
INVITATION TO BID

**ALTERNATIVE TRANSPORTATION SERVICE
FOR SELECT STUDENTS
(Includes Taxi Service)
BID #019.19.B3**

To All Interested Bidders:

Re: NOTICE TO BIDDERS
Bid #019.19.B3-Alternative Transportation Service for Select Students.

The Howard County Public School System requests your bid for Alternative Transportation Service for Select Students (including Taxi Service) to be utilized by various HCPSS Departments at facilities within the school system. Services will consist of the transportation of students to locations in Howard County and surrounding counties on an as needed basis. The number of students is unknown and may vary from time to time during the term of the contract. At times, as required by the HCPSS, an attendant, parent or guardian will accompany the student to/from school. This will require an additional return trip to provide transportation for the parent or guardian.

This service requires a motor vehicle having a seating capacity of seven (7) or less passengers and not operated on a regular route or between specified points. HCPSS reserves the right to award to multiple bidders.

Bid documents may be obtained on **Wednesday, March 27, 2019** at the Howard County Department of Education, Purchasing Office website <https://purchasing.hcpss.org/business-opportunities>.

The Purchasing Office's contact for this project is Mr. Joe Veslany, jveslany@hcpss.org, (410) 313-6723.

A **Pre-bid** conference to be attended by all bidders will be held on **Friday, April 5, 2019 at 10:00 AM**, Student Transportation Office, 5451 Beaverkill Road, Columbia, MD 21044. Howard County Public School System staff will explain the scope of work and answer any questions about the bidding specifications that will assist in the preparation of bids. Attendance is not mandatory, however, it is highly recommended.

Bids shall be submitted in a sealed envelope clearly marked "**BID**", "**Alternative Transportation Service for Select Students**" "**Bid #019.19.B3**", to the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike, Ellicott City, Maryland 21042 no later than **Tuesday, April 16, 2019 at 11:00 A.M.** Late bids will not be accepted. It is the bidder's responsibility to insure that bids are delivered to the Purchasing Office prior to the scheduled opening time.

It is the bidders sole responsibility to regularly visit the HCPSS Purchasing web site listed above to download and acknowledge receipt of all Addenda. It is highly recommended that bidders ascertain if they have received all the addenda issued prior to submitting their proposal. Failure of any bidder to receive any such Addenda or interpretation may not relieve such bidder from obligation under his/her proposal as submitted.

All questions shall be directed, in writing, no later than 12:00 P.M., April 9, 2019 to Mr. Joe Veslany, Procurement Specialist, jveslany@hcpss.org. The Howard County Public School System is under no obligation to respond to any questions that are received after the cutoff date and time. Only answers provided via addenda issued by the HCPSS will be binding. Under no circumstances are bidders, including third party vendors or their staff, to contact any other HCPSS Staff, employees or

any related constituency for purposes associated with this solicitation, including but not limited to, obtaining or providing information. **Bidders failing to comply with this requirement may be disqualified.**

The Board reserves the right to waive any informalities in, or to reject any or all bids.

Certified Minority Business Enterprises are encouraged to respond to this solicitation notice.

Please return the attached NO BID REPLY FORM if your firm does not bid this project. This form may be faxed to (410) 313-6789.

Joe Veslany
Procurement Specialist



Office of Purchasing
10910 Clarksville Pike, Ellicott City, Maryland 21042-6198
(410) 313-6723, fax (410) 313-6789

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM
10910 Clarksville Pike
Ellicott City, Maryland 21042

NO BID REPLY FORM

Sealed Bid For: Alternative Transportation Service for Select Students

Bid Number: 019.19.B3

Bidder: _____

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below. This information will not preclude receipt of future invitations unless you request removal from the Bidders' List by so indicating below. This form may be faxed to (410) 313-6789.

We must offer a "No Bid" at this time because:

- _____ 1. We do not wish to bid under the terms and conditions of the Bid document. Our objections are:

- _____ 2. We do not feel we can be competitive.
- _____ 3. We can not submit a bid because of the marketing or franchising policies of the manufacturing company.
- _____ 4. We do not wish to sell to The Howard County Public School System. Our objections are:

- _____ 5. We do not sell the item(s)/service(s) requested in the specific specifications.
- _____ 6. Other: _____

March 27, 2019

Issue Date

**THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM
10910 Clarksville Pike
Ellicott City, Maryland 21042**

SEALED BID FOR: Alternative Transportation Service for Select Students

BID NUMBER: 019.19.B3

PRE-BID DATE: Friday, April 5, 2019

PRE-BID TIME: 10:00 AM

PRE-BID LOCATION: Student Transportation Office
5451 Beaverkill Road
Columbia, MD 21044

LAST DATE & TIME FOR QUESTIONS: April 9, 2019 at 12:00 PM in writing
Submit To: Joe Veslany at jveslany@hcpss.org

BID OPENING DATE: **Tuesday, April 16, 2019**

BID OPENING TIME: **11:00 AM**

BUYER: Joe Veslany, phone: 410-313-6723, fax: 410-313-6789
email: jveslany@hcpss.org

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

**ALTERNATIVE TRANSPORTATION SERVICE
FOR SELECT STUDENTS
(includes Taxi Service)
BID #019.19.B3**

I. INSTRUCTIONS TO BIDDERS

A. BID PREPARATION

1. One (1) complete set of Invitation for Bid, consisting of: (1) Instruction to Bidders (2) Terms and Conditions; (3) the Specifications; (4) any plans or drawings made part of the Invitation for Bid; (5) any Addenda, shall be provided to each prospective bidder. The original Bid Price Sheet/Form of Proposal must be returned: (1) with all questions answered; (2) without alteration; (3) with the BID SIGNATURE SHEET or No Bid Reply form properly signed; (4) sealed and enclosed in an envelope; (5) to the Purchasing Office, The Howard County Public School System, 10910 Clarksville Pike, Ellicott City, Maryland 21042, either mailed or hand carried before the time and date stated for return of bid. Telephone, facsimile, and/or telegraphic bids will not be accepted. It is the bidder's responsibility to ensure that their bid is delivered to the proper place prior to the scheduled opening time.
2. The remaining documents consisting of all pages of the Invitation for Bid, the Terms and Conditions, any plans, drawings or extraneous matter, are to be retained by the bidder and will form part of the contract resulting from the Invitation for Bid.
3. It is the Bidder's responsibility to examine and understand all parts of the Invitation for Bid including all parts of the bidding documents, any addenda, drawings, or reference matter.
4. Any clarification or explanation desired by the Bidder, regarding the meaning or interpretation of the Invitation for Bid, or any part thereof, must be made in writing to the Purchasing Office of the Howard County Public School System, 10910 Clarksville Pike, Ellicott City, Maryland 21042, allowing sufficient time for a reply to reach all prospective Bidders for the time and date scheduled for the return of the bid.

B. OBJECTIVES

1. The objective of this bid process is for The Board of Education of the Howard County Public School System (herein referred to as "the Board"), administrated by the Howard County Public School System (herein referred to as "HCPSS" or "the School System") to select one or more qualified contractor(s) to provide alternative student transportation for students designated by the Transportation Office for The Howard County Public School System in accordance with these bid documents.
2. All work performed under this contract shall be in accordance with the 100% bid documents, procurement specifications, any applicable drawings and addenda issued and shall minimally follow current OSHA regulations.

3. Alternative Student Transportation may be required at any one HCPSS facility, or at multiple facilities, at any given time. Only one contractor will be selected for each trip.
4. Transportation for students requiring specialized services may require an additional certified attendant.

C. CONTRACT DOCUMENTS

1. Contract Documents consist of the Bid Documents, the Procurement Specifications, and any addenda issued.
2. All of these materials will be included in the contract which The Board of Education awards as a result of this solicitation and will be among the contract documents. The bidder, by submitting its bid, agrees that if awarded the contract that it will be bound under the contract to all the terms and conditions of the contract.

D. ISSUING OFFICE

- a) The Issuing Office is:

The Howard County Public School System
Purchasing Office
10910 Clarksville Pike
Ellicott City, Maryland 21042
Attn: Joe Veslany
(410) 313-6723
jveslany@hcpss.org
<https://purchasing.hcpss.org/business-opportunities>

- b) The Issuing Office shall be the sole point of contact with HCPSS for purposes of preparation and submittal of the Technical Offer and Bid Price.

E. QUESTIONS AND INQUIRIES

1. For purposes of preparation and submittal of the bid and technical information, contact, Mr. Joe Veslany, 410-313-6723, jveslany@hcpss.org of the issuing office.
2. Items affecting the scope of work or conditions of the contract shall be subject to the conditions of addenda.

F. DUE DATE AND TIME

1. **One original, plus two (2) copies (for a total of 3)**, of a bidder's bid must arrive at the Purchasing Office by the time and date specified in the Invitation to Bid in order to be considered for this project. Contractors are requested to clearly mark the original copy as such.
2. Bidders mailing Bids shall allow sufficient mail delivery time to insure timely receipt by the issuing office. Bids arriving after the due date and time will not be considered.
3. **LATE BIDS CANNOT BE ACCEPTED.** Bids are to be delivered to the Purchasing Office, Department of Education of Howard County, 10910 Clarksville Pike, Ellicott City, Maryland 21042. HCPSS recommends against use of mail or delivery services that will not guarantee delivery directly to the

Purchasing Office. Bids delivered to the central mailroom or front desk will not be considered "received" until they arrive at the Purchasing Office. HCPSS will not waive delay in delivery resulting in delay on the part of a carrier.

G. INCLEMENT WEATHER OR OTHER UNANTICIPATED HCPSS CLOSINGS

1. In the event that Howard County Public Schools are closed for students on the scheduled bid due date, but the Purchasing Office located in the Administrative/Central Offices are open then the bids will be due as specified in the original documents. In the event the Schools have a delayed opening on the date bids are due, the bid date and time will not change. In the event that the HCPSS Administrative/Central Offices are closed as the result of inclement weather or for other unanticipated reasons, Bids will be due on the next day that the Administrative/Central Office is officially open, at the same time specified. It is the bidder's responsibility to check the closure announcements.

H. BASIS FOR AWARDING BIDS

1. In accordance with the bid documents, the bid will be awarded to the lowest responsive and responsible bidder(s), in addition, to meeting the transportation requirements and experience required of the HCPSS. Further factors may include:
 - a) Experience
 - b) Satisfactory past and present performance
 - c) Criminal background investigations
 - d) Personal and professional references
 - e) Motor Vehicle Administration record(s)
 - f) State of Maryland Administration vehicle inspection records
 - g) Location of garage in relation to area of needed service
 - h) Appropriate financial information
 - i) Personnel
 - j) Equipment
 - k) Past and present performance related references
2. The information provided by the bidder will be evaluated against the requirements requested by the school system along with their bid pricing. Bidder(s) not meeting the requirements and experience required of the HCPSS will not be considered for award.
3. Transportation contracts will be awarded to the best qualified legal entity in accordance with Policy 4050 Procurement of Goods and/or Services.
4. It is the responsibility of the bidder to adhere to all requests for submittals in this document and to provide adequate information in order for the HCPSS to evaluate the bidder's capability to fulfill the requirements of the bid(s).
5. HCPSS reserves the right to award to multiple bidders.
6. The Howard County Public School System reserves the right to make an award of the bid for all items, or any parts, thereof, to one or more bidders, as set forth in detail under the information furnished in this document. The owner further reserves the right to consider information other than price when evaluating bids.
7. Bidders shall submit prices for all line items in the Bid Price Sheet in order to be considered responsive.

- I. **CONTRACT AWARD**
1. Contract award will be made by the Board of Education to the lowest responsible bidder who conforms to the specifications with consideration given to quantities involved, time required for delivery, purpose for which required, competency and responsibility of the bidder, the ability of the bidder to perform satisfactory service, and the plan for utilization of minority contractors.
 2. The Board of Education of Howard County reserves the right to reject any or all bids, in whole or in part to make partial awards, to waive any irregularity, to increase or decrease quantities where quantities are shown and may reject any bid which indicates any omission, contains alteration of form or additions, or imposes conditions or offers alternate items and may make any award which is deemed in the best interest of the Howard County Public School System.
 3. In the event of a tie bid on any route, the bidders will be requested to resubmit their bids on a day and time determined by the Pupil Transportation Office. Should a second tie occur, the award shall be made by the toss of a coin.
- J. **BID BOND**
1. A Bid Bond is **not** required for this bid.
- K. **ESTIMATED QUANTITIES**
1. Estimated dollar volume for Alternative Transportation Services is \$300,000 annually. All bidders are advised that such dollar volumes are estimates only and further understand and agree that in providing such estimates, the school system makes no guarantee that any or all of the estimated work will be assigned to the selected contractor(s).
- L. **SITE INVESTIGATION**
1. By submitting a bid the contractor acknowledges that they have investigated and satisfied themselves as to the conditions affecting the work, including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, and electric power. Any failure by the contractor to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the cost of successfully performing the work. HCPSS shall not be responsible for any conclusions or interpretations made by the contractor of the information made available by HCPSS.
- M. **RIGHT TO REJECT BIDS AND WAIVE INFORMALITIES**
1. The Howard County Public School System reserves the right to waive any technicality or minor irregularity in a bid in the interest of the Board.
- N. **BIDS FIRM FOR 120 DAYS**
1. Bid prices shall remain firm for one hundred twenty (120) calendar days from the date of opening.
- O. **CLARIFICATIONS AND ADDENDA**
1. Should a Bidder find discrepancies in the bid documents, or should they be in doubt as to the meaning or intent of any part thereof, they must, not later than seven (7) days (Saturdays, Sundays and Holidays excluded) prior to the bid due date, request clarification in writing from the issuing office, who will issue a written Addendum to the contract. Failure to request such clarification is a waiver to any claim by the bidder for expense made necessary by reason of later

interpretation of the bid documents by the HCPSS. Requests shall include the bid number and name.

2. Oral explanations or instructions will not be binding; only written addenda will be binding. Any addenda resulting from these requests will be posted on the school system website no later than two days prior to the bid due date. The bidder shall acknowledge the receipt of all addenda on the Bid Price Sheet.

P. CANCELLATION OF THE BID

1. HCPSS may cancel this Bid, in whole or in part, at any time before the opening of the bids.

Q. BID ACCEPTANCE

1. The Howard County Public School System reserves the right to accept or reject any and all bids, in whole or in part, received as a result of this bid or to waive minor irregularities, in any manner necessary, to serve the interest of The Board of Education. HCPSS further reserves the right to award in full, make multiple awards, partial awards, or to make no award at all.

R. ORAL PRESENTATION

1. Bidders may be required to make individual presentations to HCPSS representatives in order to clarify their technical information.

S. MODIFICATIONS AND WITHDRAWAL OF BIDS

1. Withdrawal of, or modifications to bids are effective only if written notice thereof is filed to the purchasing office prior to the time bids are due. A notice of withdrawal or modification to a bid must be signed by an officer with the authority to commit the company.
2. No withdrawal or modifications will be accepted after the time bids are due.

T. MULTIPLE/ALTERNATIVE BIDS

1. Bidders may not submit more than one (1) bid nor may bidders submit an alternate to this bid.

U. CONFIDENTIALITY

1. Bidders should give specific attention to the identification of those portions of their Technical Offers which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by HCPSS under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6 of the Annotated Code of Maryland. Contractors must clearly indicate each and every section that is deemed to be confidential, proprietary, or a trade secret. It is not sufficient to preface your technical offer with a proprietary statement. Bid prices will be opened publicly.

V. TERMS OF CONTRACT

1. By submitting a response to this solicitation, a firm affirms acceptance of all terms and conditions contained in the conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, and any addenda.

W. RESOLUTION OF BID DISPUTES

1. Bid rejection for non-responsiveness and/or non-responsibility shall be made using the criteria guidelines as stated in the Bid Documents.
2. After the bid opening and bid review, but prior to bid award, any bidder who is declared to be non-responsive and/or non-responsible may be notified as to the reason(s) for his rejection. If any rejections are made, the bid award recommendation will be made no sooner than three (3) calendar days after the notification(s) have been made.
3. The aggrieved person must file a protest in writing with the Purchasing Office within two days after he/she knew, or should have known, of the facts and circumstances upon which the protest is based.
4. The written protest must include the basis for the protest or appeal, complete in all respects, which relief sought, and whether the protestor wishes to have a hearing with respect to the protest or appeal.
5. Any protest received from a bidder not having standing, meaning the next bidder to receive an award, may not be given further consideration.
6. Protests shall be addressed to Howard County Department of Education, 10910 Clarksville Pike, Ellicott City, Maryland 21042, Attn.: Joe Veslany, Procurement Specialist, labeled "Protest". The written protest shall include as a minimum the following:
 - a) Name and address of the protester
 - b) Appropriate identification of the bid
 - c) Supporting exhibits, evidence, and/or documents to substantiate any claims.
 - d) Suggested remedy(ies).
7. The Purchasing Office shall, upon written request, make available for review to any interested party information submitted that bears on the substance of the protest except where information is proprietary, confidential, or otherwise permitted or requested to be withheld by law or regulations.

II. TECHNICAL FORMS

A. SIGNING OF FORMS

1. The Bid Price Sheet, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, they shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, they shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer there must be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation. Signatures shall be under seal, i.e.: indicated by the word "(Seal)" following signature of individual and partner bidders, and indicated by affixing the Corporate Seal at corporate signatures.

B. TECHNICAL OFFER CRITERIA

1. The following information (**items 3 through 10**) must be furnished in the technical offer portion of the Bid. Failure to include any of the items below in your response may result in the Bid being considered non-responsive. *The criteria*

are listed in the order of importance. Bidders are to compile their technical information in this same order.

2. Loose blank forms for each of the items required are furnished with this bid package along with a checklist that lists all documents/responses to be submitted in your bid. **Substitute forms and/or data may not be considered.**
3. **EXPERIENCE REFERENCE FORM:** Complete the enclosed Experience Reference Form for four (4) recent contracts, within the past three years, which demonstrate your firm's experience with Alternative Student Transportation Services. Higher consideration will be given to those jobs that were done on a rate per mile basis and to those jobs that demonstrate your firm's experience working within a school system on a day to day basis.
 - a) As indicated on the form, the following information is to be provided for each contract:
 - (1) Customer/Owner's name, address, contacts names and telephone number;
 - (2) A brief description of the transportation including:
 - (a) Type of student transportation service preformed, etc;
 - (b) Setting (school building, residential, shelter, etc.);
 - (c) Names of your firm's Driver(s);
 - (d) Dollar amount of the contract;
 - (e) Number of trips performed in a year;
 - (f) Type of contract: (On-Call, Rate per Mile. Lump Sum, etc.);
 - (g) Official start date and expiration date;
 - (h) List all similarities of your student transportation service to the HCPSS requirements.
 - b) **NOTE:** Experience noted must demonstrate the bidder's knowledge and ability to perform similar alternative student transportation service for a public school system. The bidder should place emphasis on the scope of work required, type of vehicle utilized, the time to complete trip, their ability to perform satisfactorily and their competency and responsibility to perform within limited time frames.
 - c) The references listed on the Contractor's "Experience/Reference Form" will be checked by HCPSS. All references must include a contact person and telephone number who can comment on the firm's ability to provide transportation service of this type. It is imperative that contact names and phone numbers given for the contracts listed be accurate.
 - d) The school system reserves the right to check other sources available. References will be held in the strictest of confidence by the school system.
4. **KEY PERSONNEL FORM:** Complete the enclosed "Key Personnel Form", for **all** Drivers, one (1) Transportation Manager and (1) Safety Manager. Provide the name(s) of the Driver(s) (with authority to act on behalf of the firm), and assigned to this contract if awarded and a complete "Key Personnel Form" for these people inclusive of the following:
 - (1) Technical Training/Educational background; current licensing for the Driver(s), Transportation and Safety Manager.

- (2) Direct work experience with the bidding firm;
 - (3) Work experience with other employers, duration of employment and position(s) held;
 - (4) Specific experience similar to the student transportation service described herein. Include:
 - (5) Individual's role on each contract.
 - (6) A brief description of the transportation including the type of student transportation service, the dollar volume of service and the start and completion dates;
 - (7) Personnel References: Provide two (2) references for the Driver(s), Transportation and Safety Manager in the space provided on the Key Personnel Form. All references must include a contact person and telephone number who can comment on the individual's ability to provide transportation services of this type. It is imperative that contact names and phone numbers given for the experience listed be accurate. All references will be held in the strictest of confidence.
- a) **NOTE:** Personnel Commitment: By submitting these names for consideration, the Bidder is committing these people to HCPSS for any resulting contract's duration. Personnel changes will not be permitted without written authorization from HCPSS.
 - b) **NOTE:** Higher consideration will be given in the evaluation if the Driver has demonstrated experience with student transportation service similar in scope to the school system's requirements.
5. **PROFILE OF COMPANY FORM:** Complete the enclosed "Profile of Company Form" included with this bid package. It is required that your firm have a least five (5) years Alternative Transportation Service experience with three (3) years' experience in a school system preferred. The Contractor must maintain an office within a 50 mile radius of the Howard County Public School System.
- Include the following information/copies with your submittal. Failure to provide copies of the following forms may result in your submittal being rejected.**
6. **Copy of MD For Hire Driver(s) License(s) for Driver(s).**
 7. **Copy of Maryland Public Service Commission License.**
 8. **State of Maryland Inspection Certificate. For all vehicles utilized for this service.**
 9. **Copy of Certificate of Insurance.**
 10. **Number and type of traffic violations for non-compliance of Federal, State, or Local Motor Vehicle Administration Laws and Regulations, or, letter stating no incidents on company letterhead.**

III. TERMS AND CONDITIONS

A. CONTRACT

1. If this bid is accepted and awarded, it shall become the contract document that governs the administration of the contract. All portions of this bid, including the

bid documents, the procurement specification, addenda, amendments, modifications, or any other extraneous matter incorporated shall be applicable as a result of this invitation to bid.

B. CONTRACT PERIOD

1. Any resulting contract(s) shall commence upon award. The Contract(s) is to be for one (1) year with the option to renew for five (5) additional one-year periods at the sole option of the school system pending successful performance and availability of funding.

C. CONTRACT MANAGER

1. The Howard County Public School System's Contract Manager(s) shall be responsible for the day-to-day administration of the contract upon award by the Howard County Public School System. All communications on projects are to be directed to the Contract Manager(s) only. No instructions, directions, and information are to be given to the contractor by any other HCPSS personnel.

D. TERMINATION FOR DEFAULT

1. When the contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of The Howard County Public School System. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the contractor is not entitled to recover any costs incurred by the contractor up to the date of termination. Notification shall be in writing and shall be issued 30 days prior to termination date. In the event of default of contract The Howard County Public School System may procure services from other sources. The contractor found in default will be held responsible for all costs incurred.

E. TERMINATION FOR CONVENIENCE

1. The Howard County Public School System may terminate this contract, in whole or in part, without showing just cause upon giving written notice to the contractor. The Howard County Public School System shall pay all reasonable costs associated with termination of the contract. However, the contractor shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

F. PRICE ADJUSTMENTS

1. The Howard County Public School System will only consider adjustments on labor rates based only upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-W), Baltimore Region, as published by the Bureau of Labor Standards. Requested increases above a 10% cap will not be considered. In order to receive consideration for a price increase, the contractor must submit to The Howard County Public School System, sixty (60) days prior to the contract expiration date, a statement of any change in the hourly rate wage actually to be paid to its employees during the renewal term. Adjustments will be calculated by comparing the current index with the previous year's index so as to determine the change in index points. The point change will then be divided by the price index to obtain the percentage of change. The percentage of change will then be multiplied by .75 to obtain the adjustment to be applied to the current prices.
2. The Howard County Public School System will also consider adjustments based on fees outside of the control of the contractor, such as manufacturer price increases. However, such increases will be a "pass through" to the Howard County Public School System with no mark-up allowed. For such changes to be

considered by the Howard County Public School System, documentation from the manufacturer (or any other applicable party) assessing a cost increase must accompany a written request from the contractor.

3. The Howard County Public School System will then review the request and advise the contractor of approval or disapproval of the price change request.
4. Price increase requests will not be considered if not accompanied with the proper information.

G. LIQUIDATED DAMAGES

1. General: Without acting to limit any and all remedies available to HCPSS, liquidated damages may be imposed for lack of or failure of services, in whole or in part, for items and amounts noted below: Specific Items Subject to Liquidated Damages:

- a) Failure to perform any or all portions of a route or trip per day assigned by HCPSS Office. \$100.00 per trip.
- b) Failure to contact HCPSS about a vehicle accident in a timely manner: \$1,000.00
- c) Failure to submit required documents to HCPSS Transportation Office by the due date: \$25.00 per document per day
- d) Failure to assign an approved driver to a trip may result in termination of contract (see COMAR 13A.06.07.17). \$500 per trip.
- e) Transporting unauthorized adults/children in vehicle while transporting HCPSS students. \$500.00 per trip.
- f) Transporting students without seatbelts, \$250 per incident.
- g) Failure to ensure that students disembark at their assigned school or home with supervision prior to the vehicle departing. \$100 per incident.
- h) Making an unauthorized stop while providing service. \$100 per incident.
- i) Smoking tobacco products/vaping while transporting a student. \$100 per incident.

H. TAXES

1. The Howard County Public School System is tax exempt, and the price quoted shall not include federal excise taxes, state or local taxes, or use taxes.
2. The bidder is responsible for all taxes, including but not limited to sales and use taxes on the purchase of the bidder's equipment and materials, or any equipment and materials supplied to the Board of Education on the project.

I. BILLING AND PAYMENT

1. The contractor shall submit invoices to the Howard County Department of Education, (Name of Department), 10910 Clarksville Pike, Ellicott City, MD 21042, Attn: (Name of Contact), at the completion of each job. Invoices must contain the following information:
 - a) Purchase Order Number
 - b) Name of school/department
 - c) Description of transportation
 - d) Start date and completion date
 - e) Itemized breakdown of transportation costs to include time and mileage.
 - f) Total due

J. FUNDING

1. The contractual obligation of the Board of Education under any resulting contract is contingent upon the availability of appropriated funds.

K. ORDERS

1. Orders shall be in the form of an official Howard County Public School System purchase order. No services are to be rendered under any contract(s) resulting from this bid without a purchase order.

L. PROCUREMENT CARD

1. The Howard County Public School System utilizes a Purchasing Card Program. Purchases resulting from this solicitation may be made through a Visa/Mastercard credit card.
2. Bidders are prohibited from charging any additional costs/fees above and beyond the established contract prices to process such orders. Bidders lacking Visa/Mastercard capability should contact the Purchasing Office.

M. INSURANCE

1. See ATTACHMENT A, INSURANCE REQUIREMENTS.

N. MATERIAL SAFETY DATA SHEETS

1. Pursuant to Occupational Safety and Health Act (OSHA) 29CFR1910, where applicable, MSDS for the products supplied or used as a result of this contract must be attached to each shipment of product as well as mailed to:

The Howard County Public School System
Safety, Environment and Risk Management
10910 Clarksville Pike
Ellicott City, MD 21042

2. MSDS must show the contract number under which the products were supplied or used and certify that no asbestos containing products have been installed.

O. ASSIGNMENTS

1. The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Howard County Public School System. Unless the performance is expressly waived in writing by the Howard County Public School System, an assignment does not release the contractor from responsibility for performance of this contract. Assignment or subcontracting without the written approval of the Howard County Public School System will be cause for termination.

P. SUBCONTRACTORS

1. The successful bidder(s) shall not assign the contract(s) or any part of it without the consent, in writing, of the Director of Transportation. This does not prohibit the contractor from using another approved HCPSS contractor to provide transportation in the event of an emergency. The contractor shall provide notice of the use of a substitute contractor to the Director of Transportation/Designee on the day it occurs for substitutions of one (1) day or less. Any contractor substitutions beyond one (1) day shall require advance approval by the Director of Transportation.

2. If a subcontractor is approved by the Director of Transportation, the primary contractor shall be fully responsible to the Board for any acts and omissions of their subcontractors and of persons directly or indirectly employed by them.
3. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and the Board.

Q. TOBACCO FREE AND ALCOHOL/DRUG FREE ENVIRONMENT

1. The Board of Education of Howard County maintains a tobacco, alcohol/drug free environment. The sale or use of tobacco, alcohol or drugs, in any form, or related product, is prohibited in school buildings and grounds at all times. Persons found violating this policy will be requested to remove the product and themselves from school premises.
2. The contractor and its drivers shall take every precaution to ensure the safety of passengers. The use of tobacco by any person while performing their duties is absolutely prohibited. The use of intoxicants, narcotics, or any other controlled substance by any person while driving a motor vehicle or during a reasonable period before driving a vehicle is absolutely prohibited. The presence of any intoxicants, narcotics, or any other controlled substance, in or upon a contractor's vehicle is absolutely prohibited.
3. The contractor shall prohibit any employee found in violation from performing services under its agreement with HCPSS. In the case of a violation by a contractor, such violation shall be cause for termination for the contractor's agreement with the HCPSS.

R. CRIMINAL HISTORY BACKGROUND CHECKS

1. All employees, agents, or representatives of the awarded contractor who will be performing work on any phase of the contract arising out of this bid are subject to a criminal history background check by the school system. Such persons, when requested, must provide fingerprints and other required information to facilitate such a check, as well as the necessary fees to obtain such a check from the federal or state government. At the completion of a background check, the school system may, at its sole discretion, decide that a particular employee, agent, or representative of the contractor be barred from school system property.
2. All employees, agents, or representatives of the awarded contractor having direct contact with students must have a criminal background check and fingerprinting completed prior to working for the HCPSS. No employee can begin work until results have been received by HCPSS.

S. CHILD SEX OFFENDER NOTIFICATION

1. Sex Offender Requirement: Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procedure Article, §11-704. One of the purposes of this law, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.
2. As a contractor working for Howard County Public School System (HCPSS), we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on HCPSS

property. Further, Maryland Law that became effective June 22, 2006, 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; See §11-722 Criminal Procedure Article. 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 \$5,000 fine.

3. 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 uses to perform the work. Violations of this provision may cause HCPSS to take action against the contractor up to and including termination of the contract.
4. 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 property 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 sexual offense, child sexual abuse and crimes of violence.
5. The Contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history records checks have been conducted and that each employee complies with the requirements.

T. MULTI-AGENCY PARTICIPATION

1. Under §5-112, Paragraph (3) of the Education Article of the Annotated Code of Maryland HCPSS may with Board of Education approval participate in contracts for goods or commodities that are awarded by other public agencies or by intergovernmental purchasing organizations if the lead agency for the contract follows the public bidding procedures. HCPSS therefore reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.
2. 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 in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the award.

U. MINORITY BUSINESS ENTERPRISE PARTICIPATION

1. Certified Minority Business Enterprises are encouraged to respond to this solicitation notice. Minority Business Enterprise participation shall be as defined by the procedures established for State of Maryland funded public school construction projects.
 2. The contractor or supplier who provides materials, supplies, equipment, and/or services shall attempt to achieve the established goals determined for each project from certified minority business enterprises. The bidder or offeror agrees to make a good faith effort to achieve the established goals when applicable.
- V. **BUILDING/SITE OCCUPANCY**
1. Under no circumstances shall any driveway, access road or walkway be blocked by the contractor's vehicles to prohibit use of, or disruption to pedestrian or vehicular traffic to the buildings or site.
- W. **OCCUPIED BUILDINGS – SIGN IN PROCEDURES**
1. Work under this contract and any resulting contract or sub-contract will take place while school facilities are occupied by staff and often also by students and visitors. Every precaution shall be exercised to protect people from injury and to minimize disruption of activity. As well, contract employees shall conduct themselves in a professional manner while on The Howard County Public School System's premises. Any employee found to disregard the nature of the school system's surroundings shall be removed from the premises and may be prohibited from further servicing the HCPSS contract.
- X. **IDENTIFICATION**
1. All contractor personnel, working in or around buildings designated under this contract, shall have a valid driver's license and school system issued photo ID in their possession at all times.
 2. Contractors will be required to provide identification prior to transporting a student.
 3. The contractor shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.
 4. Vehicles used by the contractor must be identified in accordance with state and local regulations and, if applicable, be labeled with an appropriate license number identifying the company's business license.
- Y. **LOCAL OFFICE**
1. The contractor shall maintain a local office within 50 miles of the school system with telephone available for receiving and making calls throughout the working day and shall have available locally sufficient storage space for all vehicles, materials and equipment.
 2. Office must be capable of communicating via email including the transfer of documents and photos.
- Z. **CONTRACTOR'S TRANSPORTATION/SAFETY MANAGER**
1. The contractor shall provide one employee who shall be designated as the Transportation Manager and one employee who shall be designated as a Safety

Manager. The Transportation Manager shall be the contractor's agent for reviewing the route details when required with the school system's representatives and shall be the channel for all inquiries concerning routes in progress or routes to be dispatched under this contract.

2. The contractor's Safety Manager shall be responsible for ensuring that each driver meets all federal, state and local laws and regulations.
3. The contractor's Transportation Manager should be readily available to review all phases of the route when requested by the school system. The contractor shall notify the school system for approval of any changes in persons designated as Transportation Manager.
4. The contractor's Transportation Manager shall provide the HCPSS with a route schedule and updates as required reflecting any and all changes.
5. The contractor's Transportation Manager shall have the ability (via, cellular phone, etc.) to reply to all calls within fifteen (15) minutes after receipt of call. Service calls shall be considered "received" when received by any employee or answering service of the contractor.

AA. MAINTENANCE OF MANPOWER

1. Any staff changes by the selected contractor(s) must be reviewed and approved by HCPSS Contract Manager prior to any reassignments being made.

BB. RIGHT TO ASSIGN WORK

1. The school system reserves the right to complete particular projects through this contract through the use of HCPSS employees or to obtain separate contracts through its normal procurement process according to the best interests of the school system.

CC. RESPONSIBILITY OF BIDDERS

1. The contractor is assumed to be skilled in his trade, and is solely responsible for compliance with health and safety regulations, performing the work in a safe and competent manner, and in installation procedures required for the work as outlined in these documents.

DD. PERMITS, CODES, AND LAWS

1. All work shall be in accordance with all United States Department of Transportation (USDOT), Maryland Motor Vehicle Administration, COMAR, Maryland Public Service Commission and HCPSS requirements and specifications as defined in these bid documents and any applicable laws.
2. All supervision assigned to this service shall be experienced in this type of transportation. The contractor's driver shall be designated as the "safety inspector," unless the contractor appoints another.
3. Contractor shall apply for and pay for all licenses/certifications required to perform this work. These costs are to be included in contractor's bid price.

EE. WORK REQUIREMENTS

1. Contractor shall work between the hours affirmed by the school system's Contract Manager. The HCPSS Contract Manager must approve any service performed outside of these hours.

FF. DEMONSTRATION

1. Should any using school or office require a demonstration of equipment furnished by a contractor, the supplying contractor shall be obligated to provide such demonstration and use instruction to the requesting school or office at no additional cost. The use demonstration shall be accomplished at the school or office location.

GG. ACCEPTANCE & INSPECTION

1. All service shall be subject to the review and approval of Howard County Public School System's Contract Manager before final payment is made.

HH. CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

1. Upon completion of the service or at any time during the service, the awarded contractor shall receive a performance evaluation scorecard rating the contractor's performance providing the service. The evaluation scorecard will become part of the contractor's permanent file. A sample Contractor Performance/Evaluation Scorecard is included with the bid documents.
2. The evaluation scorecard shall include the following performance indicators; Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility Conservation, Disruptions, Quality of Materials, Emergency Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, Compliance.
3. A contractor shall have up to three (3 weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor.
4. A contractor receiving a 70% or less overall evaluation scorecard rating for services provided may be disqualified for bidding on any future services with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

IV. GENERAL REQUIREMENTS

A. SERVICE

1. Alternative student transportation services is based on the need of students to be transported from various residential, group or individual homes to schools in the Howard County Public School System and surrounding counties. Transportation services may be required at any one HCPSS facility, or at multiple facilities, at any given time. Only one contractor will be selected for each trip.
2. Services will apply to the transportation of select students. The number of students is unknown and may vary from time to time during the term of the contract. At times, as required by the HCPSS, a parent or guardian will accompany the student to/from school. This will require an additional return trip to provide transportation for the parent or guardian.
3. It is the intent of the Howard County Public System to approve multiple contractors to provide alternative transportation services for select students to and from facilities within the school system to surrounding counties on an as needed basis.

4. The awarded bidder is required to provide service in accordance with state and federal regulations and the policies of the Board of Education of Howard County.
5. Requires a motor vehicle transporting only school system students and school personnel to and from school. At no time can additional (non-school system) passengers be picked up by the vehicle providing the transportation service.

B. LICENSING AND QUALIFICATIONS

1. Contractor shall be licensed to do business in the State of Maryland and all drivers shall meet the licensing requirements of the Maryland Motor Vehicle Administration and Maryland Public Service Commission. Bidders shall submit proof of current licensing with their bid.
2. Contractors providing services will comply with all United States Department of Transportation (USDOT), Maryland Motor Vehicle Administration, COMAR, Maryland Public Service Commission and HCPSS requirements and specifications.
3. Contractor shall have a minimum of five (5) years' experience under the same company name with alternative transportation services. Prior school system experience is preferred.
4. Contractor shall maintain an office within a 50 mile radius of the Howard County School System.
5. 24 hour emergency service, pick-up and drop off is preferred.
6. Bidders awarded alternative student transportation contracts with the HCPSS will be approved based on, but not limited to the following criteria, contractors shall include the following information, as applicable:
 - a) Experience
 - b) Satisfactory past and present performance
 - c) Criminal background investigations
 - d) Personal and professional references
 - e) Motor Vehicle Administration record(s)
 - f) State of Maryland Administration vehicle inspection records
 - g) Location of garage in relation to area of needed service
 - h) Appropriate financial information
 - i) Personnel
 - j) Equipment
 - k) Past and present performance related references
7. Contractor may be required to furnish satisfactory evidence that they are regularly engaged in performing the services on which they are bidding, and maintain a regularly established place of business. An authorized representative of the Howard County Public School System may visit any prospective contractor's place of business to determine his ability, capacity, reliability, financial stability, and other factors necessary to perform the contract.

C. SERVICE SCHEDULE

1. A school calendar for the 2019/2020 school year is available at the hcps.org website.

2. By submission of a bid, the bidder agrees that once service begins, it will be completed as scheduled. Schedules will vary from route to route. Specific schedules will be given for each route and will be identified by the Contact Manager.

D. VEHICLE QUALIFICATIONS

1. All vehicles will comply with all United States Department of Transportation (USDOT), Maryland Motor Vehicle Administration, COMAR, Maryland Public Service Commission and HCPSS requirements and specifications.
2. Service requires a motor vehicle having a seating capacity of seven (7) or less passengers and not operated on a regular route or between specified points.
3. All vehicles shall be approved by the Director of Transportation/Designee prior to the start of service for the HCPSS.
4. Vehicles shall be maintained in a clean, safe, and acceptable condition as determined by the Director of Transportation and/or Designees. Any vehicle utilized shall be made available for inspection at any reasonable time at the request of the Transportation Office.

E. DRIVER QUALIFICATIONS

1. All drivers employed by the contractor shall meet all applicable Federal and State motor vehicle licensing requirements, Code Of Maryland Regulations, (COMAR), Maryland Public Service Commission and HCPSS requirements, qualifications, and training requirements.
2. Drivers shall pass the annual physical examination required by the Motor Vehicle Administration.
3. The contractor's drivers shall meet all requirements and shall have on file, and available for audit, documents that verify that all personnel involved in the performance of the contracted services have been certified through a background-check process that includes fingerprinting, background investigation and drug free testing.
4. Vehicle drivers and/or contractors are responsible for knowing and following the prescribed route(s). At no time can additional (non-school system) passengers be picked up by the driver during the transportation service.
5. The contractor shall provide the HCPSS with the ability to contact the driver, before, during and after any route serviced. A system that can be accessed by the contractor to track the location of a vehicle is preferred.
6. The contractor shall conduct three (3) one-hour minimum safety meetings annually for all vehicle drivers and attendants, and report the date completed, name of participants and contents of the safety meeting to the Transportation Office.
7. Contractors are prohibited from assigning registered sex offenders and individuals convicted of sexual offenses, child sexual abuse, and other crimes of violence as a driver for an HCPSS trip or performing any other function that would place them in proximity to HCPSS students.

8. The contractor and its drivers shall take every precaution to ensure the safety of passengers. The use of tobacco/vaping by any person while performing their duties is absolutely prohibited. The use of intoxicants, narcotics, or any other controlled substance by any person while driving a motor vehicle or during a reasonable period before driving a vehicle is absolutely prohibited. The presence of any intoxicants, narcotics, or any other controlled substance, in or upon a contractor's vehicle is absolutely prohibited.
9. The contractor shall prohibit any employee found in violation from performing services under its agreement with HCPSS. In the case of a violation by a contractor, such violation shall be cause for termination for the contractors agreement with the HCPSS.
10. All drivers must abide by all policies and procedures established by HCPSS.

F. ATTENDANT QUALIFICATIONS (if applicable)

1. All Attendants employed by the contractor shall meet all applicable Federal and State motor vehicle licensing requirements, Code Of Maryland Regulations (COMAR), Maryland Public Service Commission and HCPSS requirements, qualifications, and training requirements.
2. The HCPSS Contract Manager shall determine when an Attendant is required to accompany student during transportation services.
3. Able to communicate effectively with fellow employees, students and HCPSS staff. Be in good health, mature, able to discharge the duties of the position, and able to command the respect of others.
4. Able to exercise sound judgment to make appropriate decisions in emergency situations.

G. INSPECTION SERVICES/REPORTS

1. The contractor shall provide and maintain an inspection system acceptable to the HCPSS covering the vehicles, supplies, equipment and services under this contract. Complete records of all inspection work performed by the Contractor or out sourced services shall be maintained and made available to the HCPSS during contract performance and for as long afterwards as the contract requires.

V. IMPLEMENTATION OF ALTERNATIVE TRANSPORTATION SERVICE

- A. It is the HCPSS intent to award to multiple contractor(s). The successful contractor(s) shall follow the procedure, as outlined below, when student transportation is required.
 1. For each job the school system's Contract Manager will contact the selected contractor(s) and initiate service. A scope of work will be defined inclusive of destination, and pickup and drop off time schedule.
 2. A verbal quotation sharing itemized costs and a total not-to-exceed cost shall be quoted to the Contract Manager for approval.
 3. After approval of the verbal quotation by the Contract Manager, authorization shall be provided by the school system department responsible for the service. The verbal quote will confirm the scope of work, commencement date, time frame and price.

4. The Contract manager shall notify the contractor to determine if the transportation service will require an attendant, staff member or guardian.
5. The contractor must be available within 30 minutes to provide same day service. For emergency transportation, "immediate" commencement of work may be required. No additional costs, outside the terms of this contract, may be applied by the contractor for "Emergency" service.

B. ROUTING AND DISPATCHING

1. HCPSS shall furnish to the contractor the names of students to be serviced by each transportation contractor. Contractor vehicles shall be operated under the rule and regulations set forth by the Public Service Commission of the State of Maryland, (psc.state.md.us), utilizing the shortest practicable route possible.
2. The contractor shall require all drivers to record the following information in a trip log for each route.
 - a) Date,
 - b) Student name,
 - c) Name of Route and/or Destination
 - d) Pickup address for each student.
 - e) Pickup time for each student,
 - f) Drop off address for each student,
 - g) Drop off time for each student,
 - h) Actual waiting time at each address if more than authorized (see wait times below). All waiting time is to be recorded in clock hours; i.e., 7:30 am to 7:40am.
 - i) Transportation contractor to note all unusual situations, such as:
 - student did not show at pickup point;
 - misconduct by student;
 - student is late;
 - student not deliverable to drop-off address and had to be taken to the Pupil Transportation Office or another address as authorized by the Director of Transportation/Designee;
 - road closed and had to detour; or
 - any situation that might cause a problem to the driver or cause an additional charge to the route.
 - j) Drivers full name, license number, and PSC (Public Service Commission) badge number and name of attendant if applicable..
 - k) Total time and miles for the trip including the meter start and stop readings.
 - l) The route log must be signed by either the, parent, guardian or school administrator. Exceptions should be noted in the comments section.
 - m) Driver signature on the trip charges.
3. The contractors driver shall wait no more than five (5) minutes after the scheduled pickup time in the morning at the student's location and no more than five (5) minutes in the afternoon at the school location on a per route basis; however, the contractor shall arrive on time at the scheduled pick up time. Students should not be left at schools without school staff supervision at the school.
4. If the student is not ready when scheduled, the vehicle does not leave unless directed by HCPSS personnel.

C. REPORTING OF ACCIDENTS OR INCIDENTS

1. It shall be the responsibility of the contractor to make prompt verbal and written reports of any incident or accident occurring during the course of operations under this contract.
 2. An accident is defined as any incident where the vehicle comes into contact with any object or person, regardless of damage value, or any injury to passengers of any kind while in the vehicle, while entering or embarking from the vehicle, or while passing through the loading zone area of the school. Minor fender-benders, rolling over curbs, etc., shall be reported even though such occurrences may seem trivial.
 3. Any employee of transportation contractor who is involved in an accident while operating a vehicle for HCPSS shall notify his or her transportation manager immediately or as soon as practicable. The Transportation Manager of the given contractor shall, in turn, notify the HCPSS Director of Transportation or his or her designee immediately and email the Director of Transportation. Where warranted, the contractor's driver shall first contact the appropriate emergency services unit and provide detailed information concerning the location and nature of the accident.
 4. Contractors shall ensure that their respective drivers are sent timely for post-accident drug and alcohol testing and that completed accident reports are submitted to the HCPSS Transportation Office within 24 hours after the accidents occur.
 5. Where the driver is injured and taken to a medical facility for treatment, the contractor's Safety Manager or his or her designee shall attempt to have the treating medical facility conduct the post-accident drug and alcohol test, if possible. If the treating medical facility is unable to conduct the test, the driver shall be sent for post-accident drug and alcohol testing as soon as practicable following his or her release from the treating medical facility.
 6. No payment will be made for metered time and charges when delayed because of being in an accident or traffic violation while transporting students.
 7. Unruly behavior of any student while he/she is a passenger must also be reported. This should be communicated to the Transportation office on the date of the occurrence with the completion of an incident report. The decision to continue to transport students who have been reported for unacceptable behavior will rest with HCPSS to do so. The vehicle contractor may not refuse service.
 8. The contractor shall also report those instances where no one is present to receive the student at his home. The report shall include the student's name, address, and name and phone number of the school he attends as well as the time he/she was delivered home. If no one is at home to receive the student, the vehicle driver is to contact the HCPSS department coordinating the service for instructions prior to leaving the student's home.
- D. **REPORTING OF SPEED & RED-LIGHT CAMERA CITATIONS**
1. The Contractor shall comply with the rules and regulations of the Maryland Motor Vehicle Administration and shall specifically report issuances of red-light and speeding camera citations issued to drivers in their employ.

2. The Contractor shall provide reports to the HCPSS Director of Transportation within thirty (30) calendar days of receiving notice of any red-light or speed light camera infraction incurred by its drivers while transporting students for any purpose. Drivers obtaining two (2) or more infractions under this section within any 12-month period shall undergo mandatory safety training provided by the HCPSS. It is within the discretion of the Director of Transportation to decide that any one (1) infraction by a driver is averse to the health and safety of students and subject to immediate corrective action. HCPSS reserves the right to reject the assignment of any driver who has completed the safety training provided for herein and who subsequently incurs any other moving violation or motor vehicle related infraction within a 12-month period.
3. Failure to comply with the provisions of this section shall be deemed a material breach of contract and may result in termination of the contract.

VI. RATES AND MARK-UPS

A. CONTRACTOR'S LABOR/MILEAGE RATES

1. It is understood and agreed that the cost of all labor, vehicles, material, equipment, supervision, mileage, clean-up, fuel surcharge, luggage handling, overhead, and profit is included in the rate per mile cost stated in the response to this bid.
2. Bidder shall submit the rate per mile cost noted on the bidders Bid Price Sheet. The rate per mile cost times total mileage will constitute the payment to the awarded contractor. **(Rate per Mile X Total Mileage = Total Payment)** No hourly rates, nor any other form of payment will apply.
3. Bidder shall submit a rate per mile for Attendant services (if applicable) when required by the HCPSS.
4. HCPSS will calculate payment based on mileage per route commencing at the awarded contractors location and terminating at the awarded contractors location (portal to portal)
5. Incentive payments or premium payments made to any employees by the contractor either as permanent employee pay, subsistence or other pay in excess of the wage shall be at the expense of the contractor and must be included as part of the quoted rates shown on the bid price.

ATTACHMENT A

INSURANCE REQUIREMENTS

1 - General Insurance Requirements:

1.1 - The Contractor shall not commence Work until he has obtained at his own expense all of the insurance as required hereunder and such insurance has been approved by the Board of Education of Howard County Maryland; nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Board of Education of Howard County Maryland of original, signed certificates of insurance or, alternately, at the Board of Education of Howard County Maryland's request, certified copies of the required insurance policies.

1.2 - The Contractor shall require all Subcontractors to maintain during the term of this agreement, commercial general liability insurance, business automobile liability insurance, and Workers' Compensation and employers' liability insurance, in the same manner as specified for the Contractor. The Contractor shall furnish Subcontractors' certificates of insurance to the Board of Education of Howard County Maryland immediately upon request.

1.3 - All insurance required hereunder shall include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until sixty (60) days prior written notice has been given to the Board of Education of Howard County Maryland."

The phrases "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

1.4 - No acceptance and/or approval of any insurance by the Board of Education of Howard County Maryland shall be construed as relieving or excusing the Contractor, or the Surety, or his bonds, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

1.5 - The Board of Education of Howard County Maryland and its elected or appointed officials, agents and employees are to be named as an additional insured under all coverages except Workers compensation and business automobile liability, and the certificate of insurance, or the certified policy, if requested, must so state this. Coverage afforded under this paragraph shall be primary as respects the Board of Education of Howard County Maryland, its agents and employees.

1.6 - The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the Work. The Contractor assumes all risk for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from the action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted Work, until final acceptance of the Work by the Board of Education of Howard County Maryland.

1.7 - Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the contract term, the Board of Education of Howard County Maryland shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the Contractor shall be liable to the Board of Education of Howard County Maryland for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the contract at time of termination.

1.8 - Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the Board of Education of Howard County

Maryland from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the Subcontractors and any persons employed by the Subcontractor.

1.9 - Nothing contained in the specifications shall be construed as creating any contractual relationship between any Subcontractor and the Board of Education of Howard County Maryland. The Contractor shall be fully responsible to the Board of Education of Howard County Maryland for the acts and omissions of the Subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

1.10 - Precaution shall be exercised by the Contractor at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its Subcontractors during the term of the contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

1.11 - If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the Board of Education of Howard County Maryland, may be considered. Written requests for consideration of alternate coverages must be received by the Board of Education of Howard County Maryland at least ten Working days prior to the date set for receipt of bids or proposals. If the Board of Education of Howard County Maryland denies the request for alternate coverages, the specified coverages will be required to be submitted.

1.12 - All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the Board of Education of Howard County Maryland. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the Board of Education of Howard County Maryland grants specific approval for an exception.

1.13 - The Board of Education of Howard County Maryland will consider any deductible amounts as part of its review of the financial stability the Contractor. Any deductibles shall be disclosed by the Contractor, and deductible amounts are the responsibility of the Contractor.

2 - Contractor's Liability Insurance - "Occurrence" Basis:

2.1 - The Contractor shall purchase the following insurance coverages:

2.1.1 - Commercial general liability with a minimum limit of \$1,000,000 per occurrence, \$1,000,000 annual aggregate including all of the following:

- i. General aggregate limit is to apply per project;
- ii. Premises/operations;
- iii. Actions of independent Contractors;
- iv. Products/completed operations to be maintained for two years after completion of the Work;
- v. Contractual liability including protection for the Contractor from claims arising out of liability assumed under this contract;
- vi. Personal injury liability including coverage for offenses related to employment;

- vii. Explosion, collapse, or underground (XCU) hazards (confirmation of underground hazard coverage must be confirmed by either certificate of insurance or in writing by Contractor's agent, broker or insurer);

2.1.2 - Business automobile liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability with a limit of \$1,000,000 per accident; uninsured motorist coverage at minimum statutory limits.

2.1.3 - Workers compensation with statutory benefits as required by Maryland law or the U. S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard other states coverage; employers' liability coverage with limits of \$100,000 per accident, \$100,000 per employee for disease, and a \$500,000 disease policy limit.

2.1.4 - Total limit requirements of 2.1.1, 2.1.2 and 2.1.3 may be met by a combination of primary and umbrella excess liability coverage.

3 - Commercial General or Other Required Liability Insurance - "Claims Made" Basis

3.1 - If commercial general or other liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions:

- i. Agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors' or Subcontractors' Work under this contract, or
- ii. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

Upon completion of the service or at any time during the service, the awarded contractor shall receive a performance evaluation scorecard rating the contractor's performance providing the service. The evaluation scorecard will become part of the contractor's permanent file. A sample Contractor Performance/Evaluation Scorecard is included with the bid documents.

The evaluation scorecard shall include the following performance indicators; Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility Conservation, Disruptions, Quality of Materials, Emergency Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, Compliance.

A contractor shall have up to 3 weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor.

A contractor receiving a 70% or less overall evaluation scorecard rating for services provided may be disqualified for bidding on any future services with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

Name of Contractor: _____

Name of Project: _____ **Contract/Bid Number:** _____

Reviewed by: _____ **Department:** _____

Please take a moment to tell us about this contractor's performance. We will summarize all the information we obtain about each contractor and provide it to them. Supporting documentation shall be required to support any scores noted on the performance evaluation scorecard.

HOW SATISFIED. Please tell us **how satisfied** you are with the **performance** of the contractor named above. Circle a 10 if you are highly satisfied with their performance on a measure. Circle a 1 if you are highly dissatisfied with their performance on a measure. Circle a number in between to show different degrees of satisfaction. Circle **N/A** for any performance indicators that do not apply to the project. There are no right or wrong answers; just tell us how you feel.

A contractor receiving a 70% or less overall evaluation scorecard rating for a project may be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options. The contractor shall be notified of their performance status after each project.

Satisfaction with the contractor's performance:	Highly Dissatisfied	Highly Satisfied
1. Quality of Work. The contractor's ability to do the job right the first time.	1 2 3 4 5 6 7 8 9 10	N/A
2. Responsiveness. The contractor's ability to adapt to changes and meet unusual needs.	1 2 3 4 5 6 7 8 9 10	N/A
3. Professionalism. The courtesy and standards of conduct maintained by the contractor and his or her employees.	1 2 3 4 5 6 7 8 9 10	N/A
4. Resources. The contractor's ability to provide his or her employees with the tools, parts, and supplies needed to do the job.	1 2 3 4 5 6 7 8 9 10	N/A
5. Schedule Management. The contractor's ability to show up when scheduled and complete the work on time.	1 2 3 4 5 6 7 8 9 10	N/A

CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

6. Quality Control. The contractor's ability to identify problems and deficiencies before you do.	1	2	3	4	5	6	7	8	9	10	N/A
7. Deficiency Resolution. The contractor's ability to rapidly correct deficiencies in his or her work.	1	2	3	4	5	6	7	8	9	10	N/A
8. Submittal Management. The contractor's ability to provide submittals In a timely and efficient manner.	1	2	3	4	5	6	7	8	9	10	N/A
9. Training. The contractor's ability to provide employees well-trained in all aspects of their jobs.	1	2	3	4	5	6	7	8	9	10	N/A
10. Appearance. The contractor's ability to keep uniforms, tools, and vehicles clean so as to portray a positive image.	1	2	3	4	5	6	7	8	9	10	N/A
11. Security. The contractor's ability to safeguard your facilities and assets.	1	2	3	4	5	6	7	8	9	10	N/A
12. Safety. The contractor's ability to keep the workplace safe and comply with OSHA requirements.	1	2	3	4	5	6	7	8	9	10	N/A
13. Utility Conservation. The contractor's ability to use only the water, gas, electricity, and air conditioning needed to do the job.	1	2	3	4	5	6	7	8	9	10	N/A
14. Disruptions. The contractor's ability to keep interruptions to the operations of your firm or agency to a minimum.	1	2	3	4	5	6	7	8	9	10	N/A
16. Quality of Materials. The contractor's ability to use high quality parts and supplies.	1	2	3	4	5	6	7	8	9	10	N/A
17. Emergency Response. The contractor's ability to rapidly restore normal operations after an emergency, power outage, or severe weather.	1	2	3	4	5	6	7	8	9	10	N/A
18. Hazardous Materials. The contractor's ability to properly handle hazardous materials.	1	2	3	4	5	6	7	8	9	10	N/A
19. Innovation. The contractor's ability to use new materials and adopt new methods to increase effectiveness.	1	2	3	4	5	6	7	8	9	10	N/A
20. Teamwork. The contractor's ability to be a team player in order to assist in accomplishing the objectives of your firm or agency.	1	2	3	4	5	6	7	8	9	10	N/A
21. Cost Management. The reasonableness of the contractor's costs, especially for contract changes.	1	2	3	4	5	6	7	8	9	10	N/A
22. Billing. The contractor's ability to present correct and properly documented invoices.	1	2	3	4	5	6	7	8	9	10	N/A
23. Compliance. The contractor complied with all rules, requests, regulations And requirements. This includes compliance with instructions Regarding interactions with students, staff and others.	1	2	3	4	5	6	7	8	9	10	N/A

KEY PERSONNEL FORM

STAFFING PLAN – Driver

Bidder: _____ Phone #: _____

Driver: _____ Cell#: _____

(Name)

Email: _____

TECHNICAL TRAINING/EDUCATIONAL BACKGROUND:

Association/Institution

Licenses/Certifications

Date Earned

<u>Association/Institution</u>	<u>Licenses/Certifications</u>	<u>Date Earned</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Number of years as a full time employee with present firm: _____

Number of traffic violations for non-compliance of Federal, State or Local Motor Vehicle Administration Laws and Regulations with present firm: _____

List similar service projects worked on and particular role this individual had during each project:

- Customer Name: _____
- Contact Name and Title: _____
- Address: _____ Phone #: _____
- Date of Service: _____
- Type of Vehicle: _____
- Brief description of transportation _____

- Customer Name: _____
- Contact Name and Title: _____
- Address: _____ Phone #: _____
- Date of Service: _____
- Type of Vehicle: _____
- Brief description of transportation _____

It is imperative that accurate contact names and phone numbers be given for the references listed. All references are to include a contact person who can comment on the Drivers ability to perform transportation service as specified in the bid documents.

Note: This form shall be completed for all drivers assigned to this contract.

KEY PERSONNEL FORM

STAFFING PLAN – Transportation Manager

Bidder: _____ Phone #: _____

Transportation Mgr. _____ Cell#: _____
(Name)

Email: _____

TECHNICAL TRAINING/EDUCATIONAL BACKGROUND:

Association/Institution Licenses/Certifications Date Earned

<u>Association/Institution</u>	<u>Licenses/Certifications</u>	<u>Date Earned</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Number of years as a full time employee with present firm: _____

Number of traffic violations for non-compliance of Federal, State or Local Motor Vehicle Administration Laws and Regulations with present firm: _____

List similar service projects worked on and particular role this individual had during each project:

- Customer Name: _____
- Contact Name and Title: _____
- Address: _____ Phone #: _____
- Date of Service: _____
- Type of Vehicle: _____
- Brief description of transportation _____

- Customer Name: _____
- Contact Name and Title: _____
- Address: _____ Phone #: _____
- Date of Service: _____
- Type of Vehicle: _____
- Brief description of transportation _____

It is imperative that accurate contact names and phone numbers be given for the references listed. All references are to include a contact person who can comment on the Drivers ability to perform transportation service as specified in the bid documents.

Note: This form shall be completed for the Transportation Manager assigned to this contract.

KEY PERSONNEL FORM

STAFFING PLAN – Safety Manager

Bidder: _____ Phone #: _____

Safety Manager: _____ Cell#: _____
(Name)

Email: _____

TECHNICAL TRAINING/EDUCATIONAL BACKGROUND:

<u>Association/Institution</u>	<u>Licenses/Certifications</u>	<u>Date Earned</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Number of years as a full time employee with present firm: _____

Number of traffic violations for non-compliance of Federal, State or Local Motor Vehicle Administration Laws and Regulations with present firm: _____

List similar service projects worked on and particular role this individual had during each project:

- Customer Name: _____
- Contact Name and Title: _____
- Address: _____ Phone #: _____
- Date of Service: _____
- Type of Vehicle: _____
- Brief description of transportation _____

- Customer Name: _____
- Contact Name and Title: _____
- Address: _____ Phone #: _____
- Date of Service: _____
- Type of Vehicle: _____
- Brief description of transportation _____

It is imperative that accurate contact names and phone numbers be given for the references listed. All references are to include a contact person who can comment on the Drivers ability to perform transportation service as specified in the bid documents.

Note: This form shall be completed for the Safety Manager assigned to this contract.

PROFILE OF COMPANY FORM

Comprehensive Description of Organization

Complete for local office which will be performing The Howard County Public School System work.

Company Name: _____ Phone #: _____

Company Address: _____
_____ Fax #: _____
E-mail: _____

(Print) Name of Contact: _____ Web Page: _____

Date of Incorporation: _____ State of Incorporation: _____

State of Maryland Contractors License number: _____

Number of Years in business under present name: _____

Other or former names under which your organization has operated: _____

Number of traffic violations for non-compliance of Federal, State or Local Motor Vehicle Administration Laws and Regulations for the past year: _____

Name of Vehicle Inspection Service Provider: _____

Percent (%) of Work Performing:	Student Transportation Services	_____ %
	All Transportation Services	_____ %

Name of Principal(s) and Title(s):

History of Firm: _____

Total Number of Employees: _____ Number of Office Employees _____

Number of Drivers: _____ Number of Vehicles: _____

Type of Vehicles: _____

Has your firm, in the last five years, ever had a contract terminated for any reason? Yes No

If Yes, Explain: _____

Total Company Annual Dollar Volume for all Transportation Services.

2016 \$ _____ 2017 \$ _____ 2018 \$ _____

CHECK LIST

TECHNICAL INFORMATION

The following forms must be included with the Bid Price Sheet

- | yes | no | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Experience/Reference Forms (4 examples of transportation service) |
| <input type="checkbox"/> | <input type="checkbox"/> | Key Personnel Forms for (all) Drivers, (1) Transportation and (1) Safety Manager |
| <input type="checkbox"/> | <input type="checkbox"/> | Profile of Company Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of MD for hire Driver's License(s) |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of MD Public Service Commission License |
| <input type="checkbox"/> | <input type="checkbox"/> | State of MD Inspection certificate(s) |
| <input type="checkbox"/> | <input type="checkbox"/> | Specimen Copy of Certificate of Insurance |
| <input type="checkbox"/> | <input type="checkbox"/> | Letter noting any Federal, State, Local, MVA violations or no incidents |
| <input type="checkbox"/> | <input type="checkbox"/> | Bid Price Sheet |

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

**ALTERNATIVE TRANSPORTATION SERVICE
FOR SELECT STUDENTS
BID #019.19.B3**

BID PRICE SHEET

Date: _____

Bidder: _____

Mr. Joe Veslany
Howard County Public School System, Purchasing
10910 Clarksville Pike
Ellicott City, MD 21042

The undersigned hereby submits a bid price to furnish and deliver the items as set forth in Bid #019.19.B3. The entire bid document including the Terms and Conditions, Specifications, any addenda, drawings, and the bid price will be part of any resulting contract.

I. PRICE

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to furnish and deliver the requested transportation services for the guaranteed pricing noted below:

SERVICE - RATES:

Rate per Mile \$ _____

Attendant Rate per Mile \$ _____ (if applicable)

NOTE: The Rate per Mile and Attendant Rate per Mile cost shall be all-inclusive. The costs of all labor, vehicles, material, equipment, supervision, mileage, clean up, fuel surcharge, luggage handling, overhead, and profit are to be included. There can be no conditions or additional charges.

II. COMPANY INFORMATION

Name of company _____ years in business

Street Address

City _____ State _____ Zip _____

Telephone# _____ Fax # _____ Web Page _____

III. CONTACT FOR INSIDE CONTRACT ADMINISTRATION

In the event your firm receives a contract as a result of this Invitation for Bid, please designate an inside person whom we may contact during the period of the contract for prompt contract administration showing:

Name _____ Title _____

Address _____ Phone _____

_____ Fax _____

e-mail _____ Cell _____

IV. RECEIPT OF ADDENDA

Addendum: _____ Dated: _____ Received:

Addendum: _____ Dated: _____ Received:

Addendum: _____ Dated: _____ Received:

BID SIGNATURE SHEET

A. Bidder's Certification

1. I/we hereby propose to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. I/we certify 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.
2. I/we certify that this bid is made without having contacted any employee within The Howard County Public School System unless such contacts were previously authorized by the Purchasing Officer.
3. I/we certify that this bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any bidder, or to secure any advantage against the Board of Education of Howard County or any other person interested in the proposed contract; and that all statements in said proposal or bid are true.
4. I/we affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.
5. I hereby certify that I am authorized to sign for the bidder.

B. Vendor/Contractor Disqualification - Bribery

1. A person convicted for bribery, attempted bribery, or conspiracy to bribe shall be disqualified from entering into a contract with any county or other subdivision of the state. Every business entity upon submitting a bid or otherwise applying for a contract shall submit an affidavit stating whether it, its officers, directors, or partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government.

Submitted by:

(company name)

(person authorized to sign bids)

(title of authorized representative)

(signature of authorized representative)

(date)