VI. Employer Information Report EEO-1

The Board of Education requires that each successful bidder be liable for compliance with the provisions of Title VII of the Civil Rights Act of 1964. In order to fully comply with Title VII, a company must file Employer Information Report EEO-1 with the Joint Report Committee, 1800 G Street, NW, Washington, D.C. 20036. Only companies that fall within the following categories are required to file the Employer Information Report EEO-1:

The entire company has at least 100 employees on the payroll. The company is affiliated through centralized ownership and/or centralized management, and the group legally constitutes a single enterprise employing a total of 100 or more employees.

If your company has already filed an EEO-1 by virtue of supplying materials or services under Federal Government Contracts, it is necessary to submit only a copy of your most recent EEO-1 report to the Procurement Unit. If you are filing a report for the first time, send a copy of EEO-1 to the Procurement Unit. Please note that purchase orders will not be issued to companies that fall into the above categories until proof of EEO-1 reporting has been received.

### VII. Preparation Of Bid

Bids must be submitted on the copy provided. Bidders may wish to reproduce and retain one copy for its files. Bids must be signed by an authorized representative of the company submitting a bid. It is the intent of this solicitation that should a given bid be accepted, it will automatically become the contract. Notification of the bid award will be made by letter. Bidders shall submit its bids and specifications on the appropriate specification sheets that show the schedule of items to be purchased. Bidders may attach a letter of explanation to its bid if it so desire.

Prices quoted shall not exceed the prices established under any governmental price control regulations. Bidders will be required if requested by The Board of Education, to furnish satisfactory evidence that they are qualified as manufacturers or dealers in the items listed and have a regularly established place of business. An inspection of any bidder's place of business may be made to determine the bidder's ability to perform.

### VIII. Discounts

The Board of Education reserves the right to consider discounts in computing the bid.

### A. Trade Discounts

All prices offered must be the lowest net price after trade discounts have been considered. Bids offering a percentage off list prices will not be accepted unless: (1) specifically requested in that manner; (2) two copies of the referenced price list accompany the bid.

### B. Payment Discounts

Prompt payment discounts are solicited and will be treated as follows:

(1) Unless specifically stated otherwise, discounts offered which allow a minimum of twenty (20) days to qualify will be

deducted from prices offered in the bid for the purpose of determining the lowest price offered.

(2) Discounts offering less than twenty (20) calendar days will not be deducted from price offered for the purpose of determining the lowest price, but will be taken if payment is made within the discount period.

### IX. "Or Equal" Interpretation

Unless the specifications and/or conditions state a specific brand and substitutions will not be considered, the Board of Education will consider other brands or the product of other manufacturers as long as the product meets the same specifications, standards, and quality of the material being solicited through the bid. On all such bids the bidder shall indicate clearly the product on which it is bidding and shall supply sufficient data on its own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified.

Whenever the specifications indicate a product of a particular manufacturer, model, or brand and in the absence of any written statement to the contrary by the bidder, the bid will be interpreted as being for the exact brand, model, or manufacturer specified, together with all accessories enumerated in the specifications.

### X. Consideration of Prior Service

Awards on this bid will be made after consideration has been given to any previous performance for The Board of Education as to quality of service and/or merchandise and with regard to the bidder's ability to perform should it be awarded the bid.

### XI. Delivery

The bidder agrees to furnish and deliver during the period of the contract the items and articles which may be awarded to the bidder in such amounts and quantities within the terms of the contract. All Deliveries Must Be Prepaid FOB Destination, And In No Case Will Shipments Collect Or Sidewalk Deliveries Be Accepted. Bidders shall uncrate, completely assemble, and set in designated place all equipment and furniture. All delivery cost shall be included in the bid unit price.

### XII. Packing Slips And Delivery Tickets

All materials delivered on this contract shall be packed in a substantial manner in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging or for deposits on containers. All deliveries shall be accompanied by delivery tickets or packing slips. Tickets shall contain the following information for each item delivered: the quantity, bid number, and the name of the contractor.

### XIII. Invoices

Payment depends on receipt of a proper invoice and satisfactory contract performance. All invoices are to be transmitted to the Division of Controller at:

Division of Controller 45 West Gude Drive, Suite 3200 Rockville, MD 20850-9999

Every invoice must include the following information:

- A. Name and address of the contractor
- B. Taxpayer Identification number
- C. The purchase order number
- D. An invoice number
- E. Bid number if applicable
- F. The ship to address
- G. Line item description, quantity, unit of measure, unit price, and extended price as stated on the purchase order
- H. Shipping and payment terms if not a bid item

When a discount for payment is authorized and taken; it will be made to the contractor as close as possible to, but not later than, the end of the discount period. Prices quoted shall not include federal excise or state sales and use taxes. Exemption certificates will be furnished upon request. Contractor inquiries concerning payment may be made to accountspayable@mcpsmd.org.

### XIV. Bid Security

If bid security is required, it must be payable to: "Montgomery County Board of Education."

Such bid security will be returned to all except the successful bidder(s) within five business days after awards have been made. The bid security of the successful bidder(s) will be returned upon receipt of the performance bond if such bond is required under the terms of the award. If no award is made within 60 days after the date of the opening of the bids, bid security will be returned to any bidder upon demand of the bidder at any time after the 60-day period so long as it have not been notified of the acceptance of its bid. Written notification of the acceptance of any bid will be made to the successful bidder(s).

### XV. Performance Bonds

If required, the successful bidder or bidders on this bid must furnish a performance bond in the amount indicated in the bid document, made out to Montgomery County Board of Education and prepared on an approved performance bond form as security for the faithful performance of its contract. The performance bond shall be submitted within ten business days of the notification that the bid has been awarded. The surety thereon must be such surety company or companies as are acceptable to The Board of Education and as are authorized to transact business in the State of Maryland. Attorneys in fact who sign bid bonds must file with each bond a certified copy of its power of attorney to sign said bonds. Should the bidder fail or refuse to furnish the required performance bond within ten business days after notification the bidder shall pay to The Board of Education as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with its bid.

### XVI. Provision For Municipal Offices

Each bidder agrees when submitting its bid that it will make available to every office and department of the Montgomery County Government the bid prices submitted on this bid should any such department or office wish to take advantage of the bid prices submitted to The Board of Education.

### XVII. Product Testing During Time of Contract

Material delivered on any contract resulting from this Invitation For Bid may be tested for compliance with the specification stipulated herein. Any shipment failing to fully meet or comply with the specification requirements will be promptly rejected.

The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the Board of Education except if the order or shipment is rejected for failure to meet the requirements of the specification. In case of failure to meet the requirements of the specification the cost of testing will be charged to the contractor.

### XVIII. Safety Standards

All work performed and all items supplied shall be in compliance with applicable federal and state safety standards. (OSHA-MOSHA). Material Safety Data Sheets shall be included in all shipments.

### XIX. General Guaranty

The contractor agrees to:

A. Save the Board of Education, its agents, and employees harmless from liability of any nature or any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the contract of which the contractor is not patented assignee, licensee, or owner.

- B. Protect the Board of Education against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- C. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to its own work or to the work of the contractors for which it or its workers are responsible.
- D. Pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, rules, and regulations of the Board of Education and of the State of Maryland.

### XX. Indemnity

The contractor shall indemnify, keep, and save harmless the Board of Education, its agents, officials, and employees against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in any way occur against them in consequence of the granting of this contract or which may in any way result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the contractor or its employees, except to the extent of the negligence of the Board of Education, its agents, officials and employees. The contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Board of Education in any such action based on the actions and/or negligence of the contractor. its agents and employees, the contractor shall at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the Board of Education as herein provided.

### XXI. Insurance

The contractor shall maintain Comprehensive Business Insurance for protection from claims under the Workmen's Compensation Act, claims for damage because of bodily injury, death, or property damage to others, including employees of the Board of Education; and claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by the contractor or by any subcontractor or anyone directly or indirectly employed by either of them. The contractor shall also maintain product liability insurance. The aforementioned insurance shall cover the duration of the contract period, including all periods of the time and all places where work is performed under an expressed or implied warranty. The limits of such liability insurance for each occurrence shall be equal to or greater than \$500,000 for Bodily Injury and \$100,000 for Property Damage. The certificate on the insurance, indicating coverage for the term of the contract, shall be made in favor and provided to The Board of Education prior to commencement of the contract. A company duly licensed by the Maryland Insurance Commissioner and qualified to sell insurance in Maryland shall issue all insurance policies.

### XXII. Inspection Of Premises

Before submitting a bid for any construction or installation work in any building or on the premises of the Board of Education, the bidder should carefully examine the premises and upon submitting its bid will be considered to have examined the premises, building, or buildings where the work is to be done. For any work or installation requiring the use of labor, the successful bidder before starting work must provide sufficient evidence of insurance showing that it is adequately covered for Workmen's Compensation and Public Liability insurance.

### XXIII. Patents

The contractor shall hold and save the Board of Education, its officers, agents, servants, and employees harmless from liability of any nature or kind, including costs and expenses for or on account of any patented or unpatented inventions, articles, process, or appliance manufactured or used in performance of this contract including its use by Montgomery County, unless otherwise specifically stipulated in this contract.

### XXIV. Samples And Catalog Cuts

### A. Requirements and Delivery

Sample requirements and sample delivery stipulations are indicated in the bid document. Further details concerning samples may also be indicated in the detailed specification portion of the invitation. Bidders shall make all arrangements for delivery of samples to location indicated.

### B. Sample Identification

All sample packages shall be marked "Samples" and each sample shall bear the name of the bidder, item number, and bid number and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of its bid

### C. Testing or Comparing Samples

Samples are requested for the purpose of testing or comparing with detailed specifications. Therefore, The Board of Education reserves the right to retain or destroy the articles or materials submitted as samples for the purpose of testing. Accordingly, The Board of Education shall be free from any change or claim on the part of the bidder or contractor if any articles or materials furnished as samples are lost or destroyed. Materials such as food may be tested from the raw, uncooked, baked, or canned sample being submitted at the time of bid opening or subsequent to bid opening. Food tests shall consider specification factors such as contents, weight, size, taste, texture, appearance, uniformity of color, and defects, if any.

### D. Retention and Removal of Samples

The samples submitted by bidders on items on which it have received an award will be retained by The Board of Education until the delivery of contracted items is completed and accepted. Bidders whose samples are retained will be notified when its samples may be removed. Samples on which bidders are unsuccessful must be removed as soon as possible but not more than 15 calendar days after notification that the award has been made by The Board of Education. The Board of Education will not be responsible for such samples if not removed by the bidder within 15 calendar days after the notification of award has been made.

### E. Sample Quantities

Samples are required in the exact packaging and size as stated in the item description unless otherwise indicated in the bid document or it is determined that a smaller quantity is sufficient for adequate testing.

### F. Descriptive Literature

All bidders are required to furnish with the bid proposal a brochure, properly bound and labeled, showing full illustrations and specifications on each item offered, if bidding other than specified; or if specifically requested. These cuts and specifications are to be arranged and labeled with the item number in the same sequence as the items appear in the specifications and attached on separate pages of a brochure. The cover of the brochure shall contain:

- 1. Vendor's name, address, and phone number
- 2. Bid number

### XXV. Time of Completion

The Board of Education reserves the right to revise the starting and completion dates for delivery and installation of equipment to new schools and additions as stated below if the bid is wholly or in part for the furnishing of new schools and additions to existing buildings. At least 60 days prior to the date scheduled for delivery and installation for each project, the Board of Education will notify the contractor whether or not any change will be required in the dates for

the beginning and completion of delivery. The right is reserved to specify beginning dates and completion dates two weeks earlier than listed above or to postpone the beginning and completion dates for not more than 30 days later than the dates as listed. These changes in delivery dates, if any, for new schools and additions to older buildings will be applicable to individual projects as specified and not to all projects as a whole. The estimated dates on which deliveries may be begun and which time deliveries and installations must be completed have been estimated as carefully as possible; and if any change is required by circumstances beyond the control of the Board of Education, the revised delivery dates as established by the procedures outlined immediately above will become the definite schedule for completion of the contract as if it had been set in the original schedule as outlined.

### XXVI. Guarantee

The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by it for a period of one year from date of acceptance of the items delivered and installed. If, within the guarantee period, any defects or signs of deterioration are noted which in the opinion of The Board of Education are due to faulty design and installation, workmanship, or materials, upon ratification, the contractor, 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 the Board of Education. These repairs, replacements, or adjustments shall be made only at such times as will be designated by the Board of Education as least detrimental to the instructional programs.

### XXVII. Signature To Bids

Each bid must show the full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including Notice of Award, Copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Bids 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 individuals composing the partnership. Bids 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 required, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of its authority to do so.

### XXVIII. Errors In Bids

Bidders, or its authorized representatives, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and the bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders.

### XXIX. Resolution and Disputes

Bidders who have any concerns regarding the recommended awards of this solicitation should promptly contact the buyer in the Procurement Unit before the scheduled Board action. Any concerns that cannot be resolved informally with the buyer should be addressed to the senior buyer of the Procurement Unit. The senior buyer of the Procurement Unit shall attempt to resolve, informally, all protests or complaints regarding bid award recommendations. Any formal protest must be filed with the senior buyer of the Procurement Unit within seven (7) calendar days of the date of the pre-award notice.

### XXX. Inquiries

Should any bidder have any question as to the intent or meaning of any part of this bid, it must contact the undersigned to receive a written reply before submitting its bid. Inquires must be submitted in writing no later than four business days prior to bid opening date.

Eugenia S. Dawson

Director, Department of Materials Management

# MONTGOMERY COUNTY PUBLIC SCHOOLS PROCUREMENT UNIT 45 West Gude Drive, Suite 3100

Rockville, MD 20850-9999

### SPECIAL INSTRUCTIONS TO VENDORS FOR MAILING BIDS

Bids must be delivered in sealed, opaque envelopes, and labeled clearly as follows:

	SAMPLE BID RESPONSE ENVELOPE
(Return Address)	
	BID ENVELOPE
	TO BE DELIVERED TO
	Procurement Unit MONTGOMERY COUNTY PUBLIC SCHOOLS 45 West Gude Drive, Suite 3100 Rockville, MD 20850-9999
BID NO BID NAME OPENING DATE OPENING TIME	

Vendor name and address must appear on the upper left hand corner of the bid envelope.

The specific bid number, opening date, and time must appear in the lower left hand corner of the bid envelope.

It is suggested that vendors utilize a tracking service to insure prompt delivery.

# Department of Materials Management Procurement Unit MONTGOMERY COUNTY PUBLIC SCHOOLS 45 West Gude Drive, Suite 3100 Rockville, Maryland, 20852

Invitation For Bid #7125.5, Transportation Services for Montgomery County Public Schools' Students

### GENERAL CONDITIONS AND SPECIFICATIONS

### I. GENERAL CONDITIONS

### A. Intent

The specifications contained herein are intended to provide alternative transportation services for Montgomery County Public Schools' (MCPS) students when bus services are unavailable, inappropriate or otherwise unsuitable given the needs of the students.

### B. Scope

These alternative transportation services may originate within or outside of Montgomery County, Maryland. Alternative transportation services that may be required are curb-to-curb and facility-to-facility for students. Montgomery County encompasses approximately 500 square miles. The majority of transportation services will be pickup and delivery within Montgomery County. However, MCPS services approximately 265 school locations of which, 206 are within Montgomery County, and the remaining are located in other areas of Maryland, Washington DC, or Virginia.

### C. Awards

It is the intention to award this contract to the bidder(s) submitting the most favorable unit prices with consideration being given to any previous performance for the Board of Education as to quality of service, and with regard to the bidder(s) ability to perform should it be awarded the contract. Awards may be made to one successful bidder or multiple bidders. However, the Board reserves the right to make awards according to the best interests of the Board of Education of Montgomery County, Maryland.

### D. Contract Term

The term of contract shall be for one year as stipulated on the Invitation For Bid. However, the contract may not begin until one day after approval by the Board of Education and will conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to three additional one-year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful Contractor(s) 90 days prior to the expiration of the original contract. The Contractor(s) shall have ten days from the date of notification to return the notice acknowledging its intent to accept or reject the extension. Once all responses are evaluated, MCPS staff may make a recommendation to the Board of Education to extend the contract or

decide to rebid. If the contract is extended by the Board of Education a contract amendment will be issued.

### E. Provision for Price Adjustment

Upon contract award, successful bidders shall submit a "Rates and Services" description which outlines current rates, service area, fleet size and type of vehicles; COMAR certification, and total employees. Thereafter, the Contractor will resubmit this same information to MCPS at the time of any decreases in meter rates and give immediate benefit to MCPS in a proportionate amount. During the contract term, if legislation is enacted increasing the meter rates, the successful bidders may request a price increase in the same manner, by submitting the previously referenced documentation at least 30 days prior to any increase in rates or change in services and capabilities. Successful bidders must submit a written request for price relief also with the aforesaid documentation from Montgomery County Government to verify the basis for such request. MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. Any runs completed prior to a request for a price increase shall be honored at the original contract price. If the request is approved, a contract amendment will be issued.

### F. <u>Deviations</u>

All bids meeting the intent of the invitation will be considered for award. Bidders offering and quoting on substitutions or who are deviating from the terms, conditions, and/or specifications shall list such and <u>explain fully</u> on a separate sheet to be submitted with its bid. The absence of such a sheet shall indicate that the bidder has taken no exception and shall be held responsible for performing in accordance with the terms, conditions and specifications as stated herein.

### G. Quotations on Scenarios

Price quotations shall follow the Contractor's rate sheet as provided to MCPS. No bidder will be allowed to offer more than one price on each of the six Scenarios attached. If said bidder should submit more than one price for a Scenario run, all prices may be rejected.

Bidders shall submit a complete invoice in response to each of the six runs as listed in the Scenarios attached. Each invoice shall be an exact replica of what will be produced and submitted for payment in response to a real run. See Paragraph J. Invoices for information on what is required in an invoice. Each Scenario represents one run, which includes both a pickup and a drop-off. One invoice is required for each Scenario.

The attached runs on the item specification are representative of previous needs and should in no way be interpreted as being firm or binding or that MCPS is obligated to use, or that they may be awarded.

### H. Contractor Charges

Contractors shall submit monthly invoices of work performed for that month which shall list date, time of actual pickup, time to destination, and time of arrival at destination. Contractor charges shall begin at the first point of pickup of an attendant or student and end at the last

drop off point for the student or attendant. No charges shall accrue for deadheading between the Contractor's depot or base location and returning to same except where MCPS has terminated a trip after deployment.

### I. Invoices

All invoices shall be submitted to the Department of Transportation, 16651 Crabbs Branch Way, Rockville, MD 20855. Invoices may be delivered, mailed or emailed (contact to be provided) and shall provide the following information:

- 1. Date services operated
- 2. Student Name
- 3. Pick up point
- 4. Destination point
- 5. Pick up time
- 6. Drop off time
- 7. Mileage
- 8. Idle time
- 9. Total cost of trip
- 10. Run number
- 11. Attendant name (if applicable)

All invoices will be checked against the Contractor's current rate sheet. Invoices submitted without the required information may be delayed and/or not be paid without revision.

Complete invoices shall be submitted with the response to this solicitation with the six Scenarios attached.

### J. Special Conditions

- 1. Audit Provisions MCPS shall have the right to examine the Contractor(s) records pertaining to work performed under the contract to determine and verify their compliance with all contractual conditions. MCPS shall be granted access to such records at all reasonable times during the contract period and for three years thereafter. This shall include a record of driver names that are performing under this contract.
- 2. Contingent Fee The Contractor(s) hereby represent that they have not retained anyone to solicit or secure this contract from MCPS upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal services consistent with applicable canons of ethics.
- 3. Assignments Neither this contract nor any interest therein nor claim there under shall be assigned or transferred by the Contractor(s) except as expressly authorized in writing by MCPS and no contract shall be made by the Contractor(s) with any other party for furnishing any of the work or services herein contracted for without the written approval of MCPS.

- 4. Maryland State Code of Regulations Requirements Contractor shall certify with notarized letter or certificate that they operate transportation for hire under Maryland State Code of Regulations (COMAR), to include all related drug testing, driver and attendant training and licensing, and regular in-service meetings.
- 5. Disputes Any dispute concerning a question of fact arising under this contract shall be disposed of by written agreement between the Contractor and the contracting officer. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the contract performance.

### K. Vehicle and Facility Inspections

Prior to award and throughout the contract term, MCPS reserves the right to inspect vehicles used and facilities operated by Contractor at any time during normal working hours. Any vehicle that is found or thought to be unsafe or in violation of COMAR shall be immediately discontinued from use under this contract until made safe and authorized by MCPS to be placed in service again.

### L. Contract Termination

Awards may be made to multiple bidders based on the responses. Upon award, the Contractor will be considered "qualified" to transport MCPS students.

At any time during the contract term, a Contractor previously deemed qualified to transport MCPS students may be terminated for poor performance, ability to meet pickup or drop-off requirements, cancellation of insurance, as well as for additional reasons deemed by MCPS contracting officials to be in the best interest of the students of MCPS. MCPS reserves the right to terminate any Contractor at any time during the contract term.

At any time during the contract term, with or without written cause, MCPS reserves the right to require that a Contractor no longer use a named driver in the performance of this contract.

### M. Items to be Submitted with Bid

Bidders shall provide the following information with their bid response:

- 1. Number and types of vehicles (i.e. taxicabs, wheelchair accessible vehicles, seating capacity, two-way radios or other communication equipment, etc.) available under this contract.
- 2. Main administrative and dispatch telephone number(s).
- 3. Management employees: dispatcher name(s) and work shifts the company operates.
- 4. Certification that the bidder is qualified to provide taxicab or transportation services in Montgomery County, Maryland and, if licensed to do so, throughout Maryland, DC, and Virginia (a copy of certification(s) will be accepted).
- 5. Certification, or a notarized letter signed by the bidder's presiding officer, that the Contractor is compliant with COMAR.

- 6. List of all facilities and operating hours.
- 7. List of services provided and the service area wherein the Contractor is licensed to operate.
- 8. Documentation of previous work experience.
- 9. Complete, detailed information regarding their drug and alcohol testing program.
- 10. Completed scenarios with invoices attached (See Paragraph G. Quotations on Scenarios).
- 11. Any additional required information as requested in this solicitation.
- 12. Any additional information that may be helpful in determination of award.
- 13. Three references from contracts of a similar nature: three current customers' company names, contacts, addresses and phone numbers. If the reference information is not accurate and MCPS cannot contact the person(s) named, the bid may not be considered.
- 14. One original and two copies of the bid are requested. The cover page of each copy must be clearly marked original or copy.

All submissions shall be clearly and legibly marked "Submission 1" or "Submission 2" and etcetera. All documents requiring original signatures shall be submitted on company letterhead.

### N. <u>Insurance Requirements</u>

The following indicates a minimum of the types and amounts of insurance that a Contractor shall keep in force while performing under this contract.

1. <u>Automobile Liability</u>
Bodily Injury - \$500,000 any one accident
Property Damage Liability - \$250,000

OR

Bodily Injury and Property Damage Liability Combined - \$500,000 any one accident coverages to be included: Such insurance shall provide coverage for all owned, non-owned and hired automobiles.

2. Worker's Compensation and Employers Liability Insurance Statutory Limits:

\$100,000 each accident \$100,000 each employee \$500,000 policy limit

Such insurance shall be with a company qualified to do business in Maryland. The policy form shall contain a contractual liability endorsement to cover liability assumed by contract by the successful bidder. All policies shall name MCPS as also insured with respect to any claim or cause of action that may arise out of this contract. The policies shall list all taxicabs that will be used under this solicitation. All policies shall be kept current and in force and provide

30 day notice of cancellation of material change to MCPS. The Contractor shall not hold MCPS liable for any injuries to the employees, agents or assignees of the Contractor arising out of or during the course of their employment relating to this agreement. The successful bidder(s) shall furnish certificates of insurance evidencing such coverage within ten days after notification of award to the Division of Procurement. The successful bidder(s) shall not perform under this contract until the proof of insurance has been received. Contact information shall be provided upon award. MCPS shall not be responsible for payment under this contract to any bidder who has not complied with this requirement.

### O. Addenda/Errata

Changes or addenda to a solicitation may occur prior to the solicitation opening date and time. It is the bidder's responsibility to check the "Event Calendar" on the MCPS website http://www.montgomeryschoolsmd.org/departments/procurement/ or 301-279-3555, to verify whether addenda/errata have been issued. Failure to provide the signed acknowledgement of the addenda/errata may result in the bid being deemed non-responsive.

### P. Contractor Obligation

### Contractors' and sub-contractors' responsibility regarding registered sex offenders:

Maryland Law requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5000 fine.

Each contractor shall screen their work-forces to ensure that a registered sex offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work-force" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it used to perform the work. Violation of this provision may cause MCPS to take action against the contractor up to and including termination of the contract.

See appendix A Contractor Obligation

### Q. Award Criteria

- 1. Conformance to specifications
- 2. Ability to perform
- 3. Price
- 4. Past performance
- 5. Required submissions (See Paragraph M.)

### R. Submission of Bid

One original and two copies of the bid are requested. The cover page of each copy must be clearly marked original or copy.

### S. <u>Inquiries</u>

Inquiries regarding this solicitation must be submitted in writing, to Deborah Ashcom, Buyer, Montgomery County Public Schools, Procurement Unit, 45 West Gude Drive, Rockville, Maryland 20850, fax number 301-279-3173. Questions must be received no later than four business days prior to bid opening in order for the bidder to receive a reply prior to submitting its bid. The Board of Education will not be responsible for any oral or telephone explanation or interpretation. Bidder contact with any other MCPS employee regarding this solicitation until the contract is awarded by the Board of Education will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid. The MCPS Procurement website is <a href="http://www.montgomeryschoolsmd.org/departments/procurement/">http://www.montgomeryschoolsmd.org/departments/procurement/</a>

### II. DETAILED SPECIFICATIONS

An attendant may be provided by MCPS, or a student's family member. Attendants may be MCPS bus operations or school-based employees, and/or may be outside professionals such as medical technicians or family provided health care technicians.

Students requiring transportation may have special needs. Some students may require medical services or equipment in-route, which would be handled by a medical professional, the student's family, or provided by MCPS. All students require seat belt safety restraints; some students may require supplemental safety restraints which MCPS or others may provide. All drivers should know basic first aid and be prepared to call 911 in any emergency. Due to the high temperatures in the months of March through October, some students require air conditioning (temperature below 75°F) in the vehicle. All such conditions are communicated to the Contractor at time of service request.

The County Executive sets rates for service; however, MCPS is seeking formal contract awards to for the alternative transportation services indicated herein.

### A. COMAR, Required Training, Instruction, and Other Considerations

Contractor shall submit a notarized letter on company letterhead signed by the bidder's presiding officer certifying that it operates in compliance with the Maryland State Code of Regulations (COMAR), specifically COMAR 13A.06.07 regarding Student Transportation, as well as all other applicable titles. All drug, licensing, in-service, and other requirements of COMAR shall be met. COMAR activities undertaken by Contractor may be requested by MCPS in writing of the Contractor at any time during the term of this contract. More information is available at <a href="http://www.dsd.state.md.us/comar">http://www.dsd.state.md.us/comar</a>. The bidder's letter shall specifically certify that the following COMAR regulations are being met or exceeded:

- 1. Training and Instruction
- 2. Transporting Students with Disabilities
- 3. Alcohol and Controlled Substances Testing Program

Awarded Contractors shall maintain and regularly update files for each of the drivers utilized in the performance of this contract. These files may be requested of the Contractor at any time throughout the term of the contract. Failure to provide this documentation within 24 clock

hours of a written request may result in default of the contract and a Notice of Termination may result.

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### B. Termination for Default or for Convenience of MCPS

### 1. Welfare and Safety of MCPS Students

Contractors shall enter into this contract with MCPS with the express understanding that the welfare and safety of MCPS students shall be first and foremost in all determinations made by MCPS and is required to be the first and foremost consideration of any Contractor awarded and performing under this contract. MCPS may wish to investigate a Contractor's performance with notification or suspicion or if for any reason it is thought that a Contractor may have performed any aspect in any way, including inadvertently, which was considered to have endangered the welfare or safety of a student. Under these circumstances, MCPS reserves the right to conduct investigative proceedings.

### 2. Performance

The performance of work under the contract may be terminated by MCPS in accordance with this paragraph in whole or in part:

- a. If the Contractor is found to be in default of this contract (included in the term "default" is any failure by the Contractor to maintain such standards as to ensure that the letter of this contract may be carried out) and shall fail to cure such default within a period of ten days, or as determined by the director of the Division of Procurement, after receipt from the Department of Transportation of a notice of default; or
- b. Whenever for any reason MCPS shall determine that such termination is in the best interest of MCPS.

In the event of termination, a Notice of Termination specifying whether termination is for the default of the Contractor or for the convenience of MCPS, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective will be issued to the Contractor.

Prior to any Notice of Termination, MCPS will conduct investigative proceedings.

### 3. <u>Investigative Proceedings</u>

If at any time a Contractor's performance comes into question for any reason, MCPS shall initiate the following course of action:

- a. Notify the Contractor in writing of a complaint (if applicable) and pending investigation (at which time MCPS reserves the right to place the Contractor's performance under this contract on "hold" until results are revealed)
- b. Schedule an initial meeting between the Contractor and MCPS contracting officials during which the Contractor may present their response and any information they deem appropriate (at which time the process may be resolved)

- c. Conduct a complete and documented investigation; and
- d. Schedule a final meeting with the Contractor and MCPS contracting officials to reveal the findings and final determination.

MCPS contracting officials will make the determination on the basis of information available to them. All determinations are final. Results of the investigation will include the finding and the conclusion. An "At Fault", "Not at Fault", or an "Indeterminate" finding may result, as well as a penalty, if applicable. Results will be issued to the Contractor in a formal document and a copy of this document may be added to the Contractor's permanent file with the Division of Procurement if it is determined to be necessary. Results wherein the Contractor is not to be found at fault will have no further action. Results of "at fault" may result in a penalty. Penalty may include, but not be limited: written admonition, termination of the contract (Notice of Termination), debarment from performing under this contract for a period of two years, a fine equal to any damages that may have been caused, and/or a fine not to exceed \$500.00 per incident.

The Contractor shall be responsible for payment of all damages as set forth in the determination of the investigation to be paid in full via certified funds within 30 days of the date the determination was issued, unless another arrangement has been set forth in writing by the director of Materials Management. Penalties that remain unpaid after 30 days may result in Notice of Termination or debarment.

Contractors shall be held directly accountable for the actions of their subcontractors.

As there is no appeal process in the termination of work, should the Contractor disagree with the determination set forth by MCPS contracting officials, the Contractor may submit a full and complete withdrawal from the contract, which will go into immediate effect. This action may result in the debarment of said Contractor from performing under this contract for a period not to exceed two years. If debarment should occur, notification will be sent to the Contractor via certified U.S. Postal Service delivery.

In the event that a complaint is issued and is determined to require notification of law enforcement, MCPS reserves the right to notify law enforcement without any prior notification to the Contractor.

Submissions in response to this solicitation deviating from the terms of this clause may not be considered for award.

### III. SCOPE OF WORK

### A. Transportation Request

The successful bidders shall provide curb-to-curb and facility-to-facility transportation services for any designated MCPS student(s) and/or any necessary attendants. A run may or may not include:

a. Specific pickup time.

- b. Specific delivery timing to meet school bell time requirements.
- c. The need to pick up an attendant, medical professional, or school based staff prior to picking up or dropping off a student, when such additional person is necessary.
- d. Providing safe loading of student at point of entry into the vehicle.
- e. Safe transport and unloading of student from vehicle at point of designated destination.
- f. Handling or assisting with special equipment such as wheelchairs, book bags, and related items that must travel with the student (if necessary).

Some students may require specialized training of a driver or attendant. The driver may be required to provide special assistance to help a student with a wheelchair and/or safety restraints for example. Providers of this type of service must have personnel trained in first aid and CPR.

All requests for transportation will be communicated to the Contractor by telephone by an authorized representative of the Department of Transportation. The representative will provide all information including dates, times, and locations of student transportation.

Some runs will require that an attendant be picked up prior to student pick up. Attendants will be located the following six Department of Transportation depot locations:

- 1. Bethesda Depot 10901 Westlake Drive, Rockville MD;
- 2. Clarksburg Depot, 13100 Shawnee Lane, Clarksburg, MD;
- 3. Randolph Depot, 1800 Randolph Road, Silver Spring, MD;
- 4. Shady Grove Depot North, 16651 Crabbs Branch Way, Rockville, MD;
- 5. Shady Grove Depot South, 16651 Crabbs Branch Way, Rockville, MD and
- 6. West Farm Depot, 11920 Bournefield Way, Silver Spring, MD.

Most services will be in Montgomery County, Maryland, however there are some runs that are outside the area.

### B. Cancellation or Revision

MCPS reserves the right to add or delete runs at any time during the contract term. MCPS shall only be responsible for payment for services performed prior to any deleted or terminated runs. Schedules may also be revised by MCPS as new needs arise. Only an authorized official of Department of Transportation may make any changes to the runs. In instances when a run is added or cancelled, temporarily or permanently, the Department of Transportation shall notify the Contractor as far in advance of a run as possible.

### C. Drivers

Whenever possible, it is preferred that the Contractor provide the same driver for the same daily run, for the duration of that student's transportation arrangement under this contract.

III. SCOPE OF WORK 11 BID # 7125.5

Some students may be adversely or emotionally affected by changing of drivers. Stability is preferred, but not required.

Any driver who endangers a student in any way through driving habits, intimidation, negative attitude or language shall be cause for immediate release of said driver for performing any further work under this contract.

MCPS reserves the right to review the personal driving record of any driver operating under this contract at any time. Any driver who accumulates over three points from the Maryland Vehicle Administration shall not be allowed to provide services.

It is understood that the Contractor(s) and drivers performing under this contract are independent Contractors and shall not be considered an agent of MCPS nor shall any of the Contractor's employees or agents be considered subagents of MCPS.

The Contractor shall not assign or transfer any interest or claim under this contract except as authorized, in writing, by the director of the Division of Procurement and no contract shall be made by the Contractor with any other party for furnishing any of the services without the approval of said director. Drivers performing under this contract shall either rent the vehicle from the company's fleet or be the owner/operator who pays a fee to affiliate with a fleet.

### D. COMAR and Law Requirements

Contractors and drivers performing under this contract must adhere to the regulations cited under COMAR 13A.06.07 Student Transportation, Authority: Education Article, §2-205(j), 5-201, 5-203, 8-411---8-412, Annotated Code of Maryland, and all applicable titles. Contractors involved in transporting students with disabilities shall meet all of the additional requirements required to provide this service. Contractors and drivers shall be responsible for complying with any and all applicable laws, codes and regulations of the Federal Government, the State of Maryland and Montgomery County Government in connection with the services required under this solicitation, and without any costs to MCPS.

### E. Meter Rates

If meter-equipped, the meter starts when the vehicle is pulling away from the first pickup point on a run and ends when the vehicle comes to a complete stop at the final destination.

Deadhead charges shall not be considered.

The meter charges are:

- 1. Distance Charge the cost for each fraction of a mile traveled.
- 2. Waiting Time and Traffic Delay Time waiting time begins five minutes after the arrival time the taxicab is called for or when the taxicab is stopped, or has slowed to a speed of less than 11 miles per hour.
- 3. Personal Service the charge for service provided by the driver at MCPS' request, such as loading wheelchairs, etc.

4. Snow Emergency – rate that will be charged in the event a snow emergency is declared by MCPS, in the event the student needs to be picked up from their center for learning to be transported home.

### F. Holidays, School Closings and/or Delays

It is the Contractor's responsibility to be informed of holidays, school closings and delayed openings due to inclement weather. Missed trips due to inclement weather when a storm emergency is declared by MCPS shall be excluded from the requirement to fill all trip requests. No payment will be made when schools are closed due to inclement weather. The Contractor(s) shall verify that a storm emergency has been declared by MCPS before any curtailment in service is made.

If an emergency has been declared and the Contractor is experiencing operational difficulties, the Contractor must notify the Transportation Specialist in the Department of Transportation or Assistant Supervisor and advise that the trip may not be provided. However, if a student has been delivered to their center of learning from which they have scheduled a return trip, every effort must be made to provide the return service.

### G. Details Required in Performance

Contractors awarded under this contract shall meet the following performance standards under normal operating conditions:

- 1. <u>Pre-Trip of Vehicle</u> Prior to picking up a MCPS student, a pre-operational check of the Contractors vehicle shall be performed.
- 2. <u>Arrival Time (Pickup time)</u> The maximum variance between actual arrival time and time promised to the customer by the contract dispatcher or MCPS will be no greater than 20 minutes.
- 3. <u>Completion</u> All trip requests must be fulfilled, and students returned at the designated time if round trip.
- 4. <u>Complaints</u> Validated student/parent/attendant complaints will be sent to the Manager Transportation Support Services and reviewed. A driver may be removed from service under this contract where the number of complaints received is three or more in any 30 day period.
- 5. <u>Dispatchers</u> The awarded bidder(s) shall have, at a minimum, one dispatcher who is able to communicate in English to perform under this contract between the hours of 6:30 a.m. and 4:00 p.m.
- 6. <u>Routes</u> Drivers shall use the most direct route that accomplishes the stated transportation order. In some cases, this will mean a depot or school pickup before the student is actually picked up.

MCPS reserves the right to contact another company if a Contractor is unable to transport a student within the time frame and/or area needed or for any contract performance issues not corrected. MCPS will make every effort, once a run is assigned, to keep that work assigned with the company receiving it for the duration of the student's need.

### H. Driver Performance & Qualifications

All drivers shall meet or exceed all requirements indicated in this solicitation and have passed the required physical examination required by the MVA for school vehicle drivers, as well as the required drug tests. By performance under this contract, it shall be assumed by MCPS that all stipulations have been met; however, MCPS reserves the right to audit compliance and / or request written records of such requirements at any time.

The driver's photo ID shall be displayed prominently at all times. Appropriate child restraint systems must be provided and worn by the student at all times; MCPS may elect to provide additional or replacement safety equipment to include belts, car seats, or vests and possibly other equipment. The driver may be required to assist the student with the restraint system, as well as assist with the student entering and exiting the cab. The driver shall wear a seatbelt while performing behind the wheel under this contract.

Drivers shall maintain a professional appearance and shall be clean, presentable, sympathetic and understanding to the students' needs. Only "non-threatening" personality types shall be considered as acceptable drivers. Drivers must also be able to communicate in English.

After a student and/or attendant has been picked up, the run must continue without interruption to the designated destination along the most expeditious route possible. Drivers shall not stop to take care of personal needs or to fuel vehicles while transporting under this contract.

### I. Criminal Offense Disqualifications

Successful bidders agree that a driver shall not be considered to perform under this contract if they have criminal charges that are pending. Drivers shall have good criminal background records that shall be maintained during the performance of this contract.

Reference appendix A

### J. Operating Authority and Qualifications

The following shall be met:

- 1. Contractors and operators shall have the legal authority to operate safe and reliable transportation services. A copy of all licensing and other certifications shall be included with the bid proposal.
- 2. All companies shall be ADA compliant.
- 3. Operators shall have a current valid driver's license.

4. All vehicles that will be used under this contract shall meet MVA vehicle inspection standards.

# Appendix A – Contractor Obligation

# Contractors' Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities

Beginning July 1, 2015, all MCPS contracts must include the following provisions:

I. Prohibition against assigning registered sex offenders and individuals convicted of sexual offenses, child sexual abuse, and other crimes of violence to MCPS contracts:

Maryland Law requires that any person who enters into a contract with a county board of education "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. Under § 11-722 of the Criminal Procedure Article of the Maryland Code, an employer who violates this requirement is guilty of a misdemeanor and, if convicted, may be subject to up to five years imprisonment and/or a \$5000 fine.

Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:

- a) A sexual offense in the third or fourth degree under § 3-307 or § 3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under § 3-307 or § 3-308 of the Criminal Law Article if committed in Maryland;
- b) Child sexual abuse under § 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3-602 of the Criminal Law Article if committed in Maryland; or
- c) A crime of violence as defined in § 14–101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14–101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under § 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

Each contractor is required to submit, following award of a contract, documentation confirming that its direct employees and those of any subcontractors and/or independent contractors assigned to perform work in a MCPS school facility under the contract meet this obligation.

Additionally, the contractor must confirm that it continues to meet this obligation on an annual basis and/or when there are changes in the work-force that the contractor and/or its subcontractors use to perform the work required by the contract.

Violation of this provision is a material breach of contract for which MCPS may take appropriate action up to and including termination of the contract.

# II. Required criminal background check process for certain individuals in the contractor's workforce:

Under recent amendments to § 5-551 of the Family Law Article of the Maryland Code, each contractor and subcontractor shall require that any individuals in its work-force must undergo a criminal background check, including fingerprinting, if the individuals will work in a MCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children. The term "work-force" in this and the preceding section refers to all of the contractor's direct employees, subcontractors and their employees, and/or independent contractors and their employees that the contractor uses to perform the work required by the contract.

Fingerprinting for the criminal background check may be performed by any Maryland State approved fingerprinting agency. Individuals fingerprinted to undergo a background check will be required to provide written consent. MCPS will maintain copies of all records for criminal background checks. A list of Maryland State approved fingerprinting agencies can be found on the Procurement Unit website at

https://www.montgomeryschoolsmd.org/departments/procurement/Contractors.aspx

The contractor must take appropriate steps to promptly follow up on information identified in the criminal background check related to the sexual offenses, child sexual abuse offenses, and crimes of violence enumerated above, as well as any information regarding offenses involving distribution of drugs or other controlled substances, or any other criminal information identified by MCPS as warranting further explanation insofar as it may significantly affect the safety and security of MCPS students. If, after following up, the contractor believes that the individual is qualified and should be assigned to work (or continue to work) in a MCPS school facility, then the contractor will provide a written summary to MCPS justifying its recommendation. MCPS will rely on the contractor's summary to determine whether to accept the contractor's recommendation, and the contractor will be responsible for any consequences of a material misrepresentation in its written summary.

Once the contract is awarded, the contractor is responsible for implementing the background check process. An individual in the contractor's work-force may not begin work in a MCPS school facility on an assignment where the individual will have direct, unsupervised, and uncontrolled access to children, until: (a) the background check results for that individual have been received by MCPS; (b) the contractor certifies to MCPS that the individual has received training and/or reviewed informational materials, as appropriate, regarding recognizing, reporting, and preventing child abuse and neglect, consistent with the content provided in training for MCPS employees; and (c) the individual obtains a MCPS identification badge. The

badge will be issued by the MCPS Department of Safety and Security, 850 Hungerford Drive, Room 131, Rockville, MD 20850. Appointments are made by calling 301-279-3066. The contractor will be required to return all badges at the conclusion of the contract.

The criminal background check and badging process will be at the contractor's expense.

Violation of this provision is a material breach of contract for which MCPS may take appropriate action up to and including termination of the contract.



# Response Form for Required Criminal Background Checks

Department of Materials Management, Procurement Unit MONTGOMERY COUNTY PUBLIC SCHOOLS Rockville, Maryland 20850

MCPS Form 235-40 October 2015 Page 1 of 2

Date of Birth \_\_\_\_/\_\_\_/

## PLEASE COMPLETE AND RETURN TO THE PROCUREMENT UNIT WITHIN 10 BUSINESS DAYS:

45 West Gude Drive, Suite 3100, Rockville, MD 20850 or Fax to 301-279-3173

Under a Maryland law (Section 6-113 of the Education Article of the Maryland Code) enacted in July, 2015, any contractor or member of the contractor's workforce who will be working in a Montgomery County Public Schools (MCPS) facility where they have direct, unsupervised, and uncontrolled access to students must undergo a criminal background check, including fingerprinting. This new law is in conjunction with the Maryland law stating that contractors may not knowingly employ a registered sex offender to work in a school. Additional information can be found by viewing the Contractor Obligation Packet at <a href="http://www.montgomeryschoolsmd.org/departments/procurement">http://www.montgomeryschoolsmd.org/departments/procurement</a>.

Company Name:		
	Date	_//
E-mail:		
	Phone Number	
	OR Social Security #:	
As an independent contractor, or h	STATEMENT THAT APPLIES AND RESPOND ACCO naving individuals in my direct employ, or having su PS	
As an independent contractor, or hout part or all of my work for MC  AI/WE will have direct, unwork for Montgomery County	naving individuals in my direct employ, or having su PS Isupervised or uncontrolled access to children while Public Schools (MCPS).	bcontracted
As an independent contractor, or hout part or all of my work for MC  AI/WE will have direct, un work for Montgomery County  These individuals will undergo a crim training, and be issued a MCPS identification.	naving individuals in my direct employ, or having su PS Isupervised or uncontrolled access to children while	e performing required MCPS
As an independent contractor, or hout part or all of my work for MC  AI/WE will have direct, un work for Montgomery County  These individuals will undergo a crim training, and be issued a MCPS identication Contractor Obligation Packet for apprentic contractor of the con	naving individuals in my direct employ, or having surps  Is uppervised or uncontrolled access to children while Public Schools (MCPS).  In an inal background check, including fingerprinting, receive relation badge prior to performing work for MCPS. Please proved methods of obtaining required fingerprinting services.	e performing equired MCPS see the MCPS ces.
As an independent contractor, or hout part or all of my work for MC  AI/WE will have direct, un work for Montgomery County  These individuals will undergo a crimitraining, and be issued a MCPS identication Contractor Obligation Packet for application.	naving individuals in my direct employ, or having surps  Is upervised or uncontrolled access to children while Public Schools (MCPS).  Initial background check, including fingerprinting, receive relification badge prior to performing work for MCPS. Please proved methods of obtaining required fingerprinting service.  Date of Birth	e performing equired MCPS esee the MCPS ces.
As an independent contractor, or hout part or all of my work for MC  AI/WE will have direct, un work for Montgomery County  These individuals will undergo a crim training, and be issued a MCPS identification.	naving individuals in my direct employ, or having supervised or uncontrolled access to children while Public Schools (MCPS).  ninal background check, including fingerprinting, receive relification badge prior to performing work for MCPS. Please proved methods of obtaining required fingerprinting service.  Date of Birth  Date of Birth	e performing equired MCPS esee the MCPS ces.

These individuals have undergone a criminal background check, i months, but have not been approved for MCPS identification ba check report for each individual is attached. The reports will be a before these individuals are notified to receive required MCPS tra- badge.	adges. The respective crir reviewed and must be ar	minal bad	ckground
Name	Date of Birth	/	_/
Name	Date of Birth	/	_/
Name	Date of Birth	/	_/
Name	Date of Birth	/	_/
Name	Date of Birth	/	/
attached a separate list of those individuals.  BNeither myself nor any of the individuals in my subcontracted, will have direct, unsupervised or unc performing work for MCPS for the following reason:	y direct employ, or vocation	vho hav	ve been n while
SECTION 3: SIGNATURE	<b>建建与可能到到</b>		
This documentation confirms that the company's direct employees, independent contractors assigned by this company to perform work in meet the criminal background check, including fingerprinting, obliga 6-113 of the Education Article of the Maryland Code.	n a MCPS school facility ur ation as specified in Mary	nder the d land law,	contract.
Signature			
Printed Name:	Date	/	

### Office of Human Resources and Development MONTGOMERY COUNTY PUBLIC SCHOOLS Rockville, Maryland

	TO RELEASE RESULTS OF ACKGROUND CHECK TO EMPLOYER
Montgomery County Public Schools (MC workforce of a business or entity that has a services to the school system. Pursuant to the Family Law Article of the Maryland C background check for my work on an MC authorize MCPS to release to my employer records that MCPS receives as a result of a contractor, your employer may be required information identified in the criminal back	have been assigned to work on a PS) worksite as an employee or member of the a contract with MCPS to provide goods and/or MCPS policy and recent amendments to § 5-561 of Code, I have been fingerprinted as part of a criminal PS worksite for a MCPS contractor. I hereby or reports regarding any and all criminal history the criminal background check. As a MCPS die to take appropriate steps to promptly follow up on a to the contractor of the contractor. For more information, see bloadedFiles/departments/procurement/FAQs%
TO BE COMPLETED BY INDIVIDU	JAL UNDERGOING BACKGROUND CHECK:
Name: (Last, First, Middle)	
Alias, Maiden, or Former Names:	
Date of Birth: (Secondary Identifier)	
TO BE COMPLETED E	BY CONTRACTING COMPANY:
Name of Contractor:	
Name of Sub-Contractor: (if applicable)	
Authorized Representative:	
Address:	
City, State, Zip	
Telephone Number:	
Email Address:	
TO BE SIGNED BY INDIVIDUAL	UNDERGOING BACKGROUND CHECK:

Date

Signature



# Montgomery County Public Schools

### FINGERPRINTING/CRIMINAL BACKGROUND CHECK LOCATIONS FOR CONTRACTORS/VENDORS

MCPS Contractors/Vendors requiring a criminal background check may be fingerprinted at any State approved fingerprinting agency or one of the local agencies listed below:

### STATE APPROVED AGENCY

A list of State approved fingerprint agencies and their locations can be found at the following site: http://www.dpscs.state.md.us/publicservs/fingerprint.shtml

### AMERICAN IDENTITY SOLUTIONS

7361 Calhoun Place, Suite 485 Rockville, MD 20855 301.296.4499

6701 Democracy Blvd, Suite 100 Bethesda, MD 20817 301.571.9479

12501 Prosperity Drive, Suite 200 Silver Spring, MD 20904 240.670.7952

Walk-ins Monday through Friday from 9:00am to 5:00pm. Appointments available at all locations; Saturdays upon request and prior appointment. Cost: \$57.25 plus an additional \$1.20 processing fee if using a credit/debit card.

### **INQUIRIES INC - AUTHXPERTS**

9211 Corporate Blvd, Suite 215 Rockville, MD 20850 866.721.0746 301.926.2640 X 100

8707 Commerce Drive, Suite A Easton, MD 21601 866.987.3767 410.822.3571

Rockville location - Walk-ins Monday through Friday from 9:00am to 5:00pm; Saturday on request and prior appointment. Easton location – Walk-ins Monday and Tuesday from 9:00am to 5:00pm: Wednesday, Thursday, and Friday by appointment.

### FREQUENTLY ASKED QUESTIONS

• WHAT TO GET:	State and FBI Background Checks
• WHAT TO BRING:	Valid Photo ID (Driver's License, Passport, or Green Card)
• WHAT TO KNOW:	MCPS Agency Authorization #0000084571
WHAT TO DO NEXT:	Forward a copy of the receipt provided by the fingerprint agency to the Procurement Unit within five business days of being printed.
• WHO TO CALL:	Procurement Unit 301.279.3555

### Required Criminal Background Screening Process for Contractors FAQs

### • What contractors are subject to the criminal background screening process?

Under a recently enacted Maryland law, any contractor, or member of the contractor's work-force, who will be working in an MCPS facility where they have direct, unsupervised, and uncontrolled access to students must undergo a criminal background check, including fingerprinting. Examples of contractors requiring this criminal background check are visiting nurses, speech and language therapists, occupational therapists, physical therapists, resident artists, school photographers, bottled water delivery staff, vending machine company staff, and contractors working specific construction projects. Please contact the Procurement Unit, 301-279-3555, or the Department of Facilities Management, 240-314-1060, if you have questions about this requirement.

### • How do these new requirements relate to Maryland law on registered sex offenders?

Both sets of requirements apply to MCPS contractors. Maryland law requires that contractors may not knowingly employ a registered sex offender to work in a school. In addition, a contractor may not knowingly assign a member of its work-force to work on school premises with direct, unsupervised, and uncontrolled access to children, if the individual has been convicted of, or pled guilty or nolo contendere to certain sexual offenses, child sexual abuse offenses, and crimes of violence. For a list of those crimes, see Contractors' Obligation Regarding Criminal Records of Individual Assigned to Work in **MCPS** facilities http://www.montgomeryschoolsmd.org/departments/procurement/Contractors.aspx. The criminal background check requirement is designed to assist contractors in identifying individuals who fall into any of these categories, as well as those who have committed other offenses that could preclude them from being assigned to a MCPS contract.

# • As a principal I want to hire an individual or group to provide a special program to my students. Does this apply?

Yes, the criminal background check, including fingerprinting, applies if the outside contractor will have direct, unsupervised, and uncontrolled access to students. The contract needs to include this language and reflect this expectation. Please contact the Procurement Unit if you need support with contract language. Please refer to the Financial Manual, Chapter 15, Consultants and Independent Contractors.

### How do these requirements apply to Montgomery County Government (MCG) workers?

MCG employees undergo a criminal background check, including fingerprinting, at the time of hire. They must have their MCG issued identification badge visible or on their person while in the schools. MCPS issues identification badges for County staff in the Linkages to Learning program, who have completed the criminal background check screening requirements.

### • How do these requirements apply to Montgomery College staff working in MCPS sites?

Montgomery College employees working with the dual enrollment program undergo a criminal background check, including fingerprinting, at the time of hire. They must have their Montgomery College issued identification badge visible or on their person while in the schools.

### • Where do contractors get fingerprinted?

Contractors can send their work force to the any state approved fingerprinting agency. The list of approved agencies can be found on the Procurement Unit website at <a href="http://www.montgomeryschoolsmd.org/departments/procurement/Contractors.aspx">http://www.montgomeryschoolsmd.org/departments/procurement/Contractors.aspx</a>.

### Where do contractors access required training materials?

In addition to fulfilling the criminal background screening requirements, contractors must certify to MCPS that training and/or informational materials on recognizing, reporting, and preventing child abuse and neglect are provided to each individual in its work-force who will have direct, unsupervised, and uncontrolled access to students in an MCPS facility. The Child Abuse and Neglect training can be found at <a href="https://www.montgomeryschoolsmd.org/childabuseandneglect/">https://www.montgomeryschoolsmd.org/childabuseandneglect/</a>

### Where do contractors get badged?

When contractors fulfill the criminal background screening and training requirements, they may obtain identification badges through the Department of School Safety and Security, CESC, 850 Hungerford Drive, Room 131, Rockville, MD 20850. Appointments can be made by calling 301-279-3066.

# • What happens if a contractor needs to complete an emergency repair and fingerprinting hasn't yet been completed?

If a contractor needs to have access to a facility due to an emergency and has not been fingerprinted, an MCPS staff person must escort the contractor to the work site and remain with that contractor during the repair.

# • If individuals in a contractor's work-force has already been fingerprinted by MCPS, do they have to be fingerprinted again?

No. Once the criminal background screening is completed, MCPS will follow up if it receives any reports of criminal activity issues that may raise concerns about an individual working in one of our facilities. The contractor will be notified and must take appropriate steps to promptly follow up on information identified.

### • Do these requirements apply to subcontractors?

Yes. The requirements apply to all members of a contractor's work-force, including subcontractors.

### Does MCPS require contractors to report suspected child abuse or neglect?

Yes. While they are providing services to MCPS, all contractors are personally and directly required to report any suspected instance of abuse or neglect of a child or vulnerable adult, following the

procedures set forth in MCPS policy and regulation, available at <a href="www.montgomeryschoolsmd.org">www.montgomeryschoolsmd.org</a>. Additional legal obligations may apply. Any MCPS contractor, acting within his or her service capacity for MCPS, who suspects child abuse and/or neglect and knowingly fails to report it, or who intentionally prevents or interferes with reporting, shall be subject to discipline up to and including discontinuation of services.

### • Who should I contact if I have additional questions?

Performance Evaluation and Compliance Unit, OHRD, 301-279-3361 Department of Facilities Management, 240-314-1060 Department of Materials Management, 301-279-3348 Procurement Unit, 301-279-3555

### Route Detail Report, Scenario #1

Driver: N/A Monitor: N/A

Coordinator/TCS/BRS

Route Number: LP799 TEST

Bus Number: Vehicle ID

### 08:26 AM Leave Lot

Trip: LP799 TEST – AM TEST

Route: TEST 1

School(s) Serviced: STEPHEN KNOLLS SCHOOL

<u>Seq</u>	<u>Time</u>	Stop Description	Load	Novt
1	8:26 AM	RANDOLPH DEPOT—PICKUP ATTENDANT	<u> </u>	<u>Next</u> 3.41
2 3	8:37 AM 8:40 AM	1927 MCMAHON RD- SCHOOL AGE SERVICES STEPHEN KNOLLS SCHOOL—799 SPED	Ö	0.80
Ū	0.40 AIV	10731 ST. MARGARETS WAY, KENSINGTON, MD 20895	0	3.20
	8:55 AM	RANDOLPH DEPOT—DROP OFF ATTENDANT	O	3.20

### 08:55 AM Return Lot

PERFORM POST-TRIP INSPECTION AFTER EACH ROUTE

### 02:55 PM Leave Lot

Trip: LP799 TEST -PM TEST

Route: TEST 1

School(s) Serviced: STEPHEN KNOLLS SCHOOL

<u>Seq</u>	<u>Time</u>	Stop Description	Load	Next
1	2.55 PM	RANDOLPH DEPOT—PICKUP ATTENDANT	<u> </u>	3.27
2	3:17 PM	STEPHEN KNOLLS SCHOOL—799 SPED	Ū	0.27
0	0.04.514	10731 ST. MARGARETS WAY, KENSINGTON, MD 20895	0	0.77
3	3:21 PM	1927 MCMAHON RD- SCHOOL AGE SERVICES	0	3.20
	3:34 PM	RANDOLPH DEPOT—DROP OFF ATTENDANT		

### 03:34 PM Return Lot

### Route Detail Report, Scenario #2

Driver: OPEN

Route Number: RD142 TEST

Monitor: OPEN

Bus Number: 0000

Coordinator/TCS/BRS: DOWDY/THOMPSON

### 05:56 AM Leave Lot

Trip: RD142— AM TEST

Route: TEST 2

School(s) Serviced: KENNEDY KRIEGER INSTITUTE

Seq	<u>Time</u>	Stop Description	Load	Next
1	5:56 AM	SHADY GROVE DEPOT—PICKUP ATTENDANT	<u>Loau</u> ∩	10.30
2	6:17 AM	19120 CHERRY BEND DR 20874	0	50.75
3	7:50 AM	KENNEDY KRIEGER, 142-KENNEDY KRIEGER GREENSPRING PVT	Ū	00.70
	9:11 AM	3825 GREENSPRING AVE, BALTIMORE, MD 21211 SHADY GROVE DEPOT—DROP OFF ATTENDANT	0	48.60

### 09:11 AM Return Lot

PERFORM POST-TRIP INSPECTION AFTER EACH ROUTE

### 12:46 PM Leave Lot

Trip: RD 142 - PM TEST

Route: TEST 2

School(s) Serviced: KENNEDY-KRIEGER INSTITUTE

Seq	<u>Time</u>	Stop Description	Load	<u>Next</u>
1	12:46 PM	SHADY GROVE DEPOT—PICKUP ATTENDANT	0	43.84
2	2:17 PM	KENNEDY KRIEGER, 142-KENNEDY KRIEGER GREENSPRING PVT	U	70.04
•		3825 GREENSPRING AVE, BALTIMORE, MD 21211	0	54.30
3	3:49 PM	19120 CHERRY BEND DR 20874	0	9.00
	4:07 PM	SHADY GROVE DEPOT—DROP OFF ATTENDANT	-	2.30

### 04:07 PM Return Lot

### Route Detail Report, Scenario #3

Driver: OPEN Monitor: OPEN

Coordinator/TCS/BRS:

Route Number: LP799B TEST

Bus Number: Vehicle Id

### 08:09 AM Leave Lot

Trip: LP799B—AM TEST

Route: TEST 3

School(s) Serviced: STEPHEN KNOLLS SCHOOL

<u>Seq</u>	<u>Time</u>	Stop Description	Load	<u>Next</u>
1	8:09 AM	BETHESDA DEPOT-PICKUP ATTENDANT	<u> </u>	3.08
2	8:21 AM	9306 ADELAIDE DR 20817	0	7.34
3	8:40 AM	STEPHEN KNOLLS SCHOOL, 799-SPED	ŭ	7.0-
	9:05 AM	10731 ST MARGARETS WAY, KENSINGTON, MD, 20895 BETHESDA DEPOT—DROP OFF ATTENDANT	0	8.60

### 09:05 AM Return Lot

PERFORM POST-TRIP INSPECTION AFTER EACH ROUTE

### 02:44 PM Leave Lot

Trip: LP799B - PM TEST

Route: TEST 3

School(s) Serviced: STEPHEN KNOLLS SCHOOL

<u>Seq</u>	<u>Time</u>	Stop Description	heo i	Navt
1	2:44 PM	BETHESDA DEPOT—PICKUP ATTENDANT	Load 0	<u>Next</u> 9.00
2	3:17 PM	STEPHEN KNOLLS SCHOOL, 799-SPED	U	9.00
		10731 ST MARGARETS WAY, KENSINGTON, MD, 20895	0	7.40
3	3:36 PM	9306 ADELAIDE DR 20817	ñ	2.90
	3:47 PM	BETHESDA DEPOT—DROP OFF ATTENDANT	O	2.30

### 03:47 PM Return Lot

### Route Detail Report, Scenario #4

Driver: N/A Monitor: N/A

Route Number: AO278V TEST

Bus Number: Vehicle Id

Coordinator/TCS/BRS: PHILIPS HOLD BUS

### 06:25 AM Leave Lot

Trip: AO278V —AM TEST

Route: TEST 4

School(s) Serviced: CONTEMPORARY ED - VIRGINIA

<u>Seq</u>	<u>Time</u>	Stop Description	Load	Next
1	6:25 AM	SHADY GROVE DEPOT—PICKUP ATTENDANT	0	10.23
2 3	6:45 AM 8:25 AM	18915 TREEBRANCH TER 20874	ŏ	32.13
	0.25 AIVI	CONTEMPORARY ED – VIRGINIA, 278V–PHILIPS CONTEMPORARY ED 7010 BRADDOCK RD, ANNANDALE, VA 22003	0	00.50
	9:40 AM	SHADY GROVE DEPOT—DROP OFF ATTENDANT	U	26.50

### 09:40 AM Return Lot

PERFORM POST-TRIP INSPECTION AFTER EACH ROUTE

### 2:15 PM Leave Lot

Trip: AO278V - PM TEST

Route: TEST 4

School(s) Serviced: CONTEMPORARY ED - VIRGINIA

<u>Seq</u>	<u>Time</u>	Stop Description	Load	Next
1	2:15 PM	SHADY GROVE DEPOT—PICKUP ATTENDANT	<u>LUau</u> ∩	27 21
2	3:07 PM	CONTEMPORARY ED - VIRGINIA, 278V-PHILIPS CONTEMPORARY ED		21.21
		7010 BRADDOCK RD, ANNANDALE, VA 22003	0	32.50
3	4:07 PM	18915 TREEBRANCH TER 20874	0	10.23
	4:26 PM	SHADY GROVE DEPOT—DROP OFF ATTENDANT	-	

### 04:26 PM Return Lot

### Route Detail Report, Scenario #5

Driver: OPEN
Monitor: N/A
Coordinator/TCS/BRS:

Route Number: JC406 TEST Bus Number: Vehicle Id

### 06:06 AM Leave Lot

Trip: JC406 TEST - AM TEST

Route: TEST 5

School(s) Serviced: B-CC HIGH SCHOOL

<u>Seq</u>	<u>Time</u>	Stop Description	Load	Next
1	6:06 AM	BETHESDA DEPOT—PICKUP ATTENDANT	<u> </u>	11.98
2	6:31 AM	18715 N FREDERICK AVE – SENECA HEIGHTS SHELTER	v	11.00
•		SENECA HEIGHTS	0	16.49
3	7:05 AM	B-CC HIGH SCHOOL, 406 – SPED	_	10.10
		4301 EAST WEST HWY, BETHESDA, MD 20814	0	6.30
	7:28 AM	BETHESDA DEPOT—DROP OFF ATTENDANT	-	0.00

07:28 AM Return Lot

PERFORM POST-TRIP INSPECTION AFTER EACH ROUTE

### 1:47 PM Leave Lot

Trip: JC406 TEST - PM TEST

Route: TEST 5

School(s) Serviced: B-CC HIGH SCHOOL

Seq	Time	Stop Description		• • •
1	1:47 PM	BETHESDA DEPOT—PICKUP ATTENDANT	<u>Load</u> ○	<u>Next</u> 7.10
2	2:17 PM	B-CC HIGH SCHOOL, 406 - SPED	O	7.10
3	2:51 PM	4301 EAST WEST HWY, BETHESDA, MD 20814 18715 N FREDERICK AVE – SENECA HEIGHTS SHELTER	0	11.08
	3:17 PM	SENECA HEIGHTS BETHESDA DEPOT—DROP OFF ATTENDANT	0	11.40

03:17 PM Return Lot

### Route Detail Report, Scenario #6

Driver: OPEN Monitor: OPEN

Coordinator/TCS/BRS:

Route Number: LP507 WF

Bus Number: 0000

### 06:57 AM Leave Lot

Trip: LP507 WF - AM TEST

Route: TEST 6

School(s) Serviced: FARQUHAR MIDDLE SCHOOL

<u>Seq</u>	<u>Time</u>	Stop Description	Load	<u>Next</u>
1	6:57 AM	WEST FARM DEPOT—PICKUP ATTENDANT	<u> </u>	7.06
2	7:16 AM	15659 AITCHESON LA 20707 - TEMP STOP	0	10.34
3	7:40 AM	FARQUHAR MIDDLE SCHOOL, 507 - SPED	ñ	10.00
	8:08 AM	16915 BATCHELLORS FOREST RD, OLNEY, MD 20832	•	10.00

### 08:08 AM Return Lot

PERFORM POST-TRIP INSPECTION AFTER EACH ROUTE

### 2:21 PM Leave Lot

Trip: LP507 WF - PM TEST

Route: TEST 6

School(s) Serviced: FARQUHAR MIDDLE SCHOOL

<u>Seq</u>	<u>Time</u>	Stop Description		Load	Next
1	2:21 PM	WEST FARM DEPOT—PICKUP ATTENDANT	•	<u> </u>	10.05
2	2:47 PM	FARQUHAR MIDDLE SCHOOL, 507 - SPED		J	10.03
_		16915 BATCHELLORS FOREST RD, OLNEY, MD 20832		0	7.01
3	3:10 PM	15659 AITCHESON LA 20707 - TEMP STOP		n	6.60
4	3:27 PM	WEST FARM DEPOT—DROP OFF ATTENDANT		U	0.00

### 03:27 PM Return Lot

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# Item Specification

Item SpecificationBid No: 7125From: 10/29/201809/03/2019Transportation Services for MCPS StudentsCycle No: 410/28/2019Page 1 of 1		Quantity Bid Unit Specification to Bid Unit Price Brand Model Deviations					
Montgomery County Public Schools Item ( Transportation Se	Company Name:	Group/ Whse/ Seq No Old Description 36605 SCENARIO 1	36606 SCENARIO 2	36607 SCENARIO 3	36608 SCENARIO 4	36609 SCENARIO 5	36610 SCENARIO 6

6 Items Sort Seq: Document Sequence No. within Group Number