

**Purchasing Office**  
191 South East St  
Frederick, Maryland 21701  
301-644-5209 phone  
301-644-5213 fax



Stephen P. Starmer, C.P.M., Purchasing Manager  
**Kim Miskell, Asst. Purchasing Manager**  
Billie Laughland, Buyer Specialist  
Bill Meekins CPPB, CPCP, Buyer Specialist  
Scott Bachtell, Buyer Specialist

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RFP NUMBER/RFP NAME: 16T5, Contracted Bus Services

RFP ISSUE DATE: April 26, 2016

RFP CONTRACT MANAGER: Kim Miskell, Assistant Purchasing Manager, [kim.miskell@fcps.org](mailto:kim.miskell@fcps.org)

RFP CONTRACT ADMINISTRATOR: Fred Punturiero, Director of Transportation, [fred.punturiero@fcps.org](mailto:fred.punturiero@fcps.org)

QUESTIONS: Questions due no later than 4:00 P.M., local time, on May 6, 2016. Submit questions in writing to the Contract Manager listed above with a copy to the Contract Administrator.

PRE-PROPOSAL DATE: N/A

OBTAINING BID DOCUMENTS: To view and/or download this solicitation package please visit our webpage at: [www.fcps.org/bidlist](http://www.fcps.org/bidlist). If you have problems downloading this bid or applicable addenda, contact: [amy.beall@fcps.org](mailto:amy.beall@fcps.org)

BONDS REQUIRED: NO

MBE REQUIREMENTS: NO

RFP DUE: 2:00 P.M., local time, on May 16, 2016  
Faxed or emailed bids are not acceptable.

SEALED RFP DELIVERED TO: Frederick County Public Schools  
Attn: Purchasing Department  
191 South East Street  
Frederick, MD 21701  
(Parking is available at Deck #5 on All Saints Street)

Bid proposal must be properly marked with vendor's business name, address, Bid Name and Number on the envelope or package.

TENTATIVE AWARD DATE: BOE Work Session, scheduled on: June 22, 2016

ELIGIBILITY: FCPS will accept all proposal responses; however only companies having a current general application on file with FCPS will be considered for contract award. If your company is not registered as a bidder, please obtain a general application from our website at [www.fcps.org/purchasing](http://www.fcps.org/purchasing). To check the status of your registration, please contact Robin Underwood, Vendor Specialist, at [robin.underwood@fcps.org](mailto:robin.underwood@fcps.org).

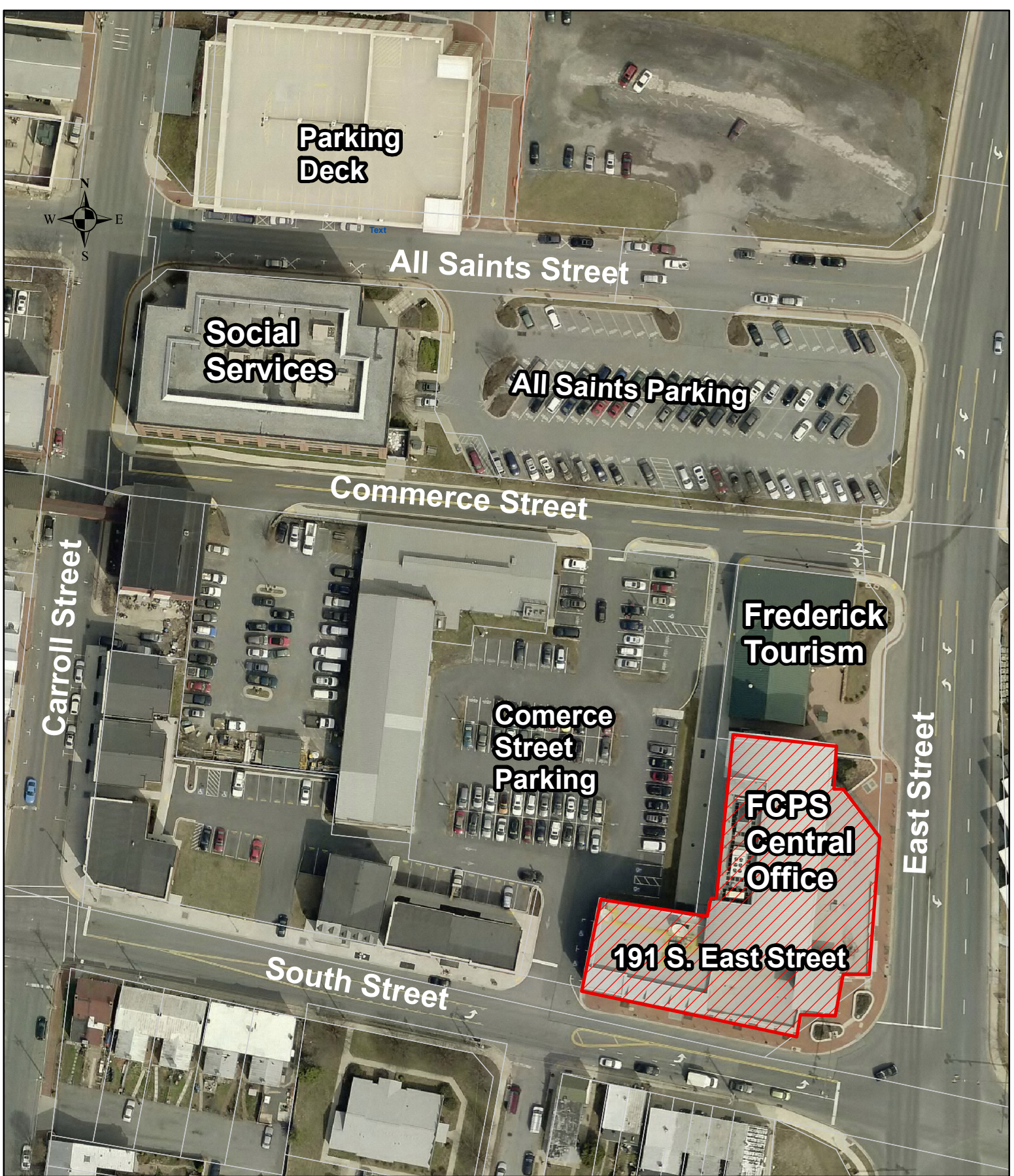
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## Frederick County Public Schools, MD, School Year 2015-16 Calendar

### August 2015

10-13 Mon-Thu New Teachers Report—New-Hire Symposium  
18 Tue Teachers Report to Work: Training and Preparation  
24 Mon First Day of School for Students

### September 2015

07 Mon Schools Closed. Labor Day  
14 Mon Schools Closed. Rosh Hashanah  
23 Wed Schools Closed. Fair Day, Yom Kippur  
25 Fri 2-Hour Early Dismissal for Students (Mid-Term): Teacher Work Session

### October 2015

05-06 Mon-Tue High School Assessments  
15 Thu 2-Hour Early Dismissal for Students: Teacher Work Session  
16, 30 Fridays Schools Closed for Students: Teacher Work Days

### November 2015

02 Mon Second Term Begins  
20 Fri Elem Parent-Teacher Conferences in Afternoon: Elem schools dismiss 3.5 hours early; high & middle schools full day  
23 Mon Elem & Middle School Parent-Teacher Conferences in Evening: Those schools open 4 hours late; high school is full day  
24 Tue Elem & Middle School Parent-Teacher Conferences in Afternoon: Those schools dismiss 3.5 hours early; high school is full day  
25 Wed Schools Closed: Thanksgiving Break  
26-27 Thu-Fri Schools Closed: Thanksgiving and American Indian Heritage Day

### December 2015

08 Tue Mid-Term  
09 Wed 2-Hour Early Dismissal for Students: Teacher Work Session  
23 Wed Schools Closed: Winter Break  
24-25 Thu-Fri Schools Closed: Christmas Eve and Christmas Day  
28-31 Mon-Thu Schools Closed: Winter Break

### January 2016

01 Fri Schools Closed: New Year's Day  
11-12 Mon-Tue High School Assessments  
18 Mon Schools Closed: Dr. Martin Luther King Jr. Day  
21 Thu First Semester (Second Term) Ends  
22 Fri Schools Closed for Students: Teacher Work Day  
25 Mon Second Semester (Third Term) Begins

### February 2016

15\* Mon Schools Closed: Presidents' Day  
16 Tue Schools Closed for Students: Teacher Work Day  
26 Fri 2-Hour Early Dismissal for Students (Mid-Term): Teacher Work Session

### March 2016

21\*-24\* Mon-Thu Schools Closed: Spring Break  
25 Fri Schools Closed: Good Friday  
28 Mon Schools Closed: Easter Monday

### April 2016

08 Third Term Ends  
11 Mon Schools Closed for Students: Teacher Work Day  
12 Fourth Term Begins  
26 Tue Schools Closed: Primary Election Day  
29 Fri 2-Hour Early Dismissal for Students: Teacher Work Session

### May 2016

23-24 Mon-Tue High School Assessments  
27 Fri 2-Hour Early Dismissal for Students: Teacher Work Session  
30 Mon Schools Closed: Memorial Day

### June 2016

20\* Mon 2-Hour Early Dismissal/Last Day of School for Students: Teacher Work Session  
21\* Tue Last Day of School for Teachers

\*Includes 7 days for snow or other emergency closings. If all days are not needed, the school year will be shortened by the number of unused days to provide 180 days for students. If more days are needed, we will make them up in this order: February 15, March 21, 22, 23 and 24, June 21 and 22. *Approved May 13, 2015*

# DIRECTORY OF SCHOOLS

## ELEMENTARY

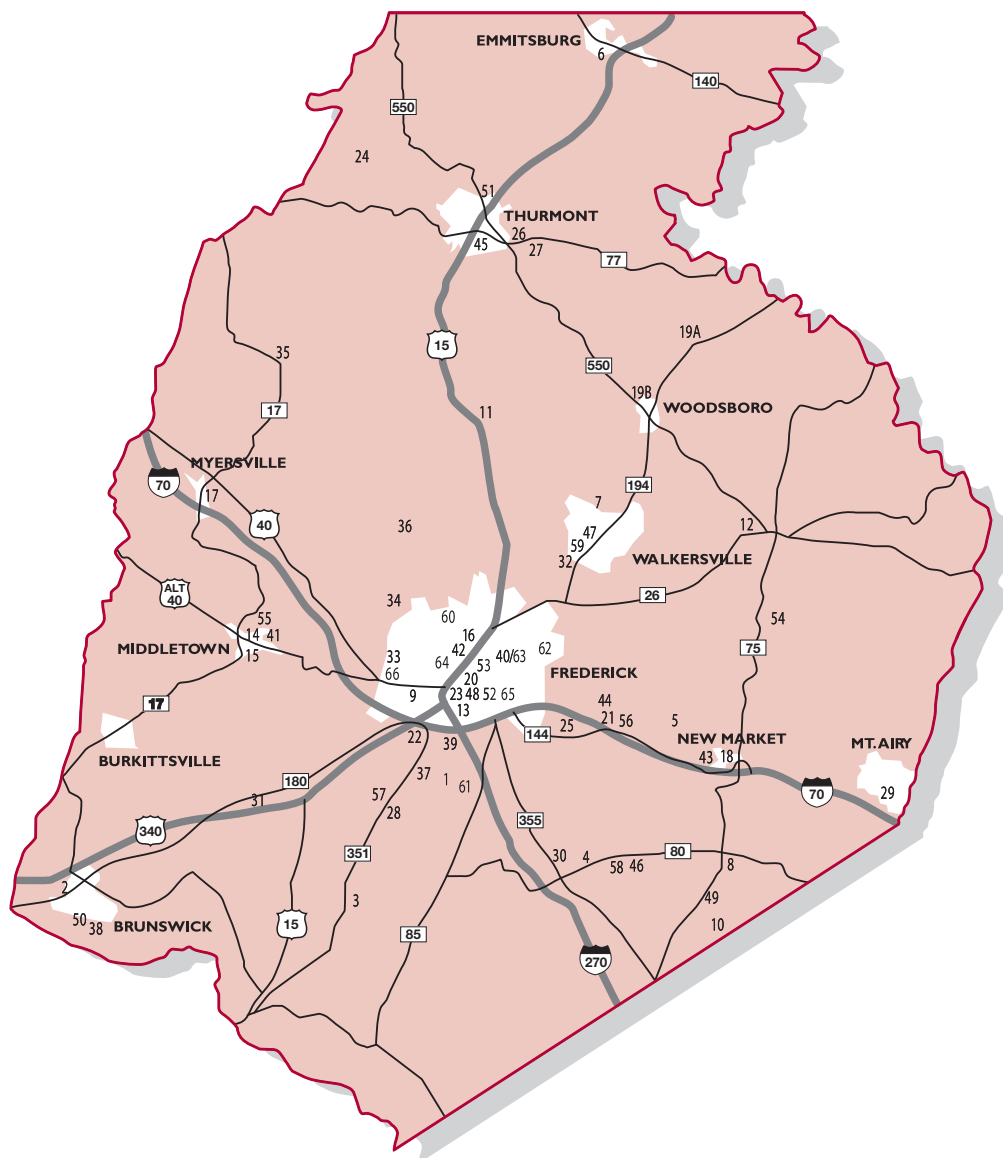
1. **Ballenger Creek\*** 240-236-2500  
Ms. Stephanie Brown, Principal  
5250 Kingsbrook Drive  
Frederick, MD 21703  
Fax 240-236-2501
2. **Brunswick ♦♦** 240-236-2900  
Mr. Karl Williams, Principal  
400 Central Avenue  
Brunswick, MD 21716  
Fax 240-236-2901
3. **Carroll Manor ♦♦** 240-236-3800  
Ms. Cindy Alvarado, Principal  
5624 Adamstown Road  
Adamstown, MD 21710  
Fax 240-236-3801
4. **Centerville** 240-566-0100  
Ms. Tracy Hilliard, Principal  
3601 Carriage Hill Drive  
Frederick, MD 21704  
Fax 240-566-0101
5. **Deer Crossing ♦** 240-236-5900  
Ms. Heather Michael, Principal  
10601 Finn Drive  
New Market, MD 21774  
Fax 240-236-5901
6. **Emmitsburg \*** 240-236-1750  
Ms. Mary Ann Wiles, Principal  
300 South Seton Avenue  
Emmitsburg, MD 21727  
Fax 240-236-1751
7. **Glade ♦♦** 240-236-2100  
Mr. Lorcán ÓhEithir, Principal  
9525 Glade Road  
Walkersville, MD 21793  
Fax 240-236-2101
8. **Green Valley** 240-236-3400  
Ms. Leigh Warren, Principal  
11501 Fingerboard Road  
Monrovia, MD 21770  
Fax 240-236-3401
9. **Hillcrest \*** 240-236-3200  
Ms. Kimberly Seiss, Principal  
1285 Hillcrest Drive  
Frederick, MD 21703  
Fax 240-236-3201
10. **Kemptown** 240-236-3500  
Ms. Kristen Canning, Principal  
3456 Kemptown Church Road  
Monrovia, MD 21770  
Fax 240-236-3501
11. **Lewistown** 240-236-3750  
Ms. Shirley Olsen, Principal  
11119 Hessong Bridge Road  
Thurmont, MD 21788  
Fax 240-236-3751
12. **Liberty** 240-236-1800  
Mr. Todd Shaffer, Principal  
11820 Liberty Road  
Frederick, MD 21701  
Fax 240-236-1801
13. **Lincoln ♦♦** 240-236-2650  
Ms. Kathryn Golightly, Principal  
200 Madison Street  
Frederick, MD 21701  
Fax 240-236-2651
14. **Middletown** 240-236-1100  
Grades 3-5  
Mr. Randy Perrell, Principal  
201 East Green Street  
Middletown, MD 21769  
Fax 240-236-1150
15. **Middletown Primary ♦♦** 240-566-0200  
Grades Pre-K-2  
Ms. Karen Hopson, Principal  
403 Franklin Street  
Middletown, MD 21769  
Fax 240-566-0201
16. **Monocacy \*** 240-236-1400  
Ms. Angela Corrigan, Principal  
7421 Hayward Road  
Frederick, MD 21702  
Fax 240-236-1401
17. **Myersville** 240-236-1900  
Ms. Kathy Swire, Principal  
429 Main Street  
Myersville, MD 21773  
Fax 240-236-1901
18. **New Market \*** 240-236-1300  
Ms. Sharon West, Principal  
93 West Main Street  
New Market, MD 21774  
Fax 240-236-1301

19. **New Midway-Woodsboro**  
Mr. Giuseppe Di Monte, Principal  
**A) New Midway** 240-236-1500  
Grades 3-5  
12226 Woodsboro Pike  
Keymar, MD 21757  
Fax 240-236-1501  
**B) Woodsboro \*** 240-236-3700  
Grades Pre-K-2  
101 Liberty Road  
Woodsboro, MD 21798  
Fax 240-236-3701
20. **North Frederick \*** 240-236-2000  
Ms. DeVeda Coley, Principal  
1010 Fairview Avenue  
Frederick, MD 21701  
Fax 240-236-2001
21. **Oakdale \*** 240-236-3300  
Ms. Kimberly Clifford, Principal  
9850 Old National Pike  
Ijamsville, MD 21754  
Fax 240-236-3301
22. **Orchard Grove ♦♦** 240-236-2400  
Ms. Debra Myers, Principal  
5898 Hannover Drive  
Frederick, MD 21703  
Fax 240-236-2401
23. **Parkway** 240-236-2600  
Ms. Elizabeth Little, Principal  
300 Carroll Parkway  
Frederick, MD 21701  
Fax 240-236-2601
24. **Sabillasville** 240-236-6000  
Ms. Kate Krietz, Principal  
16210-B Sabillasville Road  
Sabillasville, MD 21780  
Fax 240-236-6001
25. **Spring Ridge ♦♦** 240-236-1600  
Ms. Patricia Hosfelt, Principal  
9051 Ridgefield Drive  
Frederick, MD 21701  
Fax 240-236-1601
26. **Thurmont (Gr. 3-5)** 240-236-0900  
Ms. Christina McKeever, Principal  
805 East Main Street  
Thurmont, MD 21788  
Fax 240-236-0901
27. **Thurmont Primary ♦♦** 240-236-2800  
Grades Pre-K-2  
Ms. Karen Locke, Principal  
7989 Rocky Ridge Road  
Thurmont, MD 21788  
Fax 240-236-2801

28. **Tuscarora** 240-566-0000  
Mr. Stephen Raff, Principal  
6321 Lambert Drive  
Frederick, MD 21703  
Fax 240-566-0001
29. **Twin Ridge ♦♦** 240-236-2300  
Ms. Susan Gullo, Principal  
1106 Leafy Hollow Circle  
Mt. Airy, MD 21771  
Fax 240-236-2301
30. **Urbana ♦** 240-236-2200  
Mr. Allie Watkins, Principal  
3554 Urbana Pike  
Frederick, MD 21704  
Fax 240-236-2201
31. **Valley \*** 240-236-3000  
Mr. Jason Bowser, Principal  
3519 Jefferson Pike  
Jefferson, MD 21755  
Fax 240-236-3001
32. **Walkersville** 240-236-1000  
Ms. Tess Blumenthal, Principal  
83 West Frederick Street  
Walkersville, MD 21793  
Fax 240-236-1050
33. **Waverley ♦♦** 240-236-3900  
Ms. Jan Hollenbeck, Principal  
201 Waverley Drive  
Frederick, MD 21702  
Fax 240-236-3901
34. **Whittier ♦♦** 240-236-3100  
Ms. Amy Schwiegerath, Principal  
2400 Whittier Drive  
Frederick, MD 21702  
Fax 240-236-3101
35. **Wolfsville \*** 240-236-2250  
Ms. Susan Kreiger, Principal  
12520 Wolfsville Road  
Myersville, MD 21773  
Fax 240-236-2251
36. **Yellow Springs** 240-236-1700  
Ms. Jana Strohmeier, Principal  
8717 Yellow Springs Road  
Frederick, MD 21702  
Fax 240-236-1701

## MIDDLE

37. **Ballenger Creek** 240-236-5700  
Ms. Mita Badshah, Principal  
5525 Ballenger Creek Pike  
Frederick, MD 21703  
Fax 240-236-5701
38. **Brunswick** 240-236-5400  
Ms. Barbara Keiling, Principal  
301 Cummings Drive  
Brunswick, MD 21716  
Fax 240-236-5401
50. **Brunswick** 240-236-8600  
Ms. Nancy Doll, Principal  
101 Cummings Drive  
Brunswick, MD 21716  
Fax 240-236-8601
51. **Catoctin** 240-236-8100  
Mr. Bernard Quesada, Principal  
14745 Sabillasville Road  
Thurmont, MD 21788  
Fax 240-236-8101
52. **Frederick** 240-236-7000  
Ms. Kathy Campagnoli, Principal  
650 Carroll Parkway  
Frederick, MD 21701  
Fax 240-236-7015
53. **Governor Thomas Johnson** 240-236-8200  
Mr. Jet Reid, Principal  
1501 North Market Street  
Frederick, MD 21701  
Fax 240-236-8201
54. **Linganore** 240-566-9700  
Mr. David Kehne, Principal  
12013 Old Annapolis Road  
Frederick, MD 21701  
Fax 240-566-9701
55. **Middletown** 240-236-7400  
Ms. Lee Jeffrey, Principal  
200 Schoolhouse Drive  
Middletown, MD 21769  
Fax 240-236-7450
56. **Oakdale** 240-566-9400  
Mr. Jeff Marker, Principal  
5850 Eaglehead Drive  
Ijamsville, MD 21754  
Fax 240-566-9401
57. **Tuscarora** 240-236-6400  
Mr. Andrew Kibler, Principal  
5312 Ballenger Creek Pike  
Frederick, MD 21703  
Fax 240-236-6401
58. **Urbana** 240-236-7600  
Mr. Jay Berno, Principal  
3471 Campus Drive  
Ijamsville, MD 21754  
Fax 240-236-7601
59. **Walkersville** 240-236-7200  
Ms. Tracey Franklin, Principal  
81 West Frederick Street  
Walkersville, MD 21793  
Fax 240-236-7250



## KEY

\* Pre-kindergarten program available

◆ Special education pre-kindergarten available

FINDOUTFIRST EMAIL — SIGN UP AT [WWW.FCPS.ORG](http://WWW.FCPS.ORG)

## Middle (continued)

39. **Crestwood** **240-566-9000**  
Ms. Donna L. Clabaugh, Principal  
7100 Foxcroft Drive  
Frederick, MD 21703  
Fax 240-566-9001
40. **Governor Thomas Johnson** **240-236-4900**  
Mr. Neal Case, Principal  
1799 Schifferstadt Boulevard  
Frederick, MD 21701  
Fax 240-236-4901
41. **Middletown** **240-236-4200**  
Mr. Everett Warren, Principal  
100 Martha Mason Street  
Middletown, MD 21769  
Fax 240-236-4250
42. **Monocacy** **240-236-4700**  
Mr. Brian Vasquez, Principal  
8009 Opossumtown Pike  
Frederick, MD 21702  
Fax 240-236-4701
43. **New Market** **240-236-4600**  
Ms. Jennifer Bingman, Principal  
125 West Main Street  
New Market, MD 21774  
Fax 240-236-4650
44. **Oakdale** **240-236-5500**  
Dr. Stephanie Ware, Principal  
9840 Old National Pike  
Ijamsville, MD 21754  
Fax 240-236-5501
45. **Thurmont** **240-236-5100**  
Ms. Jennifer Powell, Principal  
408 East Main Street  
Thurmont, MD 21788  
Fax 240-236-5101
46. **Urbana** **240-566-9200**  
Ms. Michelle Concepcion, Principal  
3511 Pontius Court  
Ijamsville, MD 21754  
Fax 240-566-9201
47. **Walkersville** **240-236-4400**  
Ms. Stacey Hiltner, Principal  
55 West Frederick Street  
Walkersville, MD 21793  
Fax 240-236-4401
48. **West Frederick** **240-236-4000**  
Mr. Frank Vetter, Principal  
515 West Patrick Street  
Frederick, MD 21701  
Fax 240-236-4050
49. **Windsor Knolls** **240-236-5000**  
Ms. T.C. Suter, Principal  
11150 Windsor Road  
Ijamsville, MD 21754  
Fax 240-236-5001

## OTHER

60. **Career and Technology Center** **240-236-8500**  
Mr. Michael Concepcion, Principal  
7922 Opossumtown Pike  
Frederick, MD 21702  
Fax 240-236-8501
61. **Carroll Creek Montessori Public Charter School \*** **301-663-7970**  
Ms. Marilyn Horan, Principal  
7215 Corporate Court  
Frederick, MD 21703  
Fax 301-663-6107
62. **Frederick Classical Charter School** **240-236-1200**  
Ms. Erica Cummins, Principal  
8445 Spires Way, Suite CC  
Frederick, MD 21701  
Fax 240-236-1201
63. **Frederick County Virtual School** **240-236-8450**  
Dr. Stacey Adamiak, Principal  
c/o GTJMS  
1799 Schifferstadt Boulevard  
Room 116  
Frederick, MD 21701  
Fax 240-236-8451
64. **Heather Ridge** **240-236-8000**  
Ms. Denise Flora, Principal  
1445 Taney Avenue  
Frederick, MD 21702  
Fax 240-236-8001
65. **Monocacy Valley Montessori Public Charter School \*** **301-668-5013**  
Ms. Nancy Radkiewicz, Principal  
217 Dill Avenue  
Frederick, MD 21701  
Fax 301-668-5015
66. **Rock Creek** **240-236-8700**  
Ms. Mary Malone, Principal  
191 Waverley Drive  
Frederick, MD 21702  
Fax 240-236-8701

**For other useful numbers,  
see next page**

**FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)**  
**GENERAL TERMS AND CONDITIONS**  
**SECTION I**

**1. BIDDER REGISTRATION**

- a. Only companies currently registered on the FCPS' General Application will automatically receive notifications of a solicitation.
- b. The bidder is solely responsible for obtaining, completing, and returning the General Application form; this is especially important where notification of the bid was obtained through advertisement, or a bidder was informed by a subcontractor, manufacturer, etc. Contact Robin Underwood, Vendor Maintenance Specialist, by via email: [robin.underwood@fcps.org](mailto:robin.underwood@fcps.org) to check the status of registration.
- c. The General Application is available on the FCPS website at: [www.fcps.org/purchasing](http://www.fcps.org/purchasing). The company is responsible for proper identification of bid categories on the form. Applications are valid for a three year period.
- d. FCPS will not be held responsible for a company's failure to become and remain a registered bidder, to identify appropriate bid categories on the registration form, or for failure to notify the Purchasing Department of any changes.
- e. Bidders with a repeated history of not bidding may not be notified of the impending solicitation.

**2. PRE-BID MEETING**

- a. A Pre-Bid Meeting will be held at the date and time indicated on the cover page of this solicitation package.
- b. Attendance at the Pre-Bid Meeting is not mandatory; however, all vendors are strongly encouraged to attend.
- c. The agenda for this Pre-Bid Meeting will include the following: introduction of staff; description of scope of work; timeline/scheduling; budget priorities/concerns; and procurement responsibilities.
- d. Questions shall be submitted, via email, to the person(s) indicated on the cover page of this solicitation package. Due to possible changes and/or additions to the specifications, bids should not be submitted prior to the Pre-Bid meeting.
- e. If FCPS offices are closed, or operating on a modified schedule, due to inclement weather on the day a Pre-Bid is scheduled, the Pre-Bid is cancelled and will not be rescheduled unless an addendum is issued. Bidders are advised that they are to email questions to the identified Contract Manager by the date and time required within this solicitation. For the fastest, most reliable information, regarding closures and/or delays check the following:
  - [www.fcps.org](http://www.fcps.org)
  - Social Media: FCPS on Twitter and FCPS on Facebook
  - Email/Text Messages: Sign up for FindOutFirst email and emergency-only text messages
  - FCPS TV: Comcast Channel 18 (Frederick area)
  - Local radio and TV stations



### **3. RECEIPT OF BIDS**

- a. Bids received prior to the time of opening will be time stamped and securely kept unopened. No bid received thereafter will be considered. FCPS will not be responsible for the premature opening of bids received that are not properly addressed or identified. Any bid may be withdrawn before the scheduled time for opening bids.
- b. All inner and outer envelopes and packaging, used by Fed Ex, UPS and etc., are to be labeled with the following:
  - Bidder Name
  - Bid Number and Name
  - Due Date and Time
- c. Bids received after the designated date and/or time will not be accepted, regardless of when they were mailed or given to a delivery carrier.
- d. Bids not received by the date, time, and location designated on the solicitation cover sheet, due to improper labeling, may be considered non-responsive.
- e. In the event of inclement weather on the date when bids are scheduled to be opened and the FCPS offices are closed, or operating under a modified schedule, bids will be opened on the next business day at the same time as previously scheduled. Bids will be accepted until the scheduled time of opening on the next business day. (Often when schools are closed due to inclement weather, administrative offices remain open. When in doubt, call the Purchasing Department.)

### **4. OPENING OF BIDS**

- a. Sealed bids will be opened at the location, date, and time indicated on the solicitation cover sheet.
- b. All bids received must include original signatures; no photo copies will be accepted. Unless specifically authorized, facsimile or emailed bids will not be considered. Modifications by facsimile, or email, of bids already submitted will be considered if received prior to the time set for opening. No bids will be accepted via telephone.

### **5. ADDENDA**

- a. All changes to the bid solicitation will be made through appropriate addenda issued from the Purchasing Department.
- b. Addenda will be available on the FCPS Purchasing Department webpage. All vendors who are known by the Purchasing Department to have downloaded the bid documents will receive an email notification.
- c. Addenda will be issued a minimum of five days prior to the bid opening date, unless the addenda issued extends the due date.
- d. Each bidder shall ascertain, prior to submitting a bid that they have received all Addenda issued and the bidder shall acknowledge receipt on the Signature Acknowledgement Form. Failure of any bidder to acknowledge the receipt of addenda will not relieve that bidder from any obligations under this solicitation as amended by addenda. All addenda so issued will become a part of the award and contract documents.

## **6. PREPARATION OF BID**

- a. Should any bidder be in doubt as to the meaning of the specifications, or should they find any discrepancy or omission, they shall notify the Contract Manager listed on the solicitation cover sheet. If required, bidders will be notified of clarifications and/or additional information by means of addenda.
- b. Bidder must submit one original proposal, with original signatures, unless otherwise specified. Bids must be prepared on the proposal form(s) provided.
- c. Each bid will be sealed, show the full business address and contact information of the bidder and be signed by the person(s) legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract, and purchase order, will be emailed, or mailed, to the address shown on the bid in the absence of written instructions from the bidder to the contrary.
- d. The following items must be included in submission:
  - i. Proposal pages completely and accurately filled out.
  - ii. Signature Acknowledgement Form completed and signed.
  - iii. Statutory Affidavit and Non-Collusion Certification form completed and signed.
  - iv. Certificate of Compliance form completed and signed.
- e. Bidders shall be required under Article 56, Section 270(4), Annotated Code of Maryland, to provide proof of Certificate of Registry and must be licensed to do business in the State of Maryland and must provide a tax certification number. Visit the following website to ensure compliance:  
<http://www.dat.state.md.us/sdatweb/charter.html>
- f. Bids by partnerships must be signed with the partnership name, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of their authority to do so, if requested.
- g. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of their authority to do so, if requested.
- h. Failure to sign the bid document will result in rejection of the bid as non-responsive.
- i. FCPS will not be responsible for any costs incurred by a bidder in preparing and submitting a proposal in response to this solicitation.
- j. FCPS will accept all bid responses, however, only companies approved by FCPS' Purchasing Department will be considered for contract award. The General Application is available on the FCPS website at: [www.fcps.org/purchasing](http://www.fcps.org/purchasing). Completed applications may be submitted separately or included in the bid response. Applications are valid for a three year period.

## **7. STANDARD OF QUALITY, "OR EQUAL CLAUSES," AND SUBSTITUTIONS**

- a. Any make/model specified in the solicitation is used only to establish a quality level, unless specifically noted in Section II. Any material or article that will perform adequately the duties imposed by the general design will be considered equal and satisfactory. FCPS retains the right to

determine if items are equivalent and will be accepted.

- b. It will be the responsibility of the bidder to submit a clear and concise proposal wherein each substitution and deviation is identified and described, in writing, at the time of solicitation submission.
- c. In the absence of any statement to the contrary by the bidder, the submission will be interpreted as being the exact brand and/or qualities, etc., enumerated in the detailed specifications, whenever the specifications indicate a product of a particular manufacturer, model or brand.
- d. Bidders must submit detailed literature if bidding an item other than the specified item. Detailed literature is defined as product features or specifications relating to construction and/or performance.
- e. The detailed literature is to be arranged and labeled according to item number.
- f. It is the bidders' responsibility to submit required literature, or links to webpages, with the bid submission. Failure to submit such data as required and/or at the time designated by the Purchasing Department shall be cause for rejection of that item.
- g. No substitutions or deviations will be permitted following the award of the contract unless "cause and effect" is presented in writing and approved by the Contract Manager. A statement of any credit or extra cost involved will be included with the request.
- h. FCPS shall not be responsible to provide personnel, testing facilities, or other resources necessary to search out substitutions and deviations in bid proposals which are unclear through the nebulous terms such as "comparable", or blanket statements of deviation such as "our standard design, construction, hardware, finishes, etc."
- i. The bidder will, upon request and with no cost to the FCPS, furnish documents, independent laboratory tests reports, and/or similar materials of proof to substantiate that the substitutions and deviations of the items they propose to furnish do not prevent these items from being truly and factually equal to, or exceeding, that which is specified.
- j. The cost of testing a representative sample of an order or shipment for acceptance and compliance with specifications shall be borne by FCPS. If the order or shipment is rejected for failure to meet the requirements of the specifications or purchase description, the cost of testing will be charged to the awarded vendor.

## **8. SAMPLES**

- a. Samples may be requested for testing and evaluation purposes. Failure to submit samples as required at the time designated may be cause for rejection of that item.
- b. All samples must be delivered with all charges prepaid to the designated point of delivery. Samples must be marked as "SAMPLE" and include the name of the bidder, bid name and number, and return instructions, if applicable.
- c. The right is reserved to retain any sample submitted with bids for the purposes of examination and testing. FCPS reserves the right to use all samples in any manner which may best serve the final determination of the successful bidder, even if said examination and testing results in damage to or destruction of the sample.

- d. FCPS retains the right to determine the method of testing to be utilized.
- e. Samples that are not retained by FCPS must be removed within two weeks upon notification. Return shipping must be prepaid by the vendor. Samples not removed within this two-week period shall be retained, or disposed of, at the discretion FCPS, and without compensation to the bidder.

## **9. BID PRICING**

- a. Prices quoted shall not exceed the prices established under any governmental price control regulations.
- b. All prices shall be firm for a period of 90 days from the date of bid opening unless otherwise stated in Section II. FCPS retains the right, with mutual consent of the bidder(s), to utilize the bid pricing and approved price changes for future purchases for as long as the bidder(s) mutually agrees to extend the prices.
- c. FCPS will not accept any proposal with escalator clauses, minimum order requirements or irregular features unless specifically authorized in Section II.
- d. If the contract includes equipment, all prices must be FOB-Destination (inside delivery), unless specifically authorized in Section II.
- e. Charges for express delivery will only be allowed if authorized by FCPS in writing.
- f. The bidder(s) are encouraged to bid only one product per line item that most nearly meets the specifications. If the bidder believes that there is more than one product available, a limit of two offers will be considered for each line item.
- g. If two or more particular brands, models, or makes are listed in the specifications (under Base and Alternate Bids) and the bidder has not indicated in the bid which of the two or more brands, models, etc., is being bid, it shall be understood that FCPS may require the bidder to furnish whichever is preferred by FCPS.
- h. All unit prices on items bid shall be completed on the provided proposal sheet(s). A "NO BID" or "N/A" notation should be completed for each item not being bid. Blank spaces in the proposal sheet will be considered as not being bid.
- i. In case of an error in the extension of prices in the bid, the unit price shall govern.
- j. Unit Prices must be rounded off to no more than two decimal places unless so specified in Section II.
- k. FCPS reserves the right to consider discounts in evaluating a bid with line item pricing requirements. The bidder should calculate all discounts, other than prompt payment, as part of their unit pricing.

## **10. TAXES**

No charge will be allowed for federal excise, state, and/or municipal sales and use taxes, from which the Board of Education of Frederick County is exempt. Pricing will be net and will not include the amount of any such tax. Bidders will be required to pay the tax on all purchases and can recover it only as a part of their bid price. Exemption certificates will be furnished upon request.



## **11. GUARANTEES AND WARRANTIES**

- a. The awarded vendor(s) will guarantee the material and workmanship on all services, equipment, materials, supplies, and labor, furnished by them, for a minimum period of one year from the date of acceptance, unless a longer period of time is specified in Section II.
- b. If, within the guarantee period, any defects or signs of deterioration are noted, the awarded vendor(s), at their expense, shall correct the condition or they shall replace the part or entire unit of work/equipment to the complete satisfaction of FCPS. These repairs, replacements, or adjustments shall be made only at such times as will be designated by FCPS to minimize the disruption to building/school operations.
- c. Should the awarded vendor(s) fail to comply with the terms of this guarantee, FCPS may have such work performed as it deems necessary to fulfill the guarantee, charging the cost to the awarded vendor(s).

## **12. BID OPENING**

- a. Bids shall be opened in public at the time and place designated in the bid solicitation.
- b. Complete evaluation of the proposals will not take place at the bid opening and no indication of award will be made. A final recommendation(s) shall be prepared for review and approval by the Board of Education of Frederick County.
- c. The recommended award will be posted to the FCPS BoardDocs website a minimum of five days prior to the Board of Education meeting in which it will be presented.
- d. Final award recommendation, and the bid tabulation, will be posted on the FCPS webpage, [www.fcps.org/bidlist](http://www.fcps.org/bidlist), after the Board of Education of Frederick County approval.

## **13. ERRORS IN BID SUBMISSIONS**

- a. Bidders, or their authorized representatives, are expected to fully inform themselves as to the conditions and requirements of the specifications before submitting bids. Failure to do so will be at the bidder's own risk.
- b. If the bidder has made an error, the bidder may request, in writing, to have their bid withdrawn. Approval of a bidder's request is not automatic and may be given only by the Purchasing Manager. Requests for withdrawal are usually denied, unless the bidder proves to the satisfaction of the Purchasing Manager that the mistake was either a scrivener's error or another type of clearly unintentional error so departing from customary and reasonable business practices as to be obvious and to legitimately and substantially impair the vendor's business.
- c. Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders. In case of error in multiplication of unit price when arriving at total price per line item, the unit price shall govern. If there is a discrepancy between the price written in numbers and the price written in words, the words will govern.

## **14. AWARDS OR REJECTION OF BIDS**

- a. The basis of award shall be the lowest responsible bidder submitting a responsive bid that conforms to the specifications established in the solicitation with consideration given to the quantities involved, time required for delivery, purpose for which required, competency and responsibility of

bidder, the ability of the bidder to perform satisfactory service, and the plan for utilization of minority contractors, if applicable.

- b. FCPS reserves the right to determine completeness and/or timeliness of bids, to reject any or all bids in whole or in part, to make partial awards, to waive any informality in any quotation, to increase or decrease quantities if quantities are listed in the bid, to reject any bid that shows any omissions, alterations of form, additions not called for, conditions, or alternate proposals, and to make any such award as is deemed to be in its best interest.
- c. Bidders may be required, before the awarding of a contract, to show to the complete satisfaction of FCPS, that they have the necessary facilities, ability and financial resources to execute the contract in a satisfactory manner, and within the time specified. Bidders may be required to demonstrate they have the necessary experience, history and references to assure FCPS of their qualifications.
- d. The Board of Education of Frederick County reserves the right to award the bid within 90 days from the date of the bid opening unless a different time period is stated in the bid document.
- e. Unless stated otherwise in Section II, the contract may be awarded by line item, group, or in the aggregate, whichever is in the best interest of FCPS.
- f. In the event of a tie, where all other factors, such as past performance, are considered comparable, the award shall be made to the Frederick County based bidder; the closest Maryland out-of-county based bidder; and the closest out-of-state based bidder, in that order of preference.
- g. FCPS does not have local, state or federal preference requirements except when mandated by a targeted funding source.
- h. If, after competitive sealed bids have been opened, the Purchasing Manager determines that only one responsible bidder has submitted a responsive bid, the procurement contract may be negotiated with that one bidder as sole source procurement.
- i. A recommendation for the award of a contract will be presented to the Board of Education of Frederick County for approval. Upon approval of the award of contract, the bidder(s) shall be notified of their award(s). If applicable, an FCPS contract document shall also be issued.
- j. The Board of Education of Frederick County reserves the right to reject the bid of a bidder who has, in the opinion of FCPS, failed to properly perform under previous contracts, or, who investigation shows, is not in a position to perform the contract.
- k. The Board of Education of Frederick County retains the right to reject any and all bids, if it is deemed in the best interest of FCPS to do so.
- l. If, during the life of the contract, a product or service does not meet the solicitation terms and conditions, FCPS retains the right to cancel the awarded item(s) and award to a new bidder, as long as that bidder mutually agrees to the award.

## **15. CONTRACT FORMATION**

- a. Notification of the contract award will be made by letter after approval by the Board of Education of Frederick County.
- b. The primary form of contract is the purchase order(s), and any agreed upon schedules, addenda, shop drawings, and documents associated with the bid solicitation/submission/award.

- c. A secondary form of contract, if required, may be noted in Section II of this bid solicitation.
- d. No amendment, modification or change to the contract shall be effective unless such change is in writing and mutually agreed upon by authorized representatives of FCPS and the awarded vendor(s). Changes may not significantly alter the original scope of the agreement.

## **16. PROTESTS**

- a. The Purchasing Manager or designee (when the Purchasing Manager administers the bid being protested) shall attempt to resolve, informally, all protests of bid award recommendations. Bidders are encouraged to present their concerns promptly to the Contract Manager for consideration.
  - i. The bidder must submit their concern, in writing, addressed to the Purchasing Manager. It should include the following:
    - Name, address, contact information of the protestor;
    - Statement of reasons for the protest;
    - Supporting documentation to substantiate the claim;
    - The remedy sought.
  - ii. The protest must be received by the Purchasing Manager at least two calendar days prior to the date of the Board of Education meeting at which the recommendation will be presented. It is the vendor's responsibility to ascertain the date and time of award.
  - iii. A bidder who does not file a timely protest before the contract is awarded by the Board of Education of Frederick County is deemed to have waived any objection.
- b. The Purchasing Manager shall inform the Chief Financial Officer and/or general counsel upon receipt of the protest, and shall confer with them prior to the issuance of a decision regarding disputes of contracts or awards valued at \$25,000 or above.
- c. The Purchasing Manager shall issue a decision in writing.
- d. Should the protestor disapprove of the Purchasing Manager's decision, they have the right to address the Board of Education of Frederick County during the public comment section of the same Board meeting where the award recommendation is scheduled for award.
- e. The Board of Education of Frederick County's decision is deemed the final action at the local level.
- f. A bidder may appeal a decision of the Board directly to the Maryland State Board of Education in accordance with Board Policy 105.11 and Maryland law.

## **17. CONTRACT ASSIGNMENT**

- a. The awarded vendor(s) will not assign or transfer any portion of their interest or obligation under this Agreement to any third party, without the prior written consent of the Contract Manager. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer, elected official of the Board of Education of Frederick County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.

- b. The awarded vendor(s) will, when required, submit to the Contract Manager, in writing, the name of each subcontractor they intend to employ, the portion of the material to be furnished, their place of business, and any such information as may be required in order to know whether such subcontractor is reputable and reliable and able to furnish satisfactorily the material as called for in the specifications.
- c. FCPS reserves the right to approve or disapprove all subcontractors to be employed on a project. FCPS further reserves the right to approve or disapprove a change of subcontractor once an initial subcontractor has been approved. Any increased cost associated with the change of a subcontractor shall be the full obligation and responsibility of the awarded vendor(s).
- d. The awarded vendor(s) will not legally, or equitably, assign any of the funds payable under the contract, or its claim thereto, unless by, and with, the consent of the Contract Manager.
- e. The awarded vendor(s) will have the same provisions inserted in all subcontracts relative to the terms of the general conditions and other contract documents. Nothing contained in this contract shall create any contractual relations between any subcontractor and FCPS.

#### **18. MULTI-YEAR CONTRACT**

- a. Contracts that require funding appropriation for more than one fiscal year automatically terminate if money sufficient for the continued performance is not appropriated for any fiscal year. The date of termination is the last day of the fiscal year for which money was last appropriated, or the date provided in the termination clause of the procurement contract, whichever is earlier.
- b. If the multi-year contract is terminated due to lack of funding, FCPS shall reimburse the vendor for the reasonable value of any nonrecurring costs that were incurred as a result of the multi-year contract, but not amortized in the price of the supplies or services delivered under the multi-year contract. The reasonable value will be negotiated, and mutually agreed upon, by FCPS and the vendor.
- c. The cost of termination may be paid from any appropriation available for that purpose.

#### **19. HOLD HARMLESS**

It is understood that the awarded vendor(s) shall defend and hold harmless the Board of Education of Frederick County, and its representatives, from all suits, actions, or claims of any kind brought about as a result of any injuries or damages sustained by person(s) or property during the performance of this contract.

#### **20. CONTRACT DISPUTES**

- a. Any dispute arising under this contract shall be decided by the Contract Administrator, the Contract Manager and the Purchasing Manager, who will communicate their decision to writing and furnish a copy to the vendor. This decision shall be final and conclusive unless, within 30 days, the vendor furnishes a written appeal addressed to the Board of Education of Frederick County. The local Board of Education has the right to hear appeals as provided by Maryland law.
- b. The Board of Education of Frederick County, or its duly authorized representative, will review the appeal for the determination of such appeal and their finding shall be final and conclusive. In connection with any appeal preceding under this clause, the vendor will be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute, the vendor shall proceed diligently with the performance of the contract and in strict accordance with



the FCPS staff's decision. Exceptions are decisions determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as to imply bad faith, or not supported by evidence.

- c. This clause does not preclude consideration of laws questioned in connection with the decision provided for above.

## **21. TERMINATION FOR DEFAULT**

- a. When an awarded vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of FCPS. FCPS may, by written notice of default to the vendor, terminate the whole or any part of the contract in any of the following circumstances:
  - i. If the vendor fails to perform the services or provide the products within the time and manner specific herein or any extension thereof, or:
  - ii. If the vendor fails to perform any of the provisions of this contract, or fails to make progress as to endanger performance of this contract, in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten calendar days (or longer as authorized by the Purchasing Manager) after receipt of written notice from the Purchasing Manager of such failure, or:
  - iii. If the vendor willfully attempts to perform the services other than specified as to coverage, limits, protections, and quality or otherwise, without specified authorization in the form of contract amendment, or:
  - iv. If a determination is made by FCPS that the obtaining of the contract was influenced by an employee FCPS having received a gratuity, or a promise therefore, in any way or form.
- b. In the event FCPS terminates the contract in whole or in part, FCPS may procure such products and services, in a manner the Purchasing Manager deems appropriate, and the vendor shall be liable to FCPS for any additional cost(s) incurred.
- c. If, after notice of termination of this contract under provisions of this clause, it is determined for any reason that the vendor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience.

## **22. TERMINATION FOR CONVENIENCE**

The contract may be terminated by FCPS in accordance with this clause in whole, or in part, whenever FCPS determines that such a termination is in the best interest of FCPS. Written notice shall be given a minimum of 30 days in advance. FCPS will pay for all services, in accordance with contract pricing, up to the date of the termination. However, the awarded vendor(s) shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Under this contract, the awarded vendor does not have a right to unilateral termination for convenience.

## **23. GOVERNING LAW AND VENUE**

The solicitation shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits shall be filed in the appropriate State Court located in Frederick County, Maryland.

## **24. MULTI-AGENCY PARTICIPATION**

- a. FCPS 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 is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The awarded vendor(s) agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.
- b. By agreeing to extend the contract to other agencies, the vendor(s) reaffirms and warrants his original commitment to FCPS so that afterwards all items and services shall continue to conform to the requirements and conditions of the original agreement for its duration. Agencies who utilize the contract agree to notify FCPS Purchasing Department of any significant experiences, problems or issues which may, or may have the potential to, affect our administration of this contract.
- c. FCPS assumes no obligation on behalf of any other agency and shall be held harmless if either party is damaged due to the agency or vendor's failure to become informed of, or comply with, any provision or pricing under this agreement. All purchase orders and billing will be transacted between the vendor and the public agency.
- d. Each participating jurisdiction or agency shall enter into its own contract with the awarded vendor(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the awarded vendor(s). The Lead Agency does not assume any responsibility other than to obtain pricing for the specifications provided.

## **25. PACKAGING AND DELIVERY REQUIREMENTS**

- a. All materials must be securely packed in accordance with accepted trade practices.
- b. A packing list will be included in each shipment. This list shall contain the following information: Purchase Order Number, Vendor Name, Item Description, Item Number, Quantity and Delivery Location. Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.
- c. All materials, supplies and equipment for FCPS shall be delivered F.O.B Destination. Unless otherwise noted in Section II, all items shall be delivered inside the office, school, or warehouse.
- d. Special delivery and handling instructions will be defined in Section II of each bid.
- e. All school deliveries shall be made during the hours of 9:00 A.M. and 2:00 P.M. local time and only on regular school days, see School Calendar Closings enclosed, except where modified in Section II.
- f. All warehouse deliveries shall be made during the hours of 9:00 A.M. to 2:30 P.M. on all regular scheduled school days, see School Calendar Closings enclosed, except where modified in Section II.
- g. Bulk materials, delivered to the Warehouse, are to be delivered on skids, or pallets, to the Warehouse receiving platform.

- h. No help for unloading will be provided. Suppliers shall notify their delivery personnel accordingly.
- i. The awarded vendor(s) shall be held responsible for and shall be required to make good at their expense, any and all damage done or caused by their employees in the execution of the contract as determined by FCPS.
- j. The vendor will be required to furnish proof of signed delivery in every instance. Delivery receipts indicating only the number and weight of cartons received will not constitute "proof" of delivery in the event of a dispute. FCPS will not accept responsibility for deliveries that have not been signed for by an FCPS employee.

## **26. BILLING AND PAYMENT**

- a. Invoices shall be submitted to: [accounts.payable@FCPS.org](mailto:accounts.payable@FCPS.org) or in duplicate to:

FREDERICK COUNTY PUBLIC SCHOOLS  
Accounts Payable Department  
191 South East Street  
Frederick, MD 21701

- b. Invoices and packing slips must contain the following information:
  - i. Bid Number
  - ii. Purchase Order Number
  - iii. Item Number (if applicable)
  - iv. Quantity (if applicable)
  - v. Brief Description of Item or Work Performed
  - vi. Unit Price Bid/Partial Payment Amount
  - vii. Extended Total for Each Item
  - viii. Grand Total
  - ix. Public School Construction Number (PSC) (if applicable)
- c. Payments will be made by FCPS check, single use credit account or credit card. Credit card statements with level three data are preferred. Bidders are prohibited from charging additional costs or fees from their bid price to process such orders.
- d. Partial payments may be made. When partial payments are requested, and approved, the invoice or requisition for payment should be sent to the Accounts Payable Department for payment. Invoices for partial payments should show only the work performed and/or materials/equipment supplied and on site.
- e. An amount of 10% from each application for payment may be withheld until final acceptance of the product(s)/service(s) by FCPS. This amount may cover possible unsatisfactory performance or other damages.

## **27. COMPLIANCE WITH SPECIFICATIONS**

- a. The awarded vendor(s) will abide by, and comply with, the true intent of the specifications and not take advantage of any unintentional error or omission, but will fully complete every part as to the true intent and meaning of the specifications and drawings.
- b. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the

requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

- c. Where the requirements of the specifications call for a higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.
- d. In the case of any apparent conflict between the specifications and such laws, ordinances, etc., the awarded vendor(s) will contact the Contract Administrator and the Contract Manager for a decision before proceeding with any work.

## **28. LIQUIDATED DAMAGES**

- a. A date for delivery and/or installation/assembly shall be stated in the specifications. Requests for extension of completion time due to strikes, lack of materials, or any other causes over which the awarded vendor(s) has no control must be submitted, in writing, with supporting documentation, to the Contract Manager. Requests must occur immediately upon occurrence of conditions for a time extension to be granted. Extensions are not guaranteed.
- b. If the awarded vendor(s) fails to provide the services, equipment, or other items required within the prescribed time limits, the Contract Manager may elect to obtain services, equipment, or other items necessary from an alternate source.
- c. The awarded vendor(s) will pay any additional cost(s) incurred by FCPS for obtaining replacement services, equipment, and other necessary items.
- d. FCPS shall have the unilateral right of alternate source selection to perform the work when the awarded vendor(s) does not perform the required work.
- e. In addition to, or in lieu of, paying for any incurred replacement costs(s), the awarded vendor(s) may pay liquidated damages, in the amount of \$150 per day, for any delay or failure in performance, as well as any related damages sustained by FCPS.
- f. The assessment of liquidated damages by FCPS against the awarded vendor(s) does not supersede or affect the right of FCPS to impose other remedies that may be available.

## **29. SAFETY REQUIREMENTS**

- a. When applicable, all machinery/equipment must meet OSHA-MOSHA requirements as to the safety of the operation of the equipment. All required safety devices shall be included in the price(s) bid.
- b. When applicable, kitchen equipment and supplies must meet Maryland State Health Department, National Sanitation Foundation (NSF) and Frederick County Health Department requirements.
- c. All construction activities must be conducted in strict compliance with OSHA/MOSHA requirements.
- d. Equipment offered which fails to comply with any applicable section of the National Electrical Code, or is not U.L. Listed (where U.L. Listings have been established for that type of device) shall be rejected.
- e. The awarded vendor(s) shall submit Safety Data Sheets (SDS) for all items awarded to that vendor provided under the terms of this proposal, if applicable.



- f. The awarded vendor(s) and subcontractor(s) are required to comply with all provisions of the Access to Information about Hazardous and Toxic Substances Act, a part of the Maryland Occupational Safety and Health Law.
- g. The awarded vendor(s) is responsible to report to FCPS any asbestos material or suspected material found or uncovered that is not part of the scope of the project. In addition, they may not introduce new asbestos or asbestos bearing materials into the site.
- h. It is the responsibility of the awarded vendor(s) to comply with all Municipal, State, and Federal EPA regulations and laws when handling or disposing of asbestos materials.
- i. If the awarded vendor(s) intentionally endangers or jeopardizes the health of any building/school occupant(s) through mishandling of hazardous material, the vendor(s) will be held liable for such action.

### **30. LAWS AND REGULATIONS**

- a. The vendor will comply with all Federal, State, and local laws, ordinances and regulations pertaining to work under their charge. If the vendor performs any work which it knows or should know to be contrary to such laws, ordinance, and regulations and without such notices to FCPS they shall bear all costs arising therefrom.
- b. All vendors and subcontractors must abide by the Board of Education of Frederick County policies and FCPS regulations while working on school property.
- c. The vendor certifies that their firm adheres to or follows non-discriminatory practices with respect to the employment and promotion of personnel without regard to color, creed, race, sex, or national origin.

### **31. PATENTS**

The vendor will defend all suites or claims for infringement of any patent rights and will save the Board of Education of Frederick County harmless from loss.

### **32. TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS**

All FCPS technology based instructional products (instructional software, online resources, and computer based equipment) must be consistent with the federal Rehabilitation Act, Maryland Subpart B Technical Standards, Section 508, for accessibility by students with disabilities unless doing so would fundamentally alter the nature of the instructional activity or result in undue financial and administrative burdens. Requests for bids, proposals, procurement contracts, and grants will follow established procedures for evaluating compliance to accessibility standards in all purchase decisions.

### **33. EMPLOYMENT OF CHILD SEX OFFENDERS AND PERSONS WITH UNCONTROLLED ACCESS TO STUDENTS**

- a. Be advised that individuals who are registered sex offenders are not eligible to work on any FCPS' project. The awarded vendor(s) must initially check the Maryland Department of Public Safety & Correctional Services' Maryland Sex Offender Registry and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well. For projects lasting more than a few months, the vendor will periodically re-check the names of workers against the registry to ensure ongoing compliance. In the event that a registered sex offender is discovered to be working on a FCPS project, whether through employment by the

vendor, subcontractor or equipment or material supplier, FCPS will notify the site superintendent to immediately remove the individual from the premises and permanently terminate his work assignment. FCPS may terminate this contract at no additional costs, as a result if the vendor is unable to demonstrate they have exercised care and diligence in the past in checking the Maryland registry.

- b. Contracted service providers who have regular, direct and unsupervised access to children cannot begin service without undergoing the same process as new employees per FCPS Regulation 300-33. If required, an awarded vendor(s) is responsible for payment of the full cost of the criminal background check. Additional information regarding this requirement will be found in Section II.
- c. The awarded vendor(s), or subcontractor(s), may not knowingly assign an employee to work on FCPS school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of a crime identified as a crime of violence.
- d. The awarded vendor(s) will not assign employees who has been convicted of an offense under § 3-307 or § 3-308 of the Criminal Law Article or an offense under the laws of another state that would constitute a violation of § 3-307 or § 3-308 of the Criminal Law Article if committed in the state.
- e. An awarded vendor will not assign employee who has been convicted of a crime of violence as defined in § 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14-101 of the Criminal Law Article if committed in this state.

#### **34. DRUG, ALCOHOL, AND TOBACCO-FREE WORKPLACE**

- a. All awarded vendors and subcontractors must abide by Board Policy 112 while working on any FCPS property at all times.
- b. The Board of Education of Frederick County endorses the provisions of Public Law 100-690, Title V, Subtitle D (Drug-Free Workplace Act of 1988) and Public Law 101-226 (The Drug-Free Schools and Communities Act of 1989) and regulations promulgated there under and establishes a drug-free and alcohol-free workplace and school system.
- c. Maryland State Law (COMAR 13A.02.04) provides that each local school system is required to maintain a tobacco-free school environment.

#### **35. WEAPON POSSESSION ON SCHOOL PROPERTY**

- a. The criminal code of Maryland makes it illegal to possess a weapon on school property.
- b. No person shall carry or possess any rifle, gun, knife, or deadly weapon of any kind on FCPS property.
- c. Any awarded vendor(s) whose employees violate this clause may be subject to the termination of the contact for cause.

#### **36. FOREIGN LANGUAGE TRANSLATOR REQUIREMENT**

- a. An awarded vendor(s) that assigns employees to an FCPS project that do not speak English must have an on-site, full time interpreter.
- b. Failure of an awarded vendor(s) to have an on-site, full time interpreter that is fluent in speaking and understanding an employee's native language for those employees that do not speak English is

reason for immediate termination of the contract for cause.

### **37. ILLEGAL IMMIGRANT LABOR**

The use of illegal immigrant labor to fulfill contracts solicited by FCPS is in violation of the law and is strictly prohibited. Awarded vendor(s) and subcontractors must verify employment eligibility of workers in order to assure that they are not violating federal/state/local laws regarding illegal immigration. A compliance audit may be conducted.

### **38. STUDENT/STAFF CONFIDENTIALITY**

Under no circumstances may any vendor/contractor/provider/consultant release, disclose, sell or otherwise use names, addresses, or any other information related to students, or staff, of FCPS and may only use this information for purposes required under any contract/agreement or memorandum of understanding.

### **39. PUBLIC INFORMATION ACT NOTICE**

- a. Bidders should identify those portions of their solicitation, which they deem to be confidential, or to contain proprietary commercial information or trade secrets. Bidders should provide justification why such material, upon request, should not be disclosed by FCPS under the Public Information Act, Title 4, General Provisions Article, Annotated Code of Maryland.
- b. Unless portions of a solicitation are identified as confidential, all records are considered public. A person or governmental unit that wishes to inspect a public record, or receive copies of a public record, shall submit a written or electronic request and direct it to the Office of Legal Services per FCPS Regulation 200-42.

### **40. FORCE MAJEURE**

Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, terrorism, or other similar occurrences. If either party is delayed by Force Majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. FCPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. FCPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of Force Majeure, and the vendor shall have no recourse against FCPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure as defined herein.

### **41. ETHICS POLICY**

- a. The Board of Education of Frederick County has an Ethics Policy, which covers conflict of interest, financial disclosure and lobbying. All bidders are expected to comply with any and all Ethics Policies that may apply to them individually or as a business entity.
- b. All bidders should carefully review Board Policy 109, Ethics, which prohibits FCPS employees from benefiting from business with the school system.

#### **42. NON-COLLUSION**

- a. Bidder represents and certifies that prices for these services have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition or any matter related to such prices with any competitor or other bidder. Prices quoted in this bid have not been knowingly disclosed directly or indirectly to any competitor or other vendor prior to the opening of this bid.
- b. Bidder represents and certifies that it has not employed or retained any other company or person (other than a full-time bona fide employee working exclusively for the bidder) with the primary intent to solicit or secure the contract.

#### **43. CONFLICT OF INTEREST**

The bidder will advise FCPS in writing as soon as possible, but not later than the date of award of the contract, of any known relationships with a third party, or FCPS employee or representative, which would present a significant advantage to one bidder over another bidder or present a conflict of interest with the rendering of products and services under this agreement.

#### **44. EMARYLANDMARKETPLACE REGISTRATION**

Contractors are required to register with [www.eMarylandMarketplace.org](http://www.eMarylandMarketplace.org) within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace. This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities through Maryland.

**FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)**  
**SPECIFIC TERMS AND CONDITIONS**  
**SECTION II**

**1. SCOPE**

Frederick County Public Schools invites qualified school bus/motor coach contractors with certified personnel and equipment to provide safe, reliable and efficient transportation services to students for educational and extracurricular programs.

**2. CONTRACT PERIOD**

The contract period shall be effective from the date of award through May 31, 2019. FCPS retains the right and option to renew this contract for two (2) two-year periods, at the discretion of the Board of Education. Upon submission of proposal, the contractor consents to the possibility of contract renewal as a condition of award.

**3. PRICING**

- a. All prices shall remain firm through the initial contract period.
- b. FCPS expects all vendors to provide year over year cost reductions recommendations.
- c. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.
- d. Price adjustments from the contractor/producer/processor/manufacture for any/all items may be considered at renewal. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least 60 days prior to the renewal term and shall be accompanied by supporting documentation.
- e. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to FCPS.

**4. BIDS FOR ALL OR PART**

A bidder may restrict their bid to be considered in the aggregate by so stating, but must submit a unit price on each item bid. Failure to provide unit prices may result in the bid being considered non-responsive.

**5. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE**

FCPS requires insurance certificates evidencing the compliance of insurance requirements at least ten (10) calendar days after receipt of the Notice of Award. The vendor will not commence work until a notice to proceed letter, or purchase order, is issued, nor will the vendor allow any subcontractor to commence work on their subcontract until the insurance required of the subcontractor has been obtained and approved.

a. Worker's Compensation

The vendor will procure and maintain, during the life of the contract, Worker's Compensation Insurance, as required by applicable State laws. In the case of sublet work, the vendor will require

the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the vendor's Worker's Compensation Insurance.

b. Employers' Liability Insurance

The vendor will procure and maintain, during the life of the contract, Employers' Liability Insurance in the following amounts:

E.L. Each Accident	\$100,000.00
E.L. Disease - Each Employee	\$100,000.00
E.L. Disease - Policy Limit	\$500,000.00 each employee

The vendor will require any subcontractor to procure and maintain Employer's Liability Insurance during the life of the contract. It will be the responsibility of the vendor to ensure that all subcontractors comply with this provision, and the vendor will indemnify, and hold harmless, the Board of Education of Frederick County for the failure of the vendor, or any subcontractor, to comply with these provisions.

c. Commercial General Liability Insurance

The vendor will procure and maintain, during the life of the contract, Commercial General Liability Insurance including premises and operations, completed operations and products, on a per occurrence basis, with at least the following limits:

General Aggregate	\$2,000,000 per project
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000 each occurrence
Each Occurrence	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000 any one person

The "X, C, U" Coverage for explosion, collapse, and underground property damage shall not be excluded from the policy.

Completed operations liability coverage shall be in force for one year after completion of work.

d. Scope of Insurance and Special Hazards

The insurance required in C. and E. will provide adequate protection for the vendor and subcontractors, respectively, against damage claims which may arise from operations under the contract, whether such operations be by the insured or by anyone directly or indirectly employed by them and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in C. above. Insurance coverage required under C. above shall specifically include property damage caused by conditions otherwise subject to exclusions "X, C, U" (Explosion, Collapse or Underground Damage) as defined by the National Bureau of Casualty Underwriters. Exceptions: contracts that do not require excavation or underground work are not required to have the above "X, C, U" coverage.

e. Comprehensive Automobile Liability

The vendor shall maintain Comprehensive Automobile Liability Insurance including all automotive equipment owned, non-owned and hired, operated, rented, or leased. Minimum limits of Automobile Liability Insurance shall be:

Combined Single Limit Bodily Injury and Property Damage Liability	\$5,000,000
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f. Subcontractor's Insurance

The vendor will either:

- i. Require each of their subcontractors to procure and maintain, during the life of the subcontracts, Liability Insurance of the type and in the same amounts as specified above; or
- ii. Insure the activities of the subcontractors in their own policies. It will be the responsibility of the vendor to insure that all subcontractors comply with this provision, and the vendor will indemnify and hold harmless the Board of Education of Frederick County for the failure of the vendor, or any subcontractor, to comply with these provisions.

g. Proof of Carriage of Insurance

The vendor will furnish FCPS with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates also shall contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after thirty days written notice has been received by FCPS."

i. Additional Insured

The Owner, Board of Education of Frederick County, the Frederick County Council, and other entities stipulated by the Owner, shall be named as additional insured on all vendor's policies, other than Worker's Compensation Insurance policy. The vendor's insurance will be primary and non-contributory to any insurance carried by the Board of Education of Frederick County or other entity. Waiver of subrogation applies to above policies in favor of the certificate holder. Insurance providers must have an AM Best Company rating of at least A-/VIII.

**6. SUBCONTRACTORS**

- a. The successful contractor shall not assign the contract or any part of it without the written consent of the Director of Transportation or their designee. This does not prohibit the contractor from using another approved FCPS contractor to provide transportation in the event of an emergency.
- b. The contractor shall provide notice of the use of a substitute contractor to the Director of Transportation or their designee on the day it occurs for substitutions of one (1) day or less. Any contractor substitutions beyond one (1) day shall require advance written approval by the Director of Transportation or their designee.
- c. If a subcontractor is approved by the Director of Transportation or their designee, 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.
- d. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and the Board.
- e. In the event that a lift bus is required the awarded contractor may subcontract a lift bus from an approved FCPS contractor.

**7. OPEN ENROLLMENT APPLICABLE FOR ADDITIONAL BUS/MOTORCOACH CONTRACTORS**

- a. Annually, during the open enrollment period of September 1 through September 30, and January 1 through January 31, the purchasing department will accept letters technical and cost proposals from additional contractors to become qualified under this solicitation. Any requests received outside the months of September and January will not be considered and must be resubmitted during



the next open enrollment period.

- b. Interested contractors will be expected to submit a technical and cost proposal in accordance with the same requirements stated in these documents.
- c. Contractors will be notified in writing of their qualification status no later than 45 days from receipt of their proposals and will be considered approved as of that notification date.

#### **8. SCHOOL BUS QUALIFICATIONS**

- a. All contractor owned school buses provided for transportation services will comply with all USDOT, Maryland Motor Vehicle Administration (MVA), COMAR, and FCPS requirements.
- b. Contractor shall maintain all buses in a clean, safe and acceptable condition. FCPS reserves the right to make periodic inspections of buses.
- c. Buses provided by the contractor shall be less than 10 years old. Proof of age must be provided.
- d. Buses shall be equipped with two-way radios, cellular telephones, or like equipment that will enable communication between FCPS and the vehicle driver and/or the company's home base. Buses must be kept locked at all times to protect personal property if unoccupied by bus driver.
- e. Buses must be kept locked at all times to protect personal property if unoccupied by bus driver.

#### **9. MOTOR COACH QUALIFICATIONS**

- a. All motor coaches provided by the contractor for transportation services will comply with all USDOT, Maryland Motor Vehicle Administration (MVA), COMAR, and FCPS requirements.
- b. Contractor shall maintain all buses in a clean, safe and acceptable condition. FCPS reserves the right to make periodic inspections of buses.
- c. Buses must be designated as and operated as non-smoking buses.
- d. Buses shall be equipped with two-way radios, cellular telephones, or like equipment that will enable communication between FCPS and the vehicle driver and/or the company's home base.
- e. Buses shall have overhead storage space and standard cargo/luggage compartments under the bus.
- f. Buses must be equipped with a GPS Tracking System.
- g. Buses shall be equipped with operable equipment and amenities, including reclining seats, heating, air conditioning, public address system, TV monitor and/or electronic video players with viewable screens from each seat, WIFI capabilities and must be in excellent working condition.
- h. Bus lavatory facilities must be completely functioning and clean.
- i. Buses provided by the contractor shall be less than 10 years old. Proof of age must be provided when requested.
- j. Buses must be kept locked at all times to protect personal property if unoccupied by bus driver.

#### **10. SCHOOL BUS/MOTOR COACH DRIVER QUALIFICATIONS**

- a. Drivers will meet the licensing requirements of the following:
  1. Maryland State Department of Transportation (Motor Vehicle Administration)
  2. Maryland State Board of Education (Title 13A, Subtitle 06, Chapter 07 Student Transportation)
  3. United States Department of Transportation (Federal Motor Carrier Safety – Interstate Motorcoach)
- b. Driver qualifications include, but are not limited to, the following:
  1. Be at least 21 years of age
  2. Possess a current commercial driver’s license with a passenger and school bus endorsement
  3. Have not more than two current point on the individual’s driving record
  4. Complete preservice classroom instruction (minimum of 6 hours) that includes first aid, railroad grade crossing safety, and bridge crossing safety. Preservice instruction shall also include behind-the-wheel instruction (minimum of 9 hours)
  5. Have no evidence of a criminal history which would be a disqualifying conditions. Disqualifying conditions can be found in Maryland State Board of Education Title 13A, Subtitle 06, and Chapter 07.07.
  6. Possess a valid medical examiner’s certificate
  7. Receive a negative controlled substances test result
- c. Bus drivers shall observe the highest possible standards of safe driving and take every precaution in insure the safety of passengers at all times and strictly comply with the rules of the road and all provisions of the Maryland Motor Vehicle Administration.
- d. The use of drugs, alcohol and tobacco by a person while driving a bus or during a reasonable period before driving is absolutely prohibited. Any violation may be cause for termination of the contract.
- e. All drivers must abide by all policies and procedures established by Frederick County Public Schools.
- f. Accommodations and meals for the driver are the responsibility of the vendor.

## **11. CONTRACT COMPLIANCE**

- a. Vendor must provide their Federal Motor Carrier (MC) number that represents the interstate operating authority issued by the Federal Motor Carrier Safety Administration (FMCSA)
- b. Vendor must provide their U.S. Department of Transportation (DOT) number.
- c. Vendor must have a driver drug/alcohol testing program that complies with FMCSA regulations
- d. Vendor must comply with the FMCSA driving limitations as established by Federal regulations
  - No interstate motor coach driver can drive:
    - More than 10 hours following 8 consecutive hours off duty
    - For any period after having been on duty 15 hours following 8 consecutive hours off duty
  - No interstate motor coach driver can drive for any period after such driver has been on duty:
    - 60 hours in any 7 consecutive days if the driver’s employer does not operate every day of the week; or
    - 70 hours in any 8 consecutive days if the driver’s employer operates every day of the week.

If a motor coach driver works more than one job of any kind, that time must also be included as on-duty time.

- e. Vendor must provide accessible bus/motor coach service to passengers with disabilities when provided with 48-hour advance notice of the need for accessible service. With the 48-hour notice, the vendor must provide accessible service to include a bus/motor coach equipped with a wheelchair lift when required for passengers who are unable to board the bus/motor coach without the use of a wheelchair. The bus/motor coach must also be equipped with a specified location and equipment for securing the wheelchair
- f. Vendor must comply with the FMCSA regulations on periodic safety inspections of all motor coaches in their fleet.
- g. Vendor must systematically inspect, repair and maintain all buses subject to their control per the FMCSA and any applicable state regulations.
- h. In the event of a roadside emergency, such as an accident or breakdown, the Contractor shall have immediate access to a substitute bus and/or substitute driver. The substitute bus/driver must meet the same criteria as originally required in bid solicitation.
- i. Vans **shall not** be used for transporting any students.

## **12. BOOKING/ORDERING PROCESS**

- a. Schools and/or Departments will request a reservation/cost proposal from a qualified contractor.
- b. The contractor shall provide requested cost proposal within 3 days (72 hours.)
- c. There shall be no minimum fees or surcharges of any kind allowed.
- d. To maintain qualification status, a contractor shall respond to every request for quote. If a contractor is unable to provide a quote, they must submit a “no quote” response and include a reason. A qualified contractor that does not respond to requests for quotes on more than two occasions may be subject to qualification termination or non-renewal.
- e. It is the contractor’s responsibility to obtain a purchase order prior to the trip.
- f. A purchase order shall be issued for each trip in order for the contractor to be paid. FCPS **will not** prepay for any trips or pay any deposits for the trips
- g. Schools and/or Department may cancel bus/motor coach trips at no charge or penalty if the vendor is notified 48 hours in advance of the trip.
- h. Contractor shall arrive and depart from designated pick-up location specified by FCPS.
- i. The contractor, at the beginning of the trip, shall provide to the trip coordinator the bus driver’s cell phone number, as well as, an additional 24-hour emergency contact phone number.
- j. The bus must remain with the group, if requested, otherwise it will be stated that a drop off and pick up from the venue is required at specific times.
- k. The trip itinerary and pick-up and drop off times will be trip specific.

## **11. PREPARATION OF PROPOSAL**

1. Due to possible changes and/or additions to the solicitation package, FCPS requests that bidders delay submission of their bid package until after the date that questions are due to allow time for the possible issuance of an addendum. All changes will be processed through appropriate addenda.
2. Separate “TECHNICAL” and “COST” proposal envelopes shall be submitted together in one outer envelope labeled with the agency’s name and return address, bid name and number, and due date and time written on the front.
3. Technical Proposal:
  1. Submit one original and two written copies of the Technical Proposal in a sealed envelope properly labeled on the outside with the bidder’s name and “TECHNICAL PROPOSAL”.
  2. The Technical Proposal shall include:
    - “Statutory Affidavit and Non-Collusion Certification” form completed and signed
    - “Certification of Compliance” form completed and signed.
    - Form of Proposal Part 1—Questionnaire
    - Supporting documents requested in the Questionnaire
  3. All parts of the Technical Proposal are to be completed. Points will be deducted for incomplete or missing responses, or responses that do not follow the format of the questionnaires. Extraneous marketing materials or irrelevant information is not to be submitted.
  4. 70 points will be assigned for the technical proposal and will be assigned as follows:
    - Business Structure - 5
    - Experience and Capabilities— 35
    - Licensing and Insurance--10
    - Financial – 5
    - References – 15
4. Cost Proposal:
  - a. Only one copy of the Cost Proposal is required, and is to be submitted in a sealed envelope that is properly labeled on the outside with the bidder’s name and “COST PROPOSAL”.
  - b. The Cost Proposal shall include:
    - Representations/Signature Page as a cover page, completed and signed.
    - Form of Proposal Part 2—Pricing
  - c. No separate costs for travel, mileage, overhead or miscellaneous are acceptable. All costs are to be included in the hourly rates on the Form of Proposal Part 2.
  - d. Cost proposals will be evaluated based on the bidders’ hourly rates. A total of 30 points will be awarded on a weighted basis with the maximum points given for the lowest overall calculated costs.

## **12. EVALUATION CRITERIA AND AWARD**

- a. A committee of FCPS staff will independently review and evaluate each technical proposal.
- b. In addition, an interview may be required to obtain more information prior to recommendation for award.
- c. Final ranking will be made on the basis of the criteria and rubric listed above.
- d. FCPS retains the right to qualify as many providers as deemed necessary based on final point ranking.



**CONTRACTOR'S QUESTIONNAIRE  
RFP #16T5, CONTRACTED BUS SERVICES**

**COMPANY PROFILE:**

Company Name: \_\_\_\_\_ DBA: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Website Address: \_\_\_\_\_

Name and Telephone Number of Owner/President/CEO:

\_\_\_\_\_

Other Contacts (Name, Title & Telephone Number):

\_\_\_\_\_

\_\_\_\_\_

Has your company ever operated under another name? If yes, list the previous name(s).

Is or has your company ever been debarred from any federal/state/city/county governments or any school districts? If yes, please list.

**EXPERIENCE AND CAPABILITIES:**

1. Describe in some detail your company's overall qualifications and capacity to provide the services requested in this solicitation.
2. Does your company have experience with providing charter bus services to schools, colleges and universities? If so, please list.
3. List how many employees you currently have on payroll, whether they are part-time or full-time, and how long they have been employed by your company.
4. List how many school buses or motor coach buses that your company currently has in operation. This list shall include the age, seating capacity, and all amenities (Wi-Fi, reclining seats, TV monitor and electronic video players with viewable screens from each seat, electric/power to individual seats, restroom facilities) of each bus.
5. Describe your company's fleet inventory plan – will your company be expanding its inventory or downsizing inventory over the term of the contract.
6. Describe your accommodations for physically challenged students.
7. Describe your company's hiring process for drivers including recruiting screening and training.
8. Describe in some detail your company's process for maintaining driver files (including drug tests), driver logs, and vehicle maintenance logs.
9. Describe your company's driver drug/alcohol testing program that complies with FMCSA regulations.
10. Describe your company's process for handling roadside emergency situations (breakdowns).

11. Describe your company's process for providing quotes and booking trips.
12. Describe your company's reservation and cancellation policy.
13. Please include a contact name for scheduling, including name, title, cell and email numbers.
14. Acknowledge that your company, including your employees, will abide by all policies and procedures established by Frederick County Public Schools.

**LICENSING AND INSURANCE:**

1. Provide proof of registration as a Maryland Business.
2. Provide proof of Federal Motor carrier (MC) number that represents the interstate operating authority issued by the Federal Motor Carrier Safety Administration (FMCSA)
3. Provide proof of U.S. Department of Transportation (DOT) number.
4. Provide a certificate of insurance in the types and amounts listed in this solicitation.

**FINANCIAL:**

1. Provide the value of current total assets of company: \_\_\_\_\_.
2. Provide the value of current and total liabilities of company (The debt to equity ratio of assets to liabilities helps determine financial stability): \_\_\_\_\_.
3. Provide the total contract value of work accomplished by your company in each of the last three years:

\$ _____	_____	\$ _____	_____	\$ _____	_____
Value	Date	Value	Date	Value	Date

**Note: Recently audited (or best available) financial statements can be substituted in place of the three items listed above.**

4. List past or pending law suits or legal actions including year, reason for litigation and final disposition. If none, state "not applicable".
5. List the value of any judgments or liens outstanding against your company.
6. Has your company ever filed for bankruptcy? If yes, please explain.

**REFERENCES:**

Submit five references for services provided within the last three years and preferably for institutions or non-profits within Frederick, Howard, Carroll, Montgomery or Washington Counties. All references as noted above will be checked and will be held in the strictest of confidence. FCPS reserves the right to verify all information and to check any other sources available even if not provided as a reference by the Proposer.

#1 Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

#2 Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Name of Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

#3 Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Name of Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

#4 Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Name of Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

#5 Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Name of Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_



## EQUIPMENT INVENTORY LIST

## EQUIPMENT ON HAND AVAILABLE FOR USE AT THE PRESENT TIME

[illegible]

## EQUIPMENT TO BE PURCHASED AND AVAILABLE FOR USE ON July 1, 2016

[illegible]

**FORM OF PROPOSAL  
RFP 16T5, CONTRACTED BUS SERVICES**

**SCHOOL BUS(ES)**

Cost per Hour \$ \_\_\_\_\_

Rate per Hour (Used to determine price adjustments): \$ \_\_\_\_\_

Rate per Mile (Used to determine price adjustments): \$ \_\_\_\_\_

Cancellation Charges  
(If cancellation occurs within 48 hours of scheduled trip) \$ \_\_\_\_\_

**Motorcoach Bus(es)**

Cost per Hour \$ \_\_\_\_\_

Rate per Hour (Used to determine price adjustments): \$ \_\_\_\_\_

Rate per Mile (Used to determine price adjustments): \$ \_\_\_\_\_

Cancellation Charges  
(If cancellation occurs within 48 hours of scheduled trip) \$ \_\_\_\_\_

Federal Motor Carrier (MC) number #: \_\_\_\_\_

US DOT #: \_\_\_\_\_

**Quoting/Scheduling Contact Information:**

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

**RFP 16T5, CONTRACTED BUS SERVICES**  
**SIGNATURE ACKNOWLEDGING COST PROPOSAL**

**Note: When submitting your bid/proposal, please use this page as a cover sheet for your cost proposal.**

In compliance with your invitation for bidders, the undersigned proposes to furnish and deliver all labor and materials in accordance with the accompanying specifications and "Instructions and General Conditions" for the price as listed on the enclosed Proposal Sheet(s).

I/We certify that this bid/proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation submitting a bid/proposal for the same goods/services and is, in all respects fair and without collusion or fraud; that none of this company's officers, directors, partners or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of Frederick County, Administrative or Supervisory Personnel or other employees of the Frederick County Public Schools, has any interest in the bidding company except as follows:

COMPANY: \_\_\_\_\_

dba: \_\_\_\_\_

REGISTERED MARYLAND CONTRACTOR NUMBER: \_\_\_\_\_

FEDERAL IDENTIFICATION: \_\_\_\_\_ DATE: \_\_\_\_\_

The undersigned has familiarized themselves with the conditions affecting the work, the specifications, and is legally authorized to make this proposal on behalf of the Contractor listed above.

NAME (please print): \_\_\_\_\_

SIGNATURE OF ABOVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

E-MAIL ADDRESS (for correspondence): \_\_\_\_\_

E-MAIL ADDRESS (for receiving Purchase Orders): \_\_\_\_\_

**(DO NOT COMPLETE THIS AREA IF YOUR COMPANY IS UNABLE TO RECEIVE  
PURCHASE ORDERS ELECTRONICALLY)**

**ACKNOWLEDGMENT OF ADDENDA (if applicable)**

The above-signed company/firm acknowledges the receipt of the following addenda for the above-referenced solicitation.

Date Received by Proposer/Bidder:

Addendum #1	_____	Addendum #2	_____
Addendum #3	_____	Addendum #4	_____
Addendum #5	_____	Addendum #6	_____
Addendum #7	_____	Addendum #8	_____

RFP 16T5, CONTRACTED BUS SERVICES  
FREDERICK COUNTY PUBLIC SCHOOLS  
STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION

Special Instructions: An authorized representative of the bidder needs to complete the following affidavit and insert an answer to paragraphs 1 and 3.

BIDDERS: The submission of the following Affidavit at the time of the bid opening is:

☒ requested to be completed but not required to be notarized.

☐ required to be completed and notarized.

I, \_\_\_\_\_, being duly sworn, depose and state:

1. I am the \_\_\_\_\_ (officer) and duly authorized representative of the firm of the organization named \_\_\_\_\_ whose address is \_\_\_\_\_ (Name of Corporation) \_\_\_\_\_ and that I possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.
2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:
  - a. been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;
  - b. been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
  - c. been convicted of criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;
  - d. been convicted of a violation of the Racketeer influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;
  - e. been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance & Procurement Article;
  - f. been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
  - g. been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.
3. The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to involvement in any of the conduct described in Paragraph 2 above is as follows:

If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body, the individuals involved, their position with the firm, and the sentence or disposition of the charge.

(you may attach an explanation if necessary)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.
5. I affirm that this proposal or bid to the Board of Education of Frederick County is genuine and not collusive or a 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 if any bidder, or to secure an advantage against the Board of Education of Frederick County or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Frederick County may terminate any contract awarded and take any other appropriate action.

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the contents of this affidavit are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and in compliance with requirements of the Board of Education of Frederick County, and that I am executing and submitting this Proposal on behalf of and as authorized by the bidder named below.

(Legal Name of Company)

(dba)

(Address)

(City)

(State)

(Zip)

(Telephone)

(Fax)

(Print Name)

(Title)

(Date)

(Signature)

(Title)

(Date)

We are/I am licensed to do business in the State of Maryland as a:

( ) Corporation

( ) Partnership

( ) Individual

( ) Other

If required to be notarized:

(Witness)

(Title)

SUBSCRIBED AND SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE**  
**RFP 16T5, CONTRACTED BUS SERVICES**

1. All Contractors, subcontractors or vendors must abide by FCPS Board policies and regulations while working on FCPS property.
2. Maryland Law requires that any person who enters into a contract with a county board of education may not knowingly employ an individual to work at a schools (or FCPS facility) if the individual is a registered sex offender. Please reference §11-113 of the Criminal Procedure Article of Maryland Code for penalty.
3. Be advised that individuals who are registered sex offenders are not eligible to work on any FCPS project. The Contractor must initially check the Maryland Department of Public Safety & Correctional Services' MARYLAND SEX OFFENDER REGISTRY and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well.
4. In the event that a registered sex offender is discovered to be working on a FCPS project, whether through employment by the prime Contractor, subcontractor or vendor, the site superintendent will immediately remove the individual from the premises and permanently terminate his work assignment. FCPS may terminate this contract as a result if the Contractor is unable to demonstrate he has exercised care and diligence in the past in checking the Maryland registry.
5. Effective July 1, 2015, amendments to §6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor or vendor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:
  - a. A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code.
  - b. Child sexual abuse under §3-602 of the Criminal Law Article of the Maryland Code or any other State; or
  - c. A crime of violence as defined in §14-101 of the Criminal Law Article of the Maryland Code or any other State
6. Under recent amendments to §5-561 of the Family Law Article of the Maryland Code, each contractor, subcontractor or vendor shall certify by signing this affidavit that any individuals in its work-force including sub-contractors, have undergone a criminal background check, including fingerprinting, if the individuals will work in a FCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children.

By my signature below, I affirm under penalties of perjury that the contents of this Certification of Compliance are true to the best of my knowledge, information and belief.

Signature\_\_\_\_\_Date\_\_\_\_\_

Print name and title of signatory\_\_\_\_\_

Print name of company\_\_\_\_\_