

**Office of Finance  
Division of Procurement  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
45 West Gude Drive, Suite 3100  
Rockville, Maryland, 20852**

**Invitation For Bid #7125.6, 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. Deviations**

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 explain fully 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 I. 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. All documents requiring original signatures shall be submitted on company letterhead.

**N. Insurance Requirements**

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. Automobile Liability  
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. Multi-Agency Participation**

MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not 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 goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at time of contracting.

The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied by the successful bidder to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted “directly” to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. MCPS assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this bid. MCPS pricing is based on the specifications provided in this solicitation.

**P. Addenda/Errata**

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the sole responsibility of the bidder to check the “Event Calendar” on the MCPS website <http://www.montgomeryschoolsmd.org/departments/procurement/> or contact Rebecca Williams, Buyer in the Division of Procurement at [Rebecca\\_V\\_Williams@mcpsmd.org](mailto:Rebecca_V_Williams@mcpsmd.org) or [Procurement@mcpsmd.org](mailto:Procurement@mcpsmd.org), 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.

**Q. eMaryland Marketplace Advantage**

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage. Registration with eMaryland Marketplace Advantage is free. It is recommended that any interested supplier register at <https://emma.maryland.gov>, regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

**R. Award Criteria**

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

**S. Customer References**

Suppliers are required to provide three references. The references shall have company name, contact person, address and phone number of three current customers for which a contract for similar size and products has been provided. If the reference information is not accurate and MCPS cannot contact the person(s) named, the bid may not be considered.

<u>Company Name &amp; Address</u>	<u>Contact Person</u>	<u>Phone Number</u>	<u>Contract Number</u>
1. _____			
Email _____			
2. _____			
Email _____			
3. _____			
Email _____			

**T. 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.

**U. Inquiries**

Inquiries regarding this solicitation must be submitted in writing, to Rebecca Williams, Buyer, Montgomery County Public Schools, Division of Procurement, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, [Rebecca.V.Williams@mcpsmd.org](mailto:Rebecca.V.Williams@mcpsmd.org), and [Procurement@mcpsmd.org](mailto:Procurement@mcpsmd.org). 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 <http://www.montgomeryschoolsmd.org/departments/procurement/>

V. **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 will 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 Division of Procurement 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.

## 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 <http://www.dsd.state.md.us/comar>. 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.

**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. Investigative Proceedings

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 restraint 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 at 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. 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. Pre-Trip of Vehicle - Prior to picking up a MCPS student, a pre-operational check of the Contractors vehicle shall be performed.
2. Arrival Time (Pickup time) - 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. Completion - All trip requests must be fulfilled, and students returned at the designated time if round trip.
4. Complaints - 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. Dispatchers - 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. Routes - 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.

#### **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.