

**HARFORD COUNTY PUBLIC SCHOOLS
102 South Hickory Avenue
Bel Air, Maryland 21014**

REQUEST FOR QUALIFICATION

RFQu TITLE: **On-Call Student Transportation Services**

RFQu NUMBER: **19-JH-014**

RFQu DUE DATE AND TIME: **February 1, 2019, 2:30 pm local time**

SUBMITTAL MAILING ADDRESS: Purchasing Office
Harford County Public Schools
Administration Building, 3rd Floor
Attn: Jennifer Horner
102 South Hickory Avenue
Bel Air, Maryland 21014

PURCHASING AGENT: Jennifer Horner, CPPB
410-809-6044
Jennifer.Horner@hcps.org

QUESTIONS DUE DATE AND TIME: Questions must be emailed to Jennifer.Horner@hcps.org no later than 2:30 pm on January 22, 2019.

ADDENDUM ISSUED: No later than January 25, 2019.

PRE-PROPOSAL CONFERENCE: January 15, 2019, 10:00 am local time
Harford County Public Schools
Administration Building, 3rd Floor - Purchasing Department
102 South Hickory Avenue
Bel Air, MD 21014

BONDING: Bonds Are Not Required.

MBE DOCUMENTS: MBE Documents Are Not Required.

TIMELY DELIVERY OF BID DOCUMENTS: Proposals must be received in the Purchasing Office prior to the due date and time.

Proposals shall be submitted in a sealed envelope bearing on the outside the name and address of the Offeror, the title and number of the RFQu, and the RFQu opening date.

Proposals dropped off at the 1st floor reception area may not reach the 3rd floor by the appointed time. It is the Offeror's responsibility to ensure that the proposal reaches the 3rd floor Purchasing Office.

INCLEMENT WEATHER: If Harford County Public Schools Administrative Offices are closed on the day a bid is due, that bid will be due at the same time the next day the Administrative Offices are open.

Proposers may obtain the Request for Qualification Documents by downloading the information at our website: www.hcps.org/departments/BusinessServices/purchasing.aspx. Proposers shall continue to check the HCPS website for possible addenda to the request prior to the bid opening date.

LATE PROPOSALS WILL BE REJECTED AND RETURNED UNOPENED

Anti-Discrimination Statement

The Harford County Public School System (HCPS) does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, gender identity, marital status, genetic information, or disability in matters affecting employment or in providing access to programs to employees. Inquiries related to the non-discrimination policy of the Board of Education of Harford County should be directed to the Supervisor of Equity and Cultural Proficiency, 410-809-6065.

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**Board of Education of Harford County, Maryland
Purchasing Department
102 South Hickory Avenue, Third Floor, Suite 310
Bel Air, Maryland 21014**

**GENERAL TERMS AND CONDITIONS
Request for Qualifications**

Instruction to Bidders and Offerors

The following provisions, where applicable, will become part of any contractual relationship developed as a result of the bid/proposal solicitation.

1.0 A REQUEST FOR PROPOSAL SUBMISSION

- 1.1 The Board of Education of Harford County hereinafter referred to as Harford County Public Schools or HCPS, invites all interested and qualified offerors to submit a proposal. These specifications and requirements identified in the attached statement of work and detailed specification are intended to cover the service(s) requested.
- 1.2 In accordance with State law and HCPS policies, solicitations shall be published a minimum of fourteen (14) calendar days in advance of due date for any proposal having a potential award value of \$25,000 or more.
- 1.3 Unless otherwise indicated, HCPS shall receive sealed proposals until the date and time indicated on proposal or as modified by addenda. Proposals must be delivered to HCPS, Purchasing Department, 102 South Hickory Ave., Third Floor, Room 310, Bel Air, Maryland 21014. Proposals must be delivered in sealed envelopes and clearly marked on the outside: Name of Offeror, Due Date and Time, Solicitation/Proposal Number and Solicitation Title. **Late proposals will be rejected and returned unopened.**
- 1.4 The Offeror or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, circumstances, prerequisites, qualifications and/or specifications before submitting their proposal. An Offeror's failure to become fully informed is at the Offeror's sole and complete risk of loss. The Offeror shall have no right to any damages, cost and/or any other remedy at law or equity against HCPS for any miscalculation, misunderstanding, error (either omissions or commissions), mistake, misinterpretation, and/or the failure by the Offeror to obtain an award of proposal, award of contract and/or profits, fees or money from HCPS when the Offeror failed to fully inform themselves. In the case of error in extension of prices in the Proposal, the unit price shall govern, or the entire proposal may be declared non-responsive.

2.0 PROPOSAL PREPARATION, PROPOSAL SHEET, AND PROPOSAL OPENING

- 2.1 Offeror must submit the requested documentation with original signatures using HCPS proposal forms. The Offeror should make and retain one original (1) copy of the Proposal for their files and submit two (2) copies additional copies, preferably in electronic media for committee review. Proposals must be signed and submitted by an authorized representative of the Offeror.
- 2.2 Signed proposals shall be returned in a sealed envelope. When the Proposal is sent by mail, the sealed envelope shall be enclosed in a separate sealed mailing envelope with the notation "SEALED PROPOSAL ENCLOSED" on the face thereof. HCPS shall not accept any facsimile transmission or electronic submission to HCPS purchasing agents, representatives or employees as meeting the requirement of the sealed proposal. A facsimile or electronic document shall not be considered a valid response to the solicitation.
- 2.3 Each proposal should show the full business address, telephone number, fax number, email address, and federal tax identification number of the Offeror and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the Proposal and Contract, including Letter of Intent, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the Proposal in the absence of written instructions from the Offeror to the contrary.
- 2.4 All offerors shall be required to complete the certificates and/or affidavits, and/or acknowledgements that are incorporated into the proposal pages of this specification. Such documents are required by Local,

State or Federal funding agencies of HCPS as part of the solicitation process. The documents may include but are not limited to: Anti-Bribery Affidavit, Debarment Certificate, Employment of Sex Offenders and Other Criminal Offenders Affidavit, Sales Tax Certification, Minority Bidder Status and any others that may be required.

2.5 Proposal Due Date

- 2.5.1 Sealed proposals for the requirements identified in the attached statement of work and detailed specifications, as required by the Board of Education of Harford County, are due at the time and date so specified. Unless otherwise indicated, proposals are due to the Purchasing Department, 102 South Hickory Avenue, Third Floor, Room 310, Bel Air, Maryland 21014.
 - 2.5.2 The Board of Education of Harford County must approve contract awards of \$100,000 or more. Formal contract award is contingent upon the required Board approval.
 - 2.5.3 Offerors may correct a minor irregularity and minor irregularities may be waived. A minor irregularity is one that is merely a matter of form and not of substance or pertains to an immaterial or inconsequential defect or variation in a bid, the correction or waiver of which would not be prejudicial to other offerors. When so noted, minor irregularities may be corrected within forty-eight (48) hours following notification.
 - 2.5.4 HCPS also reserves the right to reject any or all proposals and/or waive technical defects and minor irregularities at the discretion of the Supervisor of Purchasing, HCPS or designee if, in its judgment the interests of HCPS shall so require. Proposals may be withdrawn before the scheduled time due. Withdrawal is not permitted after the scheduled time due.
 - 2.5.5 Any omissions, errors, conflicts, or discrepancies in this document shall be called to the attention of HCPS IN WRITING within five (5) working days prior to the proposal due date.
 - 2.5.6 Omission of any specification or details of any specification which would normally apply to the service(s) described herein shall not relieve the Offeror from fulfilling those required specifications needed to provide service best suited to the intended purpose of this contract as determined by the Supervisor of Purchasing.
- 2.6 At the time of the solicitation opening each Offeror will be presumed to have read and to be thoroughly familiar with the specifications and related documents (including all Addenda). The failure or omission of any Offeror to receive or examine any form, instrument, or document, shall in no way relieve them from any obligation in respect of its proposal.

3.0 AWARD OR REJECTION OF PROPOSALS

- 3.1 This document is a Request for Qualification (RFQu) which differs from an Invitation for Bid in that HCPS is seeking a proven solution for the requirements described in the RFQu document. As such, price is not the determining factor regarding the contract award.
- 3.2 As defined by the American Bar Association Model Procurement Code, Competitive Sealed Proposals (RFQu) will be evaluated based upon criteria formulated around the most important features of a service, of which quality, testing, reference, and technical expertise and capability may be overriding factors, and price may not be determinative in the issuance of a contract or award.
- 3.3 The Proposal evaluation criteria should be viewed as standards that measure how well a proposal meets the intended outcomes described in the performance work statement. Those criteria that will be used and considered in evaluation for award are set forth in this document.
- 3.4 All proposal documents will become the property of HCPS. Proposals must be submitted in accordance with the requirements set forth in this RFQu.
- 3.5 The Board of Education reserves the right to reject any or all proposals, and/or waive technical defects if, in its judgment the interests of the Board shall so require. Minor differences in the specifications or other minor technicalities may be waived at the discretion of Supervisor of Purchasing or upon recommendation to the Board of Education.

- 3.6 The Board of Education reserves the right to reject the Proposal of firms who have demonstrated performance deficiencies or who have previously failed to perform properly or complete other Board contracts on time.
- 3.7 The Board reserves the right to award to contract within one hundred twenty (120) days from the due date and all pricing must remain firm during that period and until the time of award.

4.0 REMEDIES AND TERMINATION

- 4.1 **Correction of Errors, Defects, and Omissions** – The Provider agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to HCPS. The acceptance of the work set forth herein by HCPS shall not relieve the Provider of the responsibility.
- 4.2 **Set-Off** – HCPS may deduct from and set-off against any amounts due and payable to the Provider any back-charges or damages sustained by HCPS by virtue of any breach of this agreement by the Provider to perform the services or any part of the services in a satisfactory manner. Nothing herein shall limit the liability of the Provider for damages and HCPS may affirmatively collect damages from the Provider.
- 4.3 **Termination for Default**
 - 4.3.1 If the Provider fails to fulfill its obligations under this contract properly and on time, otherwise violates any provision of the Contract, HCPS may terminate the Contract by written notice to the Provider. The notice shall specify the acts of omissions relied on as cause for termination.
 - 4.3.2 All finished or unfinished supplies and services provided by the Provider, shall at HCPS' option, become HCPS property. HCPS shall pay the Provider fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination, less the amount of damages caused by Provider's breach.
 - 4.3.3 If the damages are more than the compensation payable to the Provider, the Provider will remain liable after termination and HCPS can affirmatively collect damages.
- 4.4 **Termination for Convenience** – HCPS may terminate all or part of the work required under this contract for the convenience of HCPS with a ninety (90) day notification. In the event of such termination, the Contract Administrator shall determine the costs the Provider has incurred to the date of termination and such reasonable costs associated with the termination. HCPS shall pay such costs as determined by the Contract Administrator to the Provider together with reasonable profit reasonably earned by the Provider to the time of termination but not to include any profit not earned as of the date of termination.
- 4.5 **Obligations of Provider upon Termination** – Upon Notice of Termination as provided in Sections 4.3 and 4.4, the Provider shall:
 - 4.5.1 Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
 - 4.5.2 Take such action as may be necessary to protect the property of HCPS, place no further orders or subcontract, assign to HCPS in the manner and to the extent directed by HCPS all of the right, title and if ordered by HCPS possession and interest of Provider under the orders or subcontracts terminated.
 - 4.5.3 Deliver to HCPS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Provider which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to HCPS. Title to such items shall be transferred to HCPS.
- 4.6 **Remedies Not Exclusive** – The rights and remedies contained in this general condition are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

5.0 MULTI-AGENCY PROCUREMENT

HCPS reserves the right to extend the terms and conditions of this contract to any and all other government 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 the Contractors' approval and all purchase and payment transactions will be made directly between the Contractor and the requesting public agency.

6.0 ORDER OF PRECEDENCE

In the event of an inconsistency among provisions of this Request for Qualifications, the inconsistency shall be resolved by the following order of precedence:

- 6.1 Performance Work Statement
- 6.2 Specifications/Terms of the Request for Qualification
- 6.3 General Terms and Conditions for Request for Qualification

7.0 CONTRACT

The Proposal with respect to all items accepted, addenda, agreements and all papers and documents accompanying the same, including these general and special conditions of the RFQu shall constitute the formal contract between the Offeror and HCPS.

8.0 WAIVER OF RIGHT

The Provider agrees that it and its parent, its affiliates and subsidiaries, if any; waive the right to offer on any procurement contract, of any tier, resulting from the services to be provided under this agreement.

9.0 INITIATION OF WORK

The Offeror shall not commence performance of the services until it receives a formal written notice from HCPS in the form of a Contract, Purchase Order, or Notice to Proceed from the Supervisor of Purchasing or designated Purchasing Agent.

10.0 GOVERNING LAW AND DISPUTE RESOLUTION

- 10.1 Any contract resulting from this solicitation is subject to and will be construed and interpreted under the laws of the State of Maryland.
- 10.2 Alternative Dispute Resolution (ADR) is the agreed method for resolving disputes that may result from the contractual relationship arising in reference to this proposal and subsequent agreement. If a resolution of the dispute cannot be reached through an agreed ADR method, the parties reserve the right to settle the dispute by appropriate judicial means.
- 10.3 Any ADR hearing or arbitration will take place in the State of Maryland.

11.0 FREEDOM OF INFORMATION ACT

- 11.1 Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by HCPS. Blanket requests for the entire proposal to be held confidential will not be considered.
- 11.2 HCPS shall determine, in its sole discretion, which (if any) portions of the Offeror's proposals shall be confidential. It is the responsibility of the Proposer to clearly mark such information (pages) as "Confidential".

12.0 ADDENDA

- 12.1 All changes to the Proposal Specifications will be made through appropriate Addenda issued from the Purchasing Department.

- 12.2 Addenda notices will be posted on the Purchasing Department web site at www.hcps.org, as well as eMaryland Marketplace.
- 12.3 No Addenda will be issued later than five (5) days prior to the date for receipt of proposals except an Addendum withdrawing the request for proposals or one which postpones the date for receipt of proposals.
- 12.4 Each Offeror shall ascertain prior to submitting a Proposal that they have received all Addenda issued and the Offeror shall acknowledge their receipt on the Addenda Form. The Addenda Form shall be completed and returned with the Proposal response. Failure to return the Addenda Form may be reason for rejection of the Proposal.

13.0 COMPLIANCE WITH LAW

- 13.1 The Provider hereby represents and warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
- 13.2 The Provider hereby represents and warrants it is not arrears with respect to the payment of any monies due and owing the County or State, of any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this agreement.
- 13.3 The Provider shall comply with all Federal, State and Local law, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.
- 13.4 The Awarded Provider must, at its expense, obtain any and all licenses, permits, insurance, and governmental approval required by Local, State, and Federal authorities, if any, necessary to perform its obligations under this agreement.
- 13.5 The Provider at the time of proposal opening must be fully licensed in all trades or special areas that require a license by Local, State, and Federal authorities.
- 13.6 It is the Provider's responsibility to notify HCPS of lapses in, suspension of or termination of special permits and licenses required under the Contract.
- 13.7 That the facts and matters set forth hereafter in the "Contract Affidavit" which is attached to this agreement and made a part hereof are true and correct.

14.0 RESPONSIBILITY FOR CLAIMS AND LIABILITY

- 14.1 To the fullest extent permitted by law, the Indemnitor shall indemnify, defend and hold the Indemnitee and its employees, agents, officials or volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities including without limitations, attorney's fees arising out of or related to the Indemnitor's occupancy or use of the Indemnitee's premises or operations incidental thereto, provided that any such claim, loss, damage, expense, cause of action or liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from. Indemnitor expressly indemnifies Indemnitee for the consequences of any negligent act or omission of the Indemnitor or any of the Indemnitor's employees, agents, officials or volunteers or anyone for whose acts the Indemnitor may be liable, unless such act or omission constitutes gross negligence or willful misconduct.
- 14.2 In claims against any person or entity indemnified within this indemnification by an employee of the Awarded Offeror, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Awarded Offeror or a subcontractor under Workers' Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

15.0 INSURANCE

- 15.1 The Provider shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Provider has obtained at the Provider's own expense all of the insurance as listed in the attached, "Insurance Requirements for Bus Contractors," and such insurance has been approved by the Board. These requirements have been established by

the Maryland Association of Boards of Education Group Insurance Pool. Failure to comply with these insurance requirements may render the proposal as non-responsive.

- 15.2 Approval of insurance required of the Contractor will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.
- 15.3 The Contractor may not utilize a subcontractor for services related to this contract.
- 15.4 The Contractor shall take proper safety and health precautions to protect their work, their employees, the public and the property of others from any damage or injury resulting solely from the performance of the work described herein.

16.0 STAFF

The Provider shall utilize the personnel named and/or otherwise identified in its proposal to perform services required. In the event that any of the personnel named are unable to perform because of death, illness, resignation from the Provider's employ, or similar reasons, the Provider shall promptly submit to the Contract Administrator, in writing, the name and qualifications of the proposed replacement. No substitutions shall be made without the proper written approval of the Contract Administrator and the Supervisor of Purchasing.

17.0 DRUG, TOBACCO, AND ALCOHOL

All HCPS properties are "drug, tobacco, and alcohol free zones" as designated by Local and State laws. Neither the Contractor or their employees (or subcontractors) are permitted to have any drugs, tobacco, or alcohol products on HCPS property. Use or possession of such items on HCPS property will result in immediate termination of the Contract.

18.0 PROTEST AND APPEAL PROCESS

Any Offeror objecting to the recommendation for award or the award of contract may appeal the action to the Supervisor of Purchasing by formal notification in writing within ten (10) business days of award. A formal written response to the appeal shall be issued within thirty (30) days following receipt of the formal protest. The decision of the Supervisor of Purchasing may be appealed to the Superintendent of Schools within five (5) business days following receipt of decision from the Supervisor of Purchasing. The decision of the Superintendent is final and conclusive.

19.0 NONDISCRIMINATION

- 19.1 The Contractor shall comply with all Federal and State anti-discrimination laws in the performance of this contract.
- 19.2 The Harford County Public School System (HCPS) does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, gender identity, marital status, genetic information, disability, or any other basis prohibited by law with regard to employment or conditions of employment, or participation in or access to its programs, activities or services. Inquiries related to the non-discrimination policy of the Board of Education of Harford County should be directed to the Supervisor of Equity and Cultural Proficiency, 410-809-6065.
- 19.3 The Awarded Offeror shall furnish, if requested by HCPS, a compliance report concerning their employment practices and policies in order for HCPS to ascertain compliance with the special provisions of this contract concerning discrimination in employment.
- 19.4 In the event the Awarded Offeror is deemed noncompliant with the nondiscrimination clause of this contract, this contract may be canceled, terminated or suspended in whole or in part.

20.0 NON-HIRING OF EMPLOYEES BY AWARDED OFFEROR OR HCPS

- 20.1 No employee of the HCPS or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the HCPS or any unit thereof.

20.2 No employee of the Awarded Offeror or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the Awarded Offeror or any unit thereof.

21.0 FINANCIAL DISCLOSURE

The Awarded Offeror shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies, including school districts, during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reached \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

22.0 POLITICAL CONTRIBUTION DISCLOSURE

Awarded Offeror shall comply with the provisions of Section 14-101 et seq. of the Election Law Article of the Maryland Code, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, including school districts, during a calendar year under which the person receives in the aggregate \$10,000 or more, shall, on or before February 1 of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$100 to a candidate for elective office in any primary or general election.

23.0 RETENTION OF RECORDS

The Awarded Offeror shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by HCPS hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of HCPS or designee, at all reasonable times.

24.0 LANGUAGE/GENDER

- 24.1 Proposer, offeror, vendor, consultant, provider, firm and contractor all have the same meaning and may be used interchangeably.
- 24.2 The Board of Education of Harford County is also referred to as HCPS, Harford County Public Schools, and Board of Education which may be used interchangeably.
- 24.3 Proposal and offer all have the same meaning and can be used interchangeably.

25.0 DISSEMINATION OF INFORMATION

During the term of this agreement, the Provider shall not release any information related to the services or performance of the services under this agreement nor publish any final reports or documents without prior written approval of HCPS.

26.0 PROVIDER'S OBLIGATION

- 26.1 The Awarded Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications, as decided by HCPS, and as described herein. Deviations, exceptions, alternates, etc., may render the proposal as non-responsive.
- 26.2 The Provider shall perform the services with that standard of care, skill, and diligence normally provided by a provider in the performance of services similar to the services hereunder.
- 26.3 Notwithstanding any review, approval, acceptance, or payment for the services by HCPS, the Provider shall be responsible for professional and technical accuracy of its work furnished by the Provider under this agreement.
- 26.4 HCPS review, approval, or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Provider shall be and remain liable to HCPS

in accordance with applicable law for all damages to HCPS caused by the Provider's negligent performance of any or the services furnished under this contract.

- 26.5 The rights and remedies of HCPS provided for under this contract are in addition to any rights and remedies provided by law.
- 26.6 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Offeror shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.
- 26.7 Any deviations to the specifications or statement of work must be clearly noted in detail by the Offeror, in writing, at the time of submittal of the formal proposal.
- 26.8 The Awarded Offeror shall and will, in good professional manner, do and perform all services, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the specifications covered by this contract and any and all supplemental specifications, and in accordance with the directions of the Board of Education as given from time to time during the progress of the work. The Contractor shall observe, comply with and be subject to all terms conditions, requirements and limitations of the Contract and Specifications and shall do, carry on and complete the entire work to the complete satisfaction of the Board of Education.
- 26.9 Awarded Offeror may be required pursuant to the Business Regulation Article of the Maryland Code, to provide proof of Certificate of Registry.

27.0 CHANGES, ALTERATIONS, OR MODIFICATIONS

- 27.1 HCPS shall have the right, at its discretion, to change, alter, or modify the services provided for in this agreement and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the Provider or in the Contract cost thereof.
- 27.2 If such changes cause an increase or decrease in the Provider's cost of, or time required for, performance of any service under this contract, whether or not changed by an order, an equitable adjustment shall be made, and the Contract shall be modified in writing accordingly. Any claim of the Provider for adjustment under this clause must be asserted in writing with thirty (30) days from the date of receipt by the Provider of the notification of change unless the Project Manager or his duly authorized representative grants a further period of time before the date of final payment under the Contract.
- 27.3 No services for which an additional cost or fee will be charged by the Provider without prior written authorization of HCPS.

28.0 SUBCONTRACTING OR ASSIGNMENT

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors and assigns, provided any such General Provisions for Professional Services successor to the Provider, whether such successor or assign be an individual, a partnership, or a corporation, is acceptable to HCPS, and neither this agreement or the services to be performed thereunder shall be subcontracted, or assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of HCPS.

29.0 DELAYS AND EXTENSIONS

The Provider shall pursue the work continuously and diligently and no charges or claims for damages shall be made by the Provider for any delays, acceleration or hindrance, from any cause whatsoever, during the progress of any portion of the services specified in this agreement. Such delays, acceleration or hindrances, if any, may be compensated for by an extension of time for such reasonable period as HCPS may decide. Time extensions will be granted only for excusable delays such as delays beyond the control of and without the fault or negligence of the Provider.

30.0 ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor to fulfill contracts solicited by HCPS is in violation of the law and is strictly prohibited. Contractors 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.

31.0 EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

- 31.1 **If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Awarded Bidder, the Awarded Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any HCPS property, including the project property. Violation of this provision may result in Termination for Cause.**
- 31.2 Contractor acknowledges and agrees that, pursuant to Section §6-113 of the Education Article of Maryland Code, Contractor is prohibited from knowingly assigning or permitting its Subcontractors from knowingly assigning any of the Contractor's or Subcontractor's employees to work in, on or about school premises if such employee may or would have direct, unsupervised and uncontrolled access to children if the employee has been convicted of, pled guilty or *nolo contendere*, to any of the following crimes.
- 31.2.1 A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
- 31.2.2 Child sexual abuse under §3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under §3-602 of the Criminal Law Article if committed in Maryland; or
- 31.2.3 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 violation of §14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under §3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.
- 31.3 Direct unsupervised and uncontrolled access with students is prohibited. If you, as the Contractor/Site Supervisor, witness or suspect your employee(s) entering into a student area, action must be taken immediately to rectify the situation.
- 31.4 The apparent low bidder shall complete and submit the Employment of Sex Offenders and Other Criminal Offenders Affidavit, which is specified in the bid documents within ten (10) working days of receiving notification of potential award.

32.0 CRIMINAL BACKGROUND CHECKS FOR CONTRACTORS

Amendments to Section §5-561 of the Family Law Article of the Maryland Code effective July 1, 2015, require each Contractor and Sub-Contractor with a local school system to ensure that any individuals in their work force undergo a criminal background check and fingerprinting if such individual will work in, on or about school premises and the individual will have direct, unsupervised and uncontrolled access to children.

The term "**work force**" means any of the Contractor's employees or the Contractor's Sub-Contractors and their employees.

Contractor shall cause any member of Contractor's work force to undergo a criminal history background check, including fingerprinting, if such work force member may or will work in, on or about school premises and may, or will have direct, unsupervised and uncontrolled access to children. Such background check and fingerprinting shall meet the requirements of Section §5-560 to §5-569 of the Family Law Article of the Maryland Code.

The cost of such criminal background check and fingerprinting shall be paid by Contractor. HCPS shall have the right, in its sole discretion, to prohibit any individual from performing any work at, or in or about school premises based on such individual's criminal background check.

33.0 SEX OFFENDER REGISTRATION

Section §11-722 of the Criminal Procedure Article of the Maryland Code prohibits any person with a contract with a local Maryland school system from knowingly employing an individual to work at the school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedure Article.

34.0 LABOR AND RATES OF PAY

34.1 The Awarded Offeror agrees that it shall abide by all applicable provisions of Federal and State law and regulation pertaining to workplace conditions, child labor and that all employees will be treated with dignity and respect.

34.2 The Awarded Offeror agrees to comply with all applicable Federal and State law and regulation relating to payment of wages.

35.0 DEBRIEFING

Unsuccessful Offerors may be debriefed upon written request received within thirty (30) days following proposal opening by a procurement officer familiar with the rationale for the selection decision.

36.0 PROCUREMENT-INVESTMENT ACTIVITIES IN IRAN

The Awarded Offeror agrees that it shall abide by and comply with Section 17-701 et seq. of the State Finance and Procurement Article of the Maryland Code, regarding business in Iran.

**HARFORD COUNTY PUBLIC SCHOOLS
102 SOUTH HICKORY AVENUE
BEL AIR, MD 21014**

#19-JH-014

On-Call Student Transportation Services

CHECK LIST

Below is a list of all data and information requested in order to determine the Offerors ability to perform under this RFQu. Harford County Public Schools reserves the right to reject any offer if the evidence submitted by, or investigation of, such Offeror fails to satisfy Harford County Public Schools that such Offeror is qualified to carry out the obligations of the Contract.

The following shall be returned with your proposal. Failure to provide the required documents may be cause for rejection of your proposal as non-responsive.

Item #	Item	Complete (X)
1	1 Original Technical Proposal and 8 Flash Drives	
2	1 Original Price Proposal and 1 Copy (under separate sealed submittal)	
3	Attachment C – Certificate of Insurance (sample)	
4	Attachment I – Completed Questionnaire	
5	Attachment J – Signature Sheet	
6	Addenda (if applicable)	

Additional Information:

Person to contact regarding this proposal: _____

Title: _____

Phone: _____

Fax: _____

E-Mail: _____

REQUEST FOR QUALIFICATION

#19-JH-014

On-Call Student Transportation Services

1. **PURPOSE**

- 1.1 The purpose of the Request for Qualification (RFQu) is to prequalify on-call bus contractors with certified personnel and equipment to provide safe, reliable and efficient transportation services to students for the regular school day, before and after school activities, as well as field trips as a part of educational and extracurricular programs on an as needed basis. The intent of this RFQu and the resulting contract is to obtain price proposals from firms specializing in providing on-call student transportation services for Harford County Public Schools. It is HCPS' intent to select a pool of on-call bus contractors as a result of this RFQu. The number of providers selected will be dependent on the number and quality of proposals received.
- 1.2 This Request for Qualifications is for on-call bus contractors that may be utilized in fiscal years 2019-2025.
- 1.3 It is the intent of this specification to provide the prospective proposer(s) with complete information relative to the total performance of any resultant contract. Proposers are obligated to read and understand all parts of this request for qualifications and to obtain clarification of any part not thoroughly understood.
- 1.4 The work of this contract will be coordinated through the HCPS Department of Transportation.

2. **BACKGROUND INFORMATION**

- 2.1 On behalf of the Board of Education of Harford County, Maryland, HCPS is soliciting qualifications to prequalify on-call bus contractors with certified personnel and equipment to provide safe, reliable and efficient transportation services to students as part of educational and extracurricular programs.
- 2.2 HCPS has the 8th largest student enrollment in the State of Maryland, and presently includes 54 schools and 16 out of county/Non-Public Schools serviced. Over 35,000 students are transported daily.
- 2.3 Approximately 500 general education and special needs buses service Harford County Public Schools students. 383 buses are contractor owned and operated.
- 2.4 Field trips, sport events and extra-curricular activities are transported annually.
- 2.5 HCPS schools may utilize on-call student transportation services to transport students for regular school routes and other school-sponsored activities to destinations that are within Harford County, or outside Harford County.
- 2.6 HCPS contracts with outside bus contractors to provide transportation for regular school routes, extracurricular, sports and other kinds of trips for schools. As well, most of these buses transport students between home and school each morning and afternoon on school days, and therefore are only available during limited windows of availability between and after their normal runs. While our routes are covered under an existing contract, there may be a time that additional on-call bus contractors are needed for student transportation.
- 2.7 Since there is no way to quantify the amount of transportation services that will be required, the County cannot guarantee a specific amount of service to be provided. Therefore, this proposal is to prequalify, and the intent is to utilize this contract on an as needed basis.

- 2.8 See Attachment A for a map of schools. Countywide areas include routes for an alternative education program, technical school and magnet programs that are housed at a HCPS high school.
- 2.9 Below are the standard school session hours:
 - 2.9.1 Elementary School
 - 2.8.1.1 8:30am – 3:30pm
 - 2.8.1.2 9:00am – 4:00pm
 - 2.9.2 Middle School
 - 2.8.2.1 7:45am – 2:45pm
 - 2.9.3 High School
 - 2.8.3.1 7:00am – 2:00pm
 - 2.9.4 Pre-Kindergarten – ½ day program
 - 2.8.4.1 11:30am – students are taken home from school
 - 2.8.4.2 1:00pm – students are taken to school from home
 - 2.9.5 Alternative Education
 - 2.9.5.1 10:00am – 4:00pm

3. **SCOPE OF SERVICES**

- 3.1 This RFQu is to prequalify a contractor(s) to provide on-call services for student transportation for the regular school day as well as before and after school activities and field trips for HCPS. The Pre-qualified Contractor(s) is required to provide quality service in accordance with all State and Federal Laws, regulations and the policies of the Board of Education of Harford County on an as needed basis. The requirements outlined herein are intended as an aid to acquaint Proposers with what could be required to execute the work on this contract. These specifications will serve as the source documents for services for the term of the Contract.
- 3.2 Prices submitted will be for evaluation purposes, with base and extended rates for mileage and hours, from which pre-qualified contractors will quote costs at times of request made by the Department of Transportation. Actual pricing will be determined based upon the route needed at the time of quote. Pricing for field trips shall be requested when the need arises.

4. **RESPONDENT REQUIREMENTS**

- 4.1 Proposers submitting a proposal shall have evidence that they maintain a permanent place of business.
- 4.2 The Contractor shall secure and maintain at their own expense the insurance requirements included in this document.
- 4.3 Proof of Auto Physical Damage Insurance coverage is required.
- 4.4 Proposer shall maintain all appropriate and applicable licenses and comply with all Federal, State, and Local laws and ordinance necessary to perform this work. Certification requirements include, but not limited to, items requested in Section 5 and 6.
- 4.5 Contractor must provide abridged financial statements covering the past two (2) years doing business as a bus contractor.

- 4.6 Contractor shall have at least three (3) years' experience in providing services similar in scope and complexity to those described herein. The most recent experience must be within the past 12 months.

5. **AWARDED PRE-QUALIFIED CONTRACTOR'S RESPONSIBILITIES**

When services are requested and a pre-qualified on-call contractor is awarded a route(s), the following is a list of requirements that must be attained.

5.1 Overall Requirements

- 5.1.1 Retain all certifications and licenses in compliance with federal and state regulations.
- 5.1.2 Have drivers and buses, or be able to obtain drivers and buses within ninety (90) days notification, for HCPS when on-call services are needed.
- 5.1.3 A copy of licenses, certifications, and DOT Physical information must be supplied to the designated HCPS Transportation Department Personnel.
- 5.1.4 Testing results of drivers must be reported to the designated HCPS Transportation Department Personnel **IMMEDIATELY**.
- 5.1.5 Notify and submit resumes and licenses to HCPS within thirty (30) days of any staffing changes.
- 5.1.6 Establish consistent and timely communication protocols with appropriate HCPS Transportation Department.

5.2 Bus Requirements

- 5.2.1 School buses shall meet all Federal, State, Motor Vehicle Administration, and Harford County specifications and shall be approved by the Director of Transportation.
- 5.2.2 A school bus that is tagged in a different state other than Maryland may be used in Maryland to transport students if it meets Maryland specifications and has a Maryland Certificate Plate.
- 5.2.2 Offerors shall provide satisfactory evidence of the age of the bus within five (5) days after request. Acceptance of evidence shall be at the sole discretion of the Director of Transportation.
- 5.2.4 Under no circumstance can a bus be used beyond its twelfth (12th) year of service unless a waiver has been granted by MSDE. It is the intent of HCPS to adhere to the standards outlined under current COMAR (11.19.02) regulations.
- 5.2.5 School buses shall have a body manufacturing date on or after January 2006. The determination of age shall be made by the HCPS Department of Transportation. The Awarded Offeror(s) must provide proof of acceptance from the Transportation Department of a Maryland public school system. On-site bus maintenance must be provided.
- 5.2.6 The Board of Education of Harford County will provide automobile liability insurance for buses used in this contract through the Maryland Association of Boards' of Education Group Insurance Pool.
- 5.2.7 All buses shall comply with all retrofit items that may be required within the contract period.
- 5.2.8 Regular route buses shall have a minimum manufacturer rated capacity of 64 passengers. The seating plan shall be a minimum of eleven (11) rows of seats. With the exception of

the last row of seats by the emergency exit, all seats shall be 3-3 (39 inch-39 inch); the last row shall be 30 inch seats.

- 5.2.9 All buses shall have available a two-way electronic communication device (cellular telephone, two-way radio, etc.) capable of contacting the driver immediately in order to share information.
- 5.2.10 The Successful Contractor(s) is required to permit the use of a Global Positioning Satellite (GPS) tracking system along with Audio Visual Recording Systems on the bus.
- 5.2.11 The bus must meet all equipment requirements noted in this section.

5.3 School Bus Driver Requirements

- 5.3.1 School bus drivers and attendants must meet all COMAR regulations, Federal and Maryland State Board of Education certification, qualification, and training requirements of the Maryland State Board of Education, Maryland Motor Vehicle Administration, if applicable, and be approved by the Director of Transportation.
- 5.3.2 All drivers must meet all Federal and State Commercial Driver's License (CDL) requirements as well as have current CPR and First Aid certifications. All drivers must abide by all policies and procedures established by HCPS.
- 5.3.3 A County Driving Instructor shall perform one (1) on board observation/evaluation bi-annually for all regular and substitute drivers and attendants, and report the observation to the Department of Transportation.
- 5.3.4 The Awarded Offeror(s) is responsible to provide substitute drivers when their regular drivers are unavailable. Substitute drivers must meet requirements for certification by HCPS's Transportation Department.
- 5.3.5 The Awarded Offeror(s) shall be responsible for compliance by drivers with all policies, rules, and procedures for transporting school children published by the Board, the Superintendent of Harford County Public Schools, and the Maryland State Board of Education.

5.4 Documentation Requirements

The following documents will need to be fully executed when requested services are awarded.

- 5.4.1 Attachment D – Proof of Insurance Requirements
- 5.4.2 Attachment E – Signed Debarment Certification
- 5.4.3 Attachment F – Signed Conflict of Interest Form
- 5.4.4 Attachment G – Signed Employment of Sex Offenders and Other Criminal Offenders Affidavit
- 5.4.5 Attachment H – Signed Anti-Bribery Affidavit
- 5.4.6 Attachment I – Professional Services Agreement

6. **SUBCONTRACTORS**

- 6.1 The Awarded Offeror(s) may not utilize a subcontractor.

- 6.2 The Awarded Offeror(s) shall give their constant personal attention to the faithful execution of this contract, shall keep the same under their own control, and shall not assign by power of attorney or otherwise, the work or any part thereof.
- 6.3 The Awarded Offeror(s) shall not, without prior written consent of HCPS, assign any of the moneys payable under the Contract.
- 6.4 The Awarded Offeror(s) is responsible for providing continuity of service. The Awarded Offeror(s) shall not assign their route(s) or any part of the route to a subcontractor.

7. **SPECIAL CONDITIONS**

This is an Indefinite Delivery/Indefinite Quantities (IDIQ) Contract. The services requested are pending allocation of funds and approval of award by the Board of Education of Harford County. HCPS reserves the right to order services as may be required during the Contract period, and reserves the right not to authorize/order any services.

8. **QUALIFICATION OF FIRMS**

- 8.1 HCPS intends to place qualified firms on a Pre-Qualified On-Call Services list.
- 8.2 Only those contractors placed on the HCPS Pre-Qualified On-Call Services list will be eligible to provide these services when requested by HCPS.
- 8.3 This Contract may be awarded to multiple providers who comply with all the provisions of this RFQu and the stated criteria, subject to the availability of funding and provided it is in the best interest of Harford County Public Schools to award the Contract(s). If multiple providers are awarded contracts, HCPS reserves the right to select any of the pre-qualified contractors to request a quote, in any order, at any time. There is no minimum guarantee in terms of volume or dollar amount awarded to each pre-qualified contractor.

9. **PERIOD OF PRE-QUALIFICATION**

- 9.1 This pre-qualification shall begin on or around March 1, 2019 and end June 30, 2020. HCPS will issue a letter to each approved pre-qualified contractor.
- 9.2 HCPS reserves the right to renew the pre-qualification for up to five (5) additional, one (1) year terms.
- 9.3 HCPS reserves the right to re-advertise this Request for Qualification on an annual basis to obtain additional pre-qualified contractors.

10. **BILLING, INVOICING, AND PAYMENT**

- 10.1 When services are rendered, payment will be made bi-weekly and compensation will be for actual days of operation based on the quote amount plus any changes.
- 10.2 HCPS will make payments based on actual days of operation only.
- 10.3 Payment under this contract will be for time and mileage calculated from the first (1st) morning pick-up location to the last morning school served and from the first (1st) afternoon school served to the last afternoon drop-off location.
- 10.4 All costs associated with the operation of the bus(es) will be the sole responsibility of the Contractor.
- 10.5 Invoices should name and be mailed to:

Harford County Public Schools
Department of Transportation
2209 Conowingo Road
Bel Air, MD 21015

11. **ASSIGNMENT OF SERVICE**

- 11.1 HCPS Department of Transportation will request a quote. HCPS may obtain several quotes from the list of pre-qualified contractors. HCPS reserves the right to select any contractor(s) from the list, in any order, at any time. There is no guarantee of the amount of work to each contractor awarded. There is no minimum guarantee in terms of the volume, scale or dollar amount of the work awarded.
- 11.2 Contractor shall include itemized pricing to demonstrate that their quote is consistent with the pricing set forth in the Contractor's Price Proposal.
- 11.3 There shall be no minimum fees or surcharges of any kind allowed.
- 11.4 To maintain qualification status, the Contractor shall respond to every request for quote. If the Contractor is unable to provide a quote, they must submit a "no quote" response and include a reason. Contractors that do not respond to requests for quotes on more than three (3) occasions may be subject to termination or non-renewal.
- 11.5 HCPS may cancel regular bus services at no charge or penalty if the Contractor is notified within ten (10) calendar days in advance of the service date. HCPS may cancel field trip bus services at no charge or penalty if the Contractor is notified within twenty-four (24) hour notification prior to the trip.

12. **RFQu CLOSING DATE**

Proposals must be received by the Purchasing Office, Harford County Public Schools, Administration Building, 3rd Floor, 102 Hickory Avenue, Bel Air, MD 21014, no later than **2:30 p.m., local time, on February 1, 2019**. Proposals received after this time will not be considered, and will be returned unopened. Proposals may not be modified after the RFQu closing date and time.

13. **DELIVERY OF PROPOSALS**

All proposals shall be sealed and delivered or mailed to Harford County Public Schools, Administration Building, 3rd Floor – Purchasing Department, 102 Hickory Avenue, Bel Air, MD 21014; faxes or e-mails will not be accepted. Mark package(s) RFQu #19-JH-014 **On-Call Student Transportation Services**.

14. **PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held for this request on **January 15, 2019, at 10:00 am local time**, at Harford County Public Schools, Administration Building, 3rd Floor, Purchasing Conference Room, 102 South Hickory Avenue, Bel Air, MD 21014. **Potential offerors are strongly encouraged to attend.**

15. **PROPOSAL FORMAT: TWO-PART SUBMISSION**

- 15.1 Offerors shall submit **in SEPARATE sealed envelopes** the following:
 - 15.1.1 **Volume I** – Technical Proposal
 - 15.1.2 **Volume II** – Price Proposal
- 15.2 Each envelope shall, in addition, be labeled with the following:
 - 15.2.1 The Offeror's name and business address
 - 15.2.2 The due date and time for receipt of proposals

15.2.3 The title of the RFQu and RFQu number - **#19-JH-014 – On-Call Student Transportation Services**

15.2.4 Attn: **Jennifer Horner**

15.3 See **Section 24: Submittal Requirements** for complete details.

15.4 Each respondent shall submit **eight (8)** complete sets of **VOLUME I – TECHNICAL PROPOSAL**, as follows (faxes or e-mails will not be accepted):

15.4.1 The Technical Proposal shall include one (1) hard copy marked “**Volume I – Technical Proposal ORIGINAL**” and one (1) hard copy marked “**Volume I – Technical Proposal COPY**”.

15.4.2 The Technical Proposal shall include eight (8) electronic copies on CDs or flash drives, in PDF format (note request for qualification number and name of company on each submittal).

15.4.3 Cost shall **not** be part of the Technical Proposal.

15.5 Each respondent shall submit two (2) complete sets of **VOLUME II – PRICE PROPOSAL**, as follows (faxes or e-mails will not be accepted):

15.5.1 The Price Proposal shall include one (1) hard copy marked “**Volume II – Price Proposal ORIGINAL**” and one (1) hard copy marked “**Volume II – Price Proposal COPY**”.

15.6 If confidential materials are submitted, respondents are requested to submit one (1) additional electronic copy of their submittal for the purposes of Freedom of Information Requests. The redacted electronic copy shall be marked “**Redacted Copy**”. It is understood that this copy may be made available to any requesting party without prior consent or approval from the originator. Blanket requests for the entire proposal to be held confidential will not be considered.

16. **QUESTIONS CONCERNING RFQu**

16.1 Questions concerning any portion of this RFQu shall be directed to Jennifer Horner, CPPB, Purchasing Agent – Jennifer.Horner@hcps.org. The Purchasing Agent will be the sole point of contact for purposes of this Request for Qualification.

16.2 All questions must be e-mailed, and received no later than 2:30 pm local time, January 22, 2019. Questions will not be accepted by phone.

16.3 Questions that are deemed to be substantive in nature will be answered in writing, with both the question(s) and answer(s) being addressed in the form of an Addendum and posted on our website on or before January 25, 2019, at www.hcps.org as well as eMaryland Marketplace.

17. **RESPONDENTS RESPONSIBILITIES**

17.1 The Respondent understands the RFQu in its entirety and that the proposal is made in accordance therewith.

17.2 The Respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to HCPS.

17.3 Before submitting a proposal, each respondent shall make all investigations and examinations necessary to ascertain site or local conditions and requirements affecting the full performance of the Contract and to verify and representations made by HCPS, upon which the respondent will rely. If the Respondent receives an award based on its proposal submission, failure to have made such investigations and examinations will in no way relieve the Respondent from its obligations to comply in every detail with all provisions and requirements of the Contract, nor will a plea of

ignorance of such conditions and requirements be accepted as a basis for any claim by the Respondent for additional compensation or relief.

- 17.4 The Respondent will be held responsible for any and all discrepancies, errors, or misstatements in discounts or rebates which are discovered during the contract term or up to and including five (5) fiscal years following HCPS's annual audit, including five (5) years thereafter.

18. **INSURANCE REQUIREMENTS**

The Provider shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Provider has obtained at the Provider's own expense all of the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Provider will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies. See Attachment C for details.

19. **PRESENTATIONS BY RESPONDENTS**

- 19.1 HCPS, at its sole discretion, may ask individual respondents to make oral presentations, informal telephone interviews or demonstrations without charge to HCPS.
- 19.2 HCPS reserves the right to require any respondent to demonstrate, to the satisfaction of HCPS, that the respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the Contract. The demonstration must satisfy the Board and the Board shall be the sole judge of compliance.
- 19.3 Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.
- 19.4 It is HCPS' intent to award a contract(s) to the respondent(s) deemed most advantageous to HCPS in accordance with the evaluation criteria specified in this RFQu. The Board reserves the right, however, to conduct post-presentation discussions with any respondent who has a realistic possibility of contract award including, but not limited to: request for additional information, competitive negotiations, and further best-and-final offers.

20. **WRITTEN EVALUATION CRITERIA**

- 20.1 Responses will be distributed to a selection committee for review and evaluation in accordance with this section. The committee will then convene to discuss, scores will be tallied, and the committee shall make a recommendation of award(s).
- 20.2 The criteria set forth below will be used in the receipt of proposals and selection of the Successful Offeror(s). The Offerors submitting proposals shall include with that proposal statements on the following:
- 20.2.1 Respondent's Profile and Submittal Letter **(25 points)**
 - 20.2.2 Experience of Company and Personnel **(25 points)**
 - 20.2.3 Technical Approach Methodology and Work Plan **(35 points)**
 - 20.2.4 References **(15 points)**
- 20.3 HCPS may request additional information about or clarification of proposals.
- 20.4 Offerors are advised that in the event of receipt of an adequate number of proposals which require no clarification or supplementary information, such proposals may be evaluated without further discussions. Therefore, initial proposals should be submitted on the most complete and favorable terms and conditions. Should proposals submitted require additional clarification or supplementary information, such information shall be submitted in a timely manner.

- 20.5 In determining the qualifications of an Offeror, HCPS will consider the Offeror's record and performance of any prior contracts with HCPS or other public bodies, including but not limited to the Offeror's providing contracted bus services to HCPS, other schools, or school districts. HCPS reserves the right to reject the proposal of any Offeror if the investigation discloses that the Offeror, in HCPS' opinion, has not properly performed such prior contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractors or employees.
- 20.6 After review of technical proposals, HCPS reserves the right to conduct interviews with Offeror(s) for clarification purposes.
- 20.7 HCPS reserves the right to short list Offeror(s) receiving a score of eighty (80) points and above.
- 20.8 HCPS reserves the right to negotiate or modify any element of the proposal to ensure that the best possible arrangements for achieving the stated purpose are obtained.
- 20.9 HCPS reserves the right to select the response(s) to the RFQu that it believes will best serve its business and operational requirements.

21. **SCORING**

- 21.1 An adjectival scoring system shall be applied throughout the evaluation process for the evaluation of the written responses and, if necessary, the interviews. A score of **1** is the least favorable and a score of **5** is the most favorable in all sections.
- 21.2 The Respondent's response will be scored by committee members in accordance with the following scale:
 - 1 = Inadequate: Not responsive to the question.
 - 2 = Marginal: Responsive to the question but below acceptable standards.
 - 3 = Fair: Minimal acceptable performance standards and responsive to the question.
 - 4 = Good: Above minimum performance, effective and responsive to the question.
 - 5 = Excellent: exceeds expectations for effectiveness and responsiveness to the question.

22. **SUBMITTAL REQUIREMENTS: TWO-PART SUBMISSION**

- 22.1 Offerors are to make written proposals that present the Offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below. Failure to include any of the requested information may be cause for the proposal to be considered non-responsive.

22.2 **VOLUME I: TECHNICAL PROPOSAL FORMAT**

When submitting a technical proposal, the following minimum information must be provided for proper evaluation by the selection committee. Your Technical Proposal should be thorough in all aspects for the selection committee to make a proper and complete evaluation of your capabilities and response.

The purpose of the Technical Proposal is to demonstrate the qualifications, competency, and capacity of the Offeror in conformity with the requirements of this RFQu. The Technical Proposal shall demonstrate the qualification of the offeror and the staff to be assigned to this contract.

The Technical Proposal shall address all the points outlined in the RFQu (excluding any cost information which shall only be included in the Price Proposal). The Technical Proposal shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the RFQu requirements.

Note: No pricing information is to be included in the Technical Proposal. Pricing

information is to be included only in the Price Proposal.

Each proposal must include a transmittal letter, table of contents and all pages in the Technical Proposal must be numbered consecutively from beginning to end and separated by tabs in the order described below:

22.2.1 Tab 1 – Respondent’s Profile and Submittal Letter (Weighted Value 25 Points)

22.2.1.1 A brief profile of the provider, including:

- 22.2.1.1.1 Provider name and a brief history of the business
- 22.2.1.1.2 How many years have you been in business providing student transportation
- 22.2.1.1.3 Organizational/Corporate structure of business including size of company, officers, staffing, etc.
- 22.2.1.1.4 Location of corporate office, fleet management facility, bus lot(s), and fueling capacity/locations
- 22.2.1.1.5 Provide evidence of ownership or rental agreement of bus lot(s)
- 22.2.1.1.6 Active transportation business venues (counties, states, etc.)
- 22.2.1.1.7 Provide Articles of Incorporation
- 22.2.1.1.8 Include financial data including abridged financial statements for two (2) years, bill of sale for all buses, banking, lending, etc.

22.2.1.2 RFQu Submittal Letter must be signed by an authorized agent of the business/corporation.

22.2.2 Tab 2 – Experience of Company and Personnel (Weighted Value 25 Points)

- 22.2.2.1 Describe your company’s level of experience in providing on-call student transportation services. Include the years of student transportation under your present legal name as well as under a different legal name if applicable.
- 22.2.2.2 Provide how many school districts you have serviced within the last 3-5 years. Include the name of each school district and describe the scope of services that you provided for each.
- 22.2.2.2 Provide a complete roster of drivers employed with your company, including substitute drivers. Include how many qualified drivers your company presently employs and of those drivers how many would need to be certified by HCPS.

22.2.3 Tab 3 – Technical Approach/Methodology and Work Plan - Scope of Services (Weighted Value 35 Points)

- 22.2.3.1 The providers approach and methodology of how the services will be provided.
- 22.2.3.2 Past practice for providing on-call student transportation services with other school districts and other entities.
- 22.2.3.3 Offerors should state clearly their own policy or operational limitation which could affect service delivery or availability.
- 22.2.3.4 Offerors should state how they will respond to HCPS’ request for quote including the process of furnishing a driver, bus and the lead time needed to provide the service.

- 22.2.3.5 Provide an inventory of the number and types of State of Maryland approved buses owned or leased that would be available for this contract. Comprise the information requested in Section 6 which includes, but not limited to: the age of the bus, make, model, year, mileage, the date of the latest inspection report (provide actual inspection report upon request), and description of the bus including equipment.
- 22.2.3.6 Describe in detail how your buses are maintained, inspected and how often. Provide a letter of good standing from your material suppliers.
- 22.2.3.7 How are you obtaining your fuel – through a commercial location or an on-site fuel tank?
- 22.2.3.8 Offerors shall submit the Pre-Qualification Questionnaire (Attachment J).

22.2.4 **Tab 4 – References (Weighted Value 15 Points)**

- 22.2.4.1 Provide a minimum of three (3) reference letters from owner representatives for clients that your company has provided or is providing services similar in scope to the RFQu. HCPS reserves the right to ask for additional references.
- 22.2.4.2 Reference letters shall be current, dated within one (1) year of this request.
- 22.2.4.3 The reference from the owner representative must be provided on their letterhead, and include details regarding your company's role, level of service provided, etc.
- 22.2.4.4 One (1) reference from Harford County Public Schools may be considered.
- 22.2.4.5 Please include current contact information for all references, including name, phone number, and e-mail address.
- 22.2.4.6 Include current contact information for two (2) former clients that have discontinued services with your company in the last two (2) years.

22.2.5 **Tab 5 – Addenda (Non-Scored)**

Any addenda issued subsequent to the release of this request must be signed and returned with the firm's approval. Failure to return **signed addenda** may be cause for the proposal to be considered non-responsive.

22.2.6 **Tab 6 – Required Documents – Provided in order listed below (Non-Scored)**

- 22.2.6.1 A sample of current insurance coverage of your company, at the limits specified in the attached Insurance Requirements, Attachment C.
- 22.2.6.2 **Completed** – Attachment K: Signature Sheet
- 22.2.7 All respondents shall properly complete and attach all required documentation along with their proposal.

22.3 **VOLUME II: PRICE PROPOSAL FORMAT (Non-Scored)**

- 22.3.1 Offeror shall enter all price information on the Price Proposal Sheet, and submit it under a separate sealed cover (Price Proposal).

- 22.3.2 The Price Proposal is for evaluation purposes only. The items listed on Price Proposal Sheet is a list of the average route for each area. These rates will be used for a basis for negotiations for when a quote is requested.
- 22.3.3 The Price Proposal shall include, but is not limited to, payroll costs, salary of driver, maintenance cost, auxiliary cost which include training, physicals, drug testing, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the request. No other amounts will be paid.
- 22.3.4 In submitting price proposals, each offeror shall set forth an amount in BASE and EXTENDED time and mileage payment for services in accordance with the Contract. The Base Rate is minimum 55 miles and 4 hours per day. The Extended Rate is time and mileage over and above the minimum 55 miles and 4 hours per day. **The Extended Rate may not exceed the Base Rate.**
- 22.3.5 Offerors may propose a rate in as many categories as appropriate to them but are not required to submit pricing for all items on Price Proposal Sheet. Items that do not apply to an Offeror shall be marked "N/A".
- 22.3.6 Offerors must submit rates on the Price Proposal Sheet only. Proposals received with altered formats will be considered as non-responsive and ineligible for award.

ATTACHMENT A (Area Map)

HARFORD COUNTY PUBLIC SCHOOLS



P E N N S Y L V A N I A



LEGEND

- ELEMENTARY
- ▲ MIDDLE
- ▲ MIDDLE/HIGH
- HIGH
- ◆ TECHNICAL
- ★ SPECIAL



ATTACHMENT B

PROPOSED RFQu DATE OF EVENTS

Date	Description
January 4, 2019	RFQu Project Posted to HCPS Website and eMaryland Marketplace
January 15, 2019	Pre-Proposal Meeting – Purchasing Office 10:00am EST Harford County Public Schools Administration Building – 3 rd Floor 102 South Hickory Avenue Bel Air, MD 21014
January 22, 2019	Question Deadline – due before 2:30pm
January 25, 2019	Addenda Released (if necessary) Addenda addressing questions received prior to the question deadline will be posted on HCPS website and eMaryland Marketplace
February 1, 2019	Submittals Due before 2:30pm
	Deliver To: Purchasing Office Harford County Public Schools Administration Building – 3 rd Floor 102 South Hickory Avenue Bel Air, MD 21014
February 4, 2019	Committee to Evaluate Submittals
February 14, 2019	Selection Committee Recommendation
February 25, 2019	Award Posted

ATTACHMENT C

Insurance Requirements for On-Call Bus Contractors Harford County Public School System – Maryland

1. General Insurance Requirements

- 1.1 The Board shall secure and maintain, at its own expense, automobile liability insurance or group self-insurance which insures against or covers bodily injury and property claims against the Contractor under contract with the Board and/or against Board approved employees or agents of such Contractor operating or assisting in the operation of school buses during the performance of Contractor's obligations under this Contract with a limit equal to or exceeding \$1,000,000 combined single limit each accident. Such insurance shall include Contractor and its employees and agents as insured or covered parties but only with respect to liability arising out the operation of the Contractor's owned or leased school buses during the performance of Contractor's obligations under this Contract and provided such performance is in compliance with the laws and regulations of the State of Maryland.
- 1.2 The Board shall furnish a certificate of insurance or evidence of group self-insurance, evidencing all policies of coverages required above at execution of this Contract and prior to each renewal thereafter.
- 1.3 Contractor specifically agrees that the Board may acquire group self-insurance coverage from the Maryland Association of Boards of Education Group Insurance Pool to satisfy its obligation to arrange such automobile liability cover for the Contractor.
- 1.4 The Bus Contractor shall not commence with any service obtained by the Board of Education of Harford County (the Board) under this Contract until the Contractor has obtained at the Contractor's own expense all of the insurance as required hereunder and such insurance has been approved by the Board; nor shall the Contractor allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.
- 1.5 Insurance as required hereunder shall be in force throughout the term of the Contract and, in accordance with 2.1.1.iii., for two years after final payment by the Board under this Contract. Original certificates signed by authorized representatives of the insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract and for two years after final payment by the Board under this Contract.
- 1.6 The Contractor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employers liability insurance to the same extent required of the Contractor in 2.1.1, 2.1.2 and 2.1.3 unless any such requirement is expressly waived or amended by the Board in writing. If any Subcontractor is storing, transporting, and/or delivering the products or materials purchased by the Board under this Contract, the Contractor shall require such Subcontractor(s) to maintain during the term of the Contract transportation (cargo) insurance and employee dishonesty insurance to the same extent required of the Contractor in 3.1 and 3.2. The Contractor shall furnish Subcontractors' certificates of insurance to the Board immediately upon request.
- 1.7 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Board.

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

- 1.8 No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of this Contract.
- 1.9 If the Contractor does not meet the insurance requirements of this Contract, the Contractor shall forward a written request to the Board for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Board denies the request, the Contractor must comply with the insurance requirements as specified in this Contract.
- 1.10 All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders’ rating of “A-” or better, and a financial size of “Class VII” or better in the latest evaluation by A. M. Best Company, unless Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.
- 1.11 Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Contractor, and are subject to Board’s written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor’s insurer(s) shall be the sole responsibility of the Contractor.
- 1.12 Any and all return premiums and/or dividends for insurance or coverage directly charged to the Board by the Contractor in connection with this Contract shall belong to and be payable to the Board.
- 1.13 If the Board is damaged by the failure or neglect of the Contractor to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Contractor shall bear all reasonable costs properly attributable thereto.
- 1.14 On-Call bus contractors are required to evaluate their business needs regarding the purchase of excess/umbrella insurance coverage. In the event of an accident that exceeds funds provided by the auto liability limits purchased through HCPS/MABE Group Insurance Pool, bus contractor is solely responsible for funds required to settle these excess claims.

2. **Contractor’s Liability Insurance**

2.1 The Contractor shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:

2.1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$1,000,000	Each Occurrence;
\$1,000,000	Personal and Adv Injury;
\$2,000,000	General Aggregate; and
\$2,000,000	Products/Completed Operations Aggregate

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Liability arising from products and completed operations with such coverage to be maintained for two years after final payment by the Board under this Contract; and

- iv. Contractual liability protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract.
- 2.1.2 Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard “other states” coverage; employers liability insurance or its equivalent with minimum limits of:
- | | |
|-----------|---|
| \$100,000 | Each accident for bodily injury by accident; |
| \$100,000 | Each employee for bodily injury by disease; and |
| \$500,000 | Policy limit for bodily injury by disease. |
- 2.1.3 Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:
- | | |
|-------------|--|
| \$2,000,000 | Per occurrence; |
| \$2,000,000 | Aggregate for other than products/completed operations and auto liability; and |
| \$2,000,000 | Products/completed operations aggregate. |

And including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
 - ii. Business auto liability; and
 - iii. Employers liability
- 2.1.4 The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Contractor’s commercial general liability insurance and umbrella excess or excess liability insurance policies, if any, with respect to liability arising out of services provided under this Contract by Contractor. Such coverage shall extend to cover the additional insured(s) for liability arising out of the following:
- i. On-going operations;
 - ii. Board’s general supervision of services as provided by the Contractor under this Contract; and
 - iii. Products and completed operations.

The commercial general liability policy and the umbrella excess liability or excess liability policies, if required herein, must include additional insured language, which shall afford liability coverage for all of the exposures listed above in i., ii. and iii., as follows:

“This policy is amended to include as insured Board and Board’s elected and appointed officials, officers, employees and authorized volunteers, but only for liability arising out of “your product” or “your work” for Board by or for you.”

Special Notes: ISO forms CG 2009 and CG 2010 entitled “Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization” (previously Forms A and B respectively) are NOT ACCEPTABLE. A manuscript endorsement with the above wording is required.

- 2.1.5 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers under any Contractor’s liability insurance of self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of

insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Contractor's liability insurance policies required herein.)

2.1.6 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and its elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance of self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.

2.2 If any liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions:

- i. The Contractor shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment by the Board under this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or
- ii. The Contractor shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the expiration or termination date of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.

3. **Waiver of Subrogation**

To the fullest extent permitted by law, the Contractor and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Harford County for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the supply, delivery or installation of any products or materials provided by Contractor under this Contract. Contractor specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered while working on behalf of the Board as an independent contractor. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Contractor shall advise its insurers of the foregoing.

4. **Acknowledgment of Contractor's Independent Contractor Status and no Coverage for Contractor Under Board's Workers Compensation Coverage**

Contractor hereby acknowledges its status as an independent contractor while conducting services on behalf of the Board and that the Board's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Contractor or its employees during the Contractor's provision of goods or services to the Board. To the fullest extent permitted by law, the Contractor specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered during the Contractor's provision of goods or services as an independent contractor for the Board. Such waiver shall apply regardless of the cause of original of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Contractor shall advise its insurers of the foregoing.

5. **Damage to Property of The Contractor and Its Invitees**

To the fullest extent permitted by law, the Contractor shall be solely responsible for any loss or damage to buses or other property of the Contractor or its invitees, employees, officials, volunteers, agents and representatives regardless of whether such buses or property are on, at or adjacent to the premises of the Board or in transit.

ATTACHMENT D

HARFORD COUNTY PUBLIC SCHOOLS

Sean W. Bulson, Ed.D., Superintendent

102 S. Hickory Ave, Bel Air, Maryland 21014

CERTIFICATION REGARDING U.S. GOVERNMENT DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR, part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

- (1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Agency/Organization Representative

Signature

Date

Agency/Organization

*Above certification instituted by the U. S. Department of Education for all grantees and subgrantees as of fiscal year 1990.

ATTACHMENT E

CONFLICT OF INTEREST FORM

CONTRACTOR PERSONAL CONFLICTS OF INTEREST FINANCIAL DISCLOSURE TEMPLATE (JUL 2017)

Offerors/Contractors:

- **Use of this actual template is not required. This template is provided as a sample for the kind of information HCPS has found to be vital for proper personal COI analysis. If the offeror/contractor uses its own template or form for personal conflict of interest information collection and disclosure, the offeror/contractor should ensure that, at a minimum, the information captured on this template is collected.**
- **Personal Conflict of Interest Financial Disclosure information shall NOT BE submitted to HCPS. However, such information shall be collected and analyzed for all Governing Body members (e.g., Board of Directors, Trustees, etc.), and principals of the organization as defined by FAR 52.203-13, Contractor Code of Business Ethics and Conduct, and for each manager and key personnel who would be, or are involved with, the performance of the contract. NOTE: References to organizational and/or personal conflicts of interest will be referred to individually and collectively as conflicts of interest (COI).**
- **Compliance Officer Analysis. Offeror/Contractor Compliance Officer Analysis of Individual Personal Conflicts of Interest is required – See end of this template for a sample of Reporting Employee Disclosure and analysis.**

Reporting Employee (Also includes Board of Director members or others, as applicable):

- Please complete the “Reporting Employee Information” below that will identify you as the reporter. None of the below information will be submitted to the government; it is for internal collection and analysis only. However, if you have concerns regarding personal information requested in this Form, please consult with your company’s Compliance Officer.
- Read the instructions for Parts I through IV (Identified in Blue Headers) on the following pages.
- General Statements (Below Reporting Employee Information): If you selected “Yes” for any statement, you must describe the reportable interests in the corresponding Parts I, II, III, and/or IV below in the Purple Header Sections. If additional space is required, please expand the space provided or provide additional pages.
- Sign and date the disclosure of information. This disclosure information and signature page will remain with the contract file.
- Submit completed documents to the appropriate Purchasing Agent.

REPORTING EMPLOYEE INFORMATION

Company	
Business/Unit and Address Updated __	Employee Identification Reporting Status Initial __ Annual __ Updated __

General Statements (Reporting Employee - For each statement below, check “Yes” or “No.” For more detail or further instructions, see the following sections I thru IV below.)	Yes	No
I. I have reportable assets or sources of income for myself, my spouse/domestic partner and/or any dependent of the respondent.		
II. I have reportable liabilities for myself, my spouse/domestic partner and/or any dependent of the respondent.		
III. I have reportable outside positions for myself, my spouse/domestic partner and/or any dependent of the respondent.		
IV. I have reportable gifts and/or travel reimbursements for myself.		

IMPORTANT DEFINITIONS

Dependent – A son, daughter, stepson or stepdaughter who is either unmarried and under age 21 and living in the filer’s house, or considered dependent under the U.S. tax code.		
Diversified Mutual Fund – A mutual fund that does not have a stated policy of concentrating its investments in one industry, business, or single country other than the United States.		
Sector Mutual Fund – A mutual fund that concentrates its investments in an industry, business, single country other than the United States, or bonds of a single state within the United States.		
Reportable Asset #	Description of Asset	\$ Amount
1		
2		
3		
4		

LIABILITIES

REPORTABLE LIABILITIES	
Name of creditor (include City and State where creditor is located)	Type of liability
1	
2	
3	

ADDITIONAL POSITIONS

Report for Yourself:	Do Not Report:
REPORTABLE POSITIONS	
Organization (Include city and state where organization is located)	Position
1	
2	
3	
4	

GIFTS AND/OR TRAVEL REIMBURSEMENTS

REPORTABLE INFORMATION	
Source	Description (For Travel, also include purpose of trip)
1	
2	
3	

PERSONAL CONFLICTS OF INTEREST FINANCIAL DISCLOSURE EMPLOYEE SIGNATURE PAGE

CERTIFICATION OF REPORTING EMPLOYEE:	
I, _____ (<i>Print Name</i>), certify that the statements I have made herein and on all attachments are true, complete, and correct to the best of my knowledge.	
Signature	Date (<i>mm/dd/yy</i>)

ATTACHMENT F

HARFORD COUNTY PUBLIC SCHOOLS EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS AFFIDAVIT

I AFFIRM THAT:

I am aware of, and the business listed below will comply with, the following requirements of Section §11-722 of the Criminal Procedure Article, and Section §6-113 of the Education Article, Annotated Code of Maryland:

- A. Maryland Law requires sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. An HCPS contractor agrees and acknowledges that it/he/she is prohibited from knowingly employing an individual to work at a school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedures Article of Maryland Code.

- B. An HCPS contractor or subcontractor 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:
 - 1) Section §3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*;
 - 2) Section §3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*;
 - 3) An offense under the laws of another state that would constitute a violation of Sections §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
 - 4) Child sexual abuse under Section §3-602 of the Criminal Law Article, Annotated Code of Maryland;
 - 5) An offense under the laws of another state that would constitute child sexual abuse under Section §3-602 of the Criminal Law Article if committed in Maryland;
 - 6) A crime of violence as defined in Section §14-101 of the Criminal Law Article, Annotated Code of Maryland; or
 - 7) An offense under the laws of another state that would constitute a crime of violence under Section §14-101 of the Criminal Law Article if committed in Maryland.

See Section §6-113 of the Education Article, Annotated Code of Maryland

Violations of any of these provisions may result in Termination for Cause.

I AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (printed name of Authorized Representative and affiant)

_____ (signature of Authorized Representative and affiant)

_____ (Company Name)

ATTACHMENT G

HARFORD COUNTY PUBLIC SCHOOLS

Sean W. Bulson, Ed.D., Superintendent

102 S. Hickory Ave, Bel Air, Maryland 21014

STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that:

1. I am the _____ and the duly authorized representative of the firm of _____ whose address is _____ and that I possess the legal authority to make this affidavit 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 directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Section 9-201 in the Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or federal government.

3. (State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the requesting agency, and where appropriate, to the Board of Public Works and the Attorney General under §16-202, S.F. of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, Harford County Public Schools may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with §16-203, S.F. of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature

Witness

Date

ATTACHMENT H

PROFESSIONAL SERVICES AGREEMENT SAMPLE



This Professional Services Agreement (the "Agreement"), effective as of _____ ("Effective Date"), is entered into by and between Harford County Public Schools (HCPS) having its principal place of business at 102 S. Hickory Ave., Bel Air, MD 21014, and _____ having its principal place of business at _____ ("Provider"). In mutual consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. SERVICES

Scope of Services. Subject to the terms and conditions of this Agreement, Provider will perform those services as set forth and attached hereto as **Exhibit A (SCOPE OF WORK) and Exhibit B (Fees)** and as amended and/or supplemented from time to time by the mutual written agreement of the parties and incorporated herein by reference. At a minimum, a written document that (i) references this Agreement, (ii) describes the Services to be performed (iii) specifies the corresponding rate schedule or other fee information, and (iv) is signed by both parties or is issued by one party and signed by the other party. Provider will use commercially reasonable efforts to complete the Services by the applicable dates set forth in the attachment ("Target Dates").

2. REMEDIES AND TERMINATION

- 2.1. **Correction of Errors, Defects, and Omissions** – The Provider agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to HCPS. The acceptance of the work set forth herein by HCPS shall not relieve the Provider of the responsibility.
- 2.2. **Set-Off** – HCPS may deduct from and set-off against any amounts due and payable to the Provider any back-charges or damages sustained by HCPS by virtue of any breach of this agreement by the Provider to perform the services or any part of the services in a satisfactory manner. Nothing herein shall limit the liability of the Provider for damages and HCPS may affirmatively collect damages from the Provider.
- 2.3. **Termination for Default**
 - 2.3.1. If the Provider fails to fulfill its obligations under this Agreement properly and on time, otherwise violates any provision of the Agreement, HCPS may terminate the Agreement by written notice to the Provider. The notice shall specify the acts of omissions relied on as cause for termination.
 - 2.3.2. All finished or unfinished supplies and services provided by the Provider, shall at HCPS' option, become HCPS property. HCPS shall pay the Provider fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination, less the amount of damages caused by Provider's breach.
 - 2.3.3. If the damages are more than the compensation payable to the Provider, the Provider will remain liable after termination and HCPS can affirmatively collect damages.
- 2.4. **Termination for Convenience** – HCPS may terminate all or part of the work required under this Agreement for the convenience of HCPS with a ninety (90) day notification. In the event of such termination, the Agreement Administrator shall determine the costs the Provider has incurred to the date of termination and such reasonable costs associated with the termination. HCPS shall pay such costs as determined by the Agreement Administrator to the Provider together with reasonable profit reasonably earned by the Provider to the time of termination but not to include any profit not earned as of the date of termination.

2.5. **Obligations of Provider upon Termination** – Upon Notice of Termination, the Provider shall:

- 2.5.1 Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
- 2.5.2 Take such action as may be necessary to protect the property of HCPS, place no further orders or sub Agreement, assign to HCPS in the manner and to the extent directed by HCPS all of the right, title and if ordered by HCPS possession and interest of Provider under the orders or sub Agreements terminated.
- 2.5.3 Deliver to HCPS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Provider which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to HCPS. Title to such items shall be transferred to HCPS.

2.6. **Remedies Not Exclusive** – The rights and remedies contained in these terms and conditions are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

3. **ORDER OF PRECEDENCE**

In the event of an inconsistency among provisions of this Request for Qualification, the inconsistency shall be resolved by the following order of precedence:

Performance Work Statement (Statement of Work)
Specifications/Terms of the Request for Qualification
General Terms and Conditions for Request for Qualification

4. **CONTRACT TERM**

- 4.1. This Agreement with respect to all items accepted, change orders, and all papers and documents accompanying the same, including these terms and conditions shall constitute the formal Agreement between the Provider and HCPS.
- 4.2. The term for this Agreement is _____.
***Note:** Payment for work that began under Agreement # _____ will be paid under the purchase order issued in _____.

5. **WAIVER OF RIGHT**

The Provider agrees that it and its parent, its affiliates and subsidiaries, if any; waive the right to offer on any Procurement Agreement, of any tier, resulting from the services to be provided under this agreement.

6. **INITIATION OF WORK**

The Provider shall not commence performance of the services until it receives a formal written notice from HCPS in the form of an Agreement, Purchase Order, or Notice to Proceed from the Supervisor of Purchasing or designated Purchasing Agent.

7. **GOVERNING LAW AND DISPUTE RESOLUTION**

- 7.1. This Agreement is subject to and will be construed and interpreted under the laws of the State of Maryland.
- 7.2. Alternative Dispute Resolution (ADR) is the agreed method for resolving disputes that may result from the contractual relationship arising in reference to this proposal and subsequent agreement. If a resolution of the dispute cannot be reached through an agreed ADR method, the parties reserve the right to settle the dispute by appropriate judicial means.
- 7.3. Any ADR hearing or arbitration will take place in the State of Maryland.

8. FREEDOM OF INFORMATION ACT

- 8.1. The Provider(s) should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by HCPS. Blanket requests for the entire proposal to be held confidential will not be considered.
- 8.2. HCPS shall determine, in its sole discretion, which (if any) portions of the Provider's proposals shall be confidential. It is the responsibility of the Proposer to clearly mark such information (pages) as "Confidential".

9. COMPLIANCE WITH LAW

- 9.1. The Provider hereby represents and warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
- 9.2. The Provider hereby represents and warrants it is not in arrears with respect to the payment of any monies due and owing the County or State, of any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this agreement.
- 9.3. The Provider shall comply with all Federal, State and Local law, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.
- 9.4. The Provider must, at its expense, obtain any and all licenses, permits, insurance, and governmental approval required by Local, State, and Federal authorities, if any, necessary to perform its obligations under this agreement.
- 9.5. The Provider must be fully licensed in all trades or special areas that require a license by Local, State, and Federal authorities.
- 9.6. It is the Provider's responsibility to notify HCPS of lapses in, suspension of or termination of special permits and licenses required under the Agreement.

10. RESPONSIBILITY FOR CLAIMS AND LIABILITY

- 10.1. To the fullest extent permitted by law, the Indemnitor shall indemnify, defend and hold the Indemnitee and its employees, agents, officials or volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities including without limitations, attorney's fees arising out of or related to the Indemnitor's occupancy or use of the Indemnitee's premises or operations incidental thereto, provided that any such claim, loss, damage, expense, cause of action or liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom. Indemnitor expressly indemnifies Indemnitee for the consequences of any negligent act or omission of the Indemnitor or any of the Indemnitor's employees, agents, officials or volunteers or anyone for whose acts the Indemnitor may be liable, unless such act or omission constitutes gross negligence or willful misconduct.
- 10.2. In claims against any person or entity indemnified within this indemnification by an employee of the Awarded Provider, a sub-Provider, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Provider or a sub-Provider under Workers' Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

11. INSURANCE

- 11.1. Review in detail the insurance requirements contained in the attached document. These requirements have been established by the Maryland Association of Boards of Education Group Insurance Pool. Failure to comply with these insurance requirements may render the proposal as non-responsive.
- 11.2. The Provider shall take proper safety and health precautions and to protect their work, their employees, the public and the property of others from any damage or injury resulting solely from the performance of the work described herein.

11.3. HCPS shall not be liable for any injuries to the employees, agents, or assignees of the Provider arising out of, or during the course of the agreed upon work relating to this agreement.

11.4. The Provider has in force, or shall obtain, and will maintain insurance in not less than the amounts specified and accordance with the requirements contained in the attached insurance requirements.

12. STAFF

The Provider shall utilize the personnel named and/or otherwise identified in its proposal to perform services required. In the event that any of the personnel named are unable to perform because of death, illness, resignation from the Provider's employ, or similar reasons, the Provider shall promptly submit to the Agreement Administrator, in writing, the name and qualifications of the proposed replacement. No substitutions shall be made without the proper written approval of the Contract Administrator/Purchasing Agent and the Supervisor of Purchasing.

13. DRUG, TOBACCO, AND ALCOHOL

All HCPS properties are "drug, tobacco, and alcohol free zones" as designated by Local and State laws. Neither the Provider or their employees (or sub-Provider) are permitted to have any drugs, tobacco, or alcohol products on HCPS property. Use or possession of such items on HCPS property will result in immediate termination of the Agreement.

14. NONDISCRIMINATION

14.1. The Provider shall comply with all Federal and State anti-discrimination laws in the performance of this Agreement.

14.2. The Harford County Public School System (HCPS) does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, gender identity, marital status, genetic information, or disability in matters affecting employment or in providing access to programs to employees. Inquiries related to the non-discrimination policy of the Board of Education of Harford County should be directed to the Supervisor of Equity and Cultural Proficiency, 410-809-6065.

14.3. The Provider shall furnish, if requested by HCPS, a compliance report concerning their employment practices and policies in order for HCPS to ascertain compliance with the special provisions of this Agreement concerning discrimination in employment.

14.4. In the event the Provider is deemed noncompliant with the nondiscrimination clause of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part.

15. NON-HIRING OF EMPLOYEES BY AWARDED PROVIDER OR HCPS

15.1. No employee of the HCPS or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Agreement, shall, while so employed, become or be an employee of the party or parties hereby Agreement with the HCPS or any unit thereof.

15.2. No employee of the Provider or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contact, shall, while so employed, become or be an employee of the party or parties hereby Agreeing with the Provider or any unit thereof.

16. FINANCIAL DISCLOSURE

The Provider shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into Agreements, leases or other agreements with the State of Maryland or its agencies, including school districts, during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall within thirty (30) days of the time when the aggregate value of these Agreements, leases or other agreements reached \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

17. POLITICAL CONTRIBUTION DISCLOSURE

Provider shall comply with the provisions of Section 14-101 et seq. of the Election Law Article of the Maryland Code, which require that every person that enters into Agreements, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, including school districts, during a calendar year under which the person receives in the aggregate \$10,000 or more, shall, on or before February 1 of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$100 to a candidate for elective office in any primary or general election.

18. RETENTION OF RECORDS

The Provider shall retain and maintain all records and documents relating to this Agreement for three (3) years after final payment by HCPS hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of HCPS or designee, at all reasonable times.

19. LANGUAGE/GENDER

19.1. Proposer, offeror, provider, consultant, vendor, firm and contractor all have the same meaning and may be used interchangeably.

19.2. The Board of Education of Harford County is also referred to as HCPS, Harford County Public Schools, the Board, and Board of Education which may be used interchangeably.

19.3. Proposal and offer all have the same meaning and can be used interchangeably.

20. DISSEMINATION OF INFORMATION

During the term of this agreement, the Provider shall not release any information related to the services or performance of the services under this agreement nor publish any final reports or documents without prior written approval of HCPS.

21. PROVIDER'S OBLIGATION

21.1. The Provider shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications, as decided by HCPS, and as described herein.

21.2. The Provider shall perform the services with that standard of care, skill, and diligence normally provided by a provider in the performance of services similar to the services hereunder.

21.3. Notwithstanding any review, approval, acceptance, or payment for the services by HCPS, the Provider shall be responsible for professional and technical accuracy of its work furnished by the Provider under this agreement.

21.4. HCPS review, approval, or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Provider shall be and remain liable to HCPS in accordance with applicable law for all damages to HCPS caused by the Provider's negligent performance of any or the services furnished under this Agreement.

21.5. The rights and remedies of HCPS provided for under this Agreement are in addition to any rights and remedies provided by law.

21.6. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Provider shall call to the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.

21.7. Any deviations to the specifications or statement of work must be clearly noted in detail by the Provider, in writing, at the time of submittal of the formal proposal.

21.8. The Provider shall and will, in good professional manner, do and perform all services, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Agreement, within the time herein specified, in accordance with the provisions of this Agreement and said specifications and in accordance with the specifications covered by this Agreement and any and all supplemental specifications, and in accordance with the directions of the Board of Education as given from time to time during the progress of the work. The Provider shall observe, comply with and be subject to all terms conditions, requirements and limitations of the Agreement and Specifications and shall do, carry on and complete the entire work to the complete satisfaction of the Board of Education.

21.9. Provider may be required pursuant to the Business Regulation Article of the Maryland Code, to provide proof of Certificate of Registry.

22. CHANGES, ALTERATIONS, OR MODIFICATIONS

22.1. HCPS shall have the right, at its discretion, to change, alter, or modify the services provided for in this agreement and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the Provider or in the Agreement cost thereof.

22.2. If such changes cause an increase or decrease in the Provider's cost of, or time required for, performance of any service under this Agreement, whether or not changed by an order, an equitable adjustment shall be made, and the Agreement shall be modified in writing accordingly. Any claim of the Provider for adjustment under this clause must be asserted in writing with thirty (30) days from the date of receipt by the Provider of the notification of change unless the Contract Administrator or his duly authorized representative grants a further period of time before the date of final payment under the Agreement.

22.3. No services for which an additional cost or fee will be charged by the Provider without prior written authorization of a change order. Any changes to the Scope of the Services must be made in writing and signed by both parties ("Change Order") or if the Change Order is made via email to the other party's designated contact person, the receiving party will have five business days to reject the Change Order. Each accepted Change Order will be incorporated herein by reference and subject to the terms and conditions of this Agreement.

23. SUB-PROVIDER OR ASSIGNMENT

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors and assigns, provided any such General Provisions for Professional Services successor to the Provider, whether such successor or assign be an individual, a partnership, or a corporation, is acceptable to HCPS, and neither this Agreement or the services to be performed thereunder shall be a sub-Provider, or assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of HCPS.

24. DELAYS AND EXTENSIONS

The Provider shall pursue the work continuously and diligently and no charges or claims for damages shall be made by the Provider for any delays, acceleration or hindrance, from any cause whatsoever, during the progress of any portion of the services specified in this agreement. Such delays, acceleration or hindrances, if any, may be compensated for by an extension of time for such reasonable period as HCPS may decide. Time extensions will be granted only for excusable delays such as delays beyond the control of and without the fault or negligence of the Provider.

25. ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor to fulfill Agreements solicited by HCPS is in violation of the law and is strictly prohibited. Providers and sub-Providers 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.

26. EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

26.1. If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Awarded Offeror, the Awarded Offeror is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any HCPS property, including the project property. Violation of this provision may result in Termination for Cause.

- 26.2. Provider acknowledges and agrees that, pursuant to Section §6-113 of the Education Article of Maryland Code, Provider is prohibited from knowingly assigning or permitting its Sub-Provider from knowingly assigning any of the Provider's or Sub-Provider's employees to work in, on or about school premises if such employee may or would have direct, unsupervised and uncontrolled access to children if the employee has been convicted of, pled guilty or *nolo contendere*, to any of the following crimes.
- 26.3. A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
- 26.4. Child sexual abuse under §3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under §3-602 of the Criminal Law Article if committed in Maryland; or
- 26.5. 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 violation of §14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under §3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.
- 26.6. Direct unsupervised and uncontrolled access with students is prohibited. If you, as the Provider/Site Supervisor, witness or suspect your employee(s) entering into a student area, action must be taken immediately to rectify the situation.
- 26.7. The apparent low offeror shall complete and submit the Employment of Sex Offenders and Other Criminal Offenders Affidavit, which is specified in the bid documents within ten (10) working days of receiving notification of potential award.

27. CRIMINAL BACKGROUND CHECKS FOR AGREEMENTORS

Amendments to Section §5-561 of the Family Law Article of the Maryland Code effective July 1, 2015, require each Provider and Sub-Provider with a local school system to ensure that any individuals in their work force undergo a criminal background check and fingerprinting if such individual will work in, on or about school premises and the individual will have direct, unsupervised and uncontrolled access to children.

The term "**work force**" means any of the Provider's employees or Sub-Providers and their employees.

This Agreement shall cause any member of Provider's work force to undergo a criminal history background check, including fingerprinting, if such work force member may or will work in, on or about school premises and may, or will have direct, unsupervised and uncontrolled access to children. Such background check and fingerprinting shall meet the requirements of Section §5-560 to §5-569 of the Family Law Article of the Maryland Code. The cost of such criminal background check and fingerprinting shall be paid by Provider. HCPS shall have the right, in its sole discretion, to prohibit any individual from performing any work at, or in or about school premises based on such individual's criminal background check.

28. SEX OFFENDER REGISTRATION

Section §11-722 of the Criminal Procedure Article of the Maryland Code prohibits any person with an Agreement with a local Maryland school system from knowingly employing an individual to work at the school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedure Article.

29. LABOR AND RATES OF PAY

29.1. The Awarded Provider agrees that it shall abide by all applicable provisions of Federal and State law and regulation pertaining to workplace conditions, child labor and that all employees will be treated with dignity and respect.

29.2. The Awarded Provider agrees to comply with all applicable Federal and State law and regulation relating to payment of wages.

30. **PROCUREMENT-INVESTMENT ACTIVITIES IN IRAN**

The Awarded Provider agrees that it shall abide by and comply with Section 17-701 et seq. of the State Finance and Procurement Article of the Maryland Code, regarding business in Iran.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

Name:
Title:
Date:

HARFORD COUNTY PUBLIC SCHOOLS:

Name:
Title:
Date:

ATTEST:

Name:
Title:
Date:

PROVIDER: _____

Name:
Title:
Date:

EXHIBIT A (SCOPE OF SERVICES)

1. Contractor shall furnish contracted school bus transportation services for students and other authorized persons (hereinafter referred to as "Transportation Services") in accordance with the terms of this agreement for the services as specified within this Request for Qualification for On-Call Student Transportation Services. The Board may change the routes and related schedules assigned to the Contractor to meet the transportation requirements of the Board. Contractor shall accept any reasonable change of route and schedule upon notice thereof from the Board and shall be compensated for such changes. Contractor shall not deviate from routes assigned to it without the consent of the Board.
2. Transportation shall be furnished to the students and other persons designated by the Board and to no other persons. Upon request by a school administrator, a temporary bus assignment for students other than those regularly riding the bus may be issued if space allows.
3. Board shall pay Contractor the compensation in accordance with Exhibit B "Fees" and quote when services are requested.
4. Contractor, in performing this Contract, shall utilize school buses that meet the requirements of all state laws, rules, and regulations and Board policies and is approved by the Board. Contractor shall maintain all such school buses in a clean, safe and operable condition at all times. Contractor shall furnish all maintenance, repairs, fuels, oil, parts and labor required for the operation of any such school bus. With the exception of onboard surveillance systems, which shall be paid for by the Board, any extra equipment for the school bus required by the Board shall be paid for by the Board and maintained by Contractor at Contractor's expense. Any extra equipment not required by the Board shall be paid for and maintained by the Contractor at the Contractor's expense.
5. Contractor shall permit the inspection of any school bus it utilized or may utilize to perform this Contract at all reasonable times by persons designated by the Board. Contractor shall promptly correct or cause to be corrected, within prescribed times, all defects or deficiencies reported to Contractor upon inspection of the school bus. Contractor, by authorized signature, shall certify to the repairs made or other work performed and shall return the inspection report to the Board before end of prescribed times. Any school bus determined to be unsafe, for any major defect stated in Code of Maryland Regulations ("COMAR") or any HCPS Transportation Standards, shall immediately be taken out of service by Contractor and replaced with another approved school bus at the Contractor's expense until the regular bus is certified safe for service by the inspecting authority. The sue of a school bus determined to be unsafe by HCPS or the Maryland Motor Vehicle Administration by Contractor is grounds for suspension of all payments to Contractor by the Board and for termination of this Contract by the Board.
6. Contractor shall cause any member of Contractor's work force who shall perform any duties pursuant to this Contract to undergo a criminal history background check, including fingerprinting. Such background check and fingerprinting shall meet the requirements of Section 5-560 to 5-569 of the Family Law Article of the Maryland Code. The cost of such criminal background checks and fingerprinting required above shall be provided to HCPS prior to Contractor work force commencing any work under the Contract. HCPS shall have the right, in its sole discretion, to prohibit any individual from performing any work pursuant to this Contract based on such individual's criminal background check. "Work force" means any employee of the Contractor; any Sub-Contractor of the Contractor or the employee of the Sub-Contractor, but shall specifically, exclude individuals who have no contact with students, such as, for example, mechanics who may perform maintenance or repair work on buses.
7. Drivers shall meet or exceed all standards required by law and the Board applicable to driving or operating a school bus as required herein. The Board's approval is a condition precedent to any driver employment agreement with a Contractor for the purposes of driving a school bus pursuant to the agreement.
8. Contractor agrees to provide all information to the Board regarding Contractor's driver's drug or alcohol testing as required by Federal or State law or regulation.
9. Drivers Responsibilities
 - a. Drivers shall not consume or use tobacco products, vaporizers or e-cigarettes and drivers shall not possess alcoholic beverages, illegal drugs or prescription drugs which driver is not authorized to consume, while present on or operating a school bus pursuant to this Contract, and he/she shall not be

under the influence of alcohol or illegal drugs or prescription drugs which driver is not authorized to consume while operating such bus.

- b. Drivers shall not use a cellular phone or electronic device while operating a bus pursuant to this Contract, except in case of an emergency.
 - c. In the event any driver of a bus violates the above provisions, the Board shall notify the Contractor and driver in question and shall give the Contractor and driver the opportunity to respond to the allegation, and the driver shall be subject to discipline up to and including decertification/disqualification at the Board's discretion.
 - d. Drivers shall exercise due and reasonable care of students at all times while operating a school bus pursuant to this Contract. Drivers shall promptly report the details of any misconduct or breach of order and discipline to the appropriate school administrator. Drivers shall, while operating a school bus pursuant to this Contract, observe the highest possible standards of safe driving at all times and strictly comply with the rules of the road and all provisions of the Maryland motor vehicle laws. Contractor and Contractor's drivers shall take every precaution to insure the safety of passengers.
 - e. Contractor and drivers shall attend all training meeting upon notice by the Board and they shall promptly file all reports in an accurate manner as required by the Board.
10. Parties agree to comply with any provisions of law, Federal, State or Local, which may hereafter occur and which relate to the transportation of public school students by buses.
 11. If Contractor is aggrieved by a decision of the Board or the Superintendent concerning the interpretation or implementation of this Contract, Contractor shall be entitled to all appeal rights under Section 4-205(c)(3) of the Education Article.
 12. Contractor may assign this Contract, or any part thereof, with the express written consent of Board.
 13. Except for the Board's hearing authority in Exhibit A, Scope of Work, Section 11, the Board's authority under this Contract may be exercised by the Superintendent or the Superintendent's designee.
 14. No modification or waiver by the parties of any of the terms of this Contract shall be valid unless in writing and executed with the same formality as this Contract. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.
 15. This Contract contains the entire understanding of the parties. There are no representations, warranties, promises, covenants, or undertaking other than those expressly set forth herein. This agreement shall be binding upon the parties, their successors, personal representatives and heirs.

EXHIBIT B (FEES)

ATTACHMENT I

Pre-Qualification Questionnaire (To be submitted with the Technical Proposal)

Information furnished in response to this Questionnaire and any verification made by HCPS provide a basis for determining the responsibility of Offerors. If the experience or background of the Offeror is deemed insufficient by HCPS, the Offeror may be determined not responsible. If necessary, add additional sheets to complete answers to the questions below.

- 1) Will your company be expanding its inventory or downsizing inventory over the term of the contract?

- 2) Implementation Plan: Describe how your company would respond to our on-call request. How will you deliver services upon notification?

- 3) Emergency Management Plan: Describe your company's process for handling roadside emergency situations such as breakdowns, accidents, etc.

- 4) Compliance:

- a. Has your company or any of its officers or employees ever been found guilty of any criminal act in regard to the performance of a government contract or subjected to any penalty, or liquidated damages arising out of poor or non-performance? Explain.

Pre-Qualification Questionnaire - continued
(To be submitted with the Technical Proposal)

- b. Has your company ever been suspended or debarred bidding on contracts by any other Local, State, or Federal organization for any reason? Explain.

ATTACHMENT J
SIGNATURE SHEET
(To be submitted with Technical Proposal)

I/We agree to provide the services in accordance with the accompanying requirements and all conditions, provisions, attachments and any addenda to this RFQu.

Company	Authorized Representative (print)
Address	Signature
Address (continued)	Title (print)
Name of Firm's Contract Administrator	Phone Number of Authorized Representative
Phone Number of Firm's Contract Administrator	E-mail Address of Authorized Representative
E-mail Address of Firm's Contract Administrator	Federal I.D. Number

Acknowledgement of Addenda (if issued)

I/We acknowledge receipt of the following Addenda:

- No. _____, Dated _____
- No. _____, Dated _____
- No. _____, Dated _____

ATTACHMENT K

QUESTIONS PAGE

Pre-Proposal Conference
January 15, 2019 at 10:00 am (local time)

Harford County Public Schools
Administration Building, Purchasing Conference Room
102 S. Hickory Avenue, Bel Air, MD 21014

Vendor Name: _____

1). _____

2). _____

3). _____

4). _____

***Note:** Utilize this page for questions for the Pre-Proposal Meeting. Questions that are deemed to be substantive in nature will be answered in writing, with both the question(s) and answer(s) being addressed in the form of an Addendum.

PRICE PROPOSAL

(To be submitted with Price Proposal – under separate sealed submittal)

Below are average routes for each high school, which are used for evaluation purposes only. These base and extended rates will be used for a basis for negotiations for when a quote is requested. The time and mileage are calculated from the first (1st) morning pick-up location to the last morning school served and from the first (1st) afternoon school served to the last afternoon drop-off location. The Base Rate is minimum 55 miles and 4 hours per day. The Extended Rate is time and mileage over and above the minimum 55 miles and 4 hours per day.

School Area (Refer to Attachment A)	Sample Route		Base Time (4 hours)	Base Mileage (55 miles)	Extended Time (Over 4 hours)	Extended Mileage (Over 55 miles)
	Time	Mileage				
Aberdeen High	3 hrs 34 min	49.8	\$	\$	\$	\$
Bel Air High	2 hrs 46 min	52.0	\$	\$	\$	\$
C. Milton Wright High	2 hrs 40 min	42.6	\$	\$	\$	\$
Edgewood High	3 hrs 8 min	51.4	\$	\$	\$	\$
Fallston High	3 hrs 2 min	62.2	\$	\$	\$	\$
Havre de Grace High	2 hrs 50 min	46.0	\$	\$	\$	\$
Harford Technical High	2 hr 58 min	64.0	\$	\$	\$	\$
Joppatowne High	3 hrs 16 min	52.4	\$	\$	\$	\$
North Harford High	1 hr 50 min	77.0	\$	\$	\$	\$
Patterson Mill High	3 hrs	35.0	\$	\$	\$	\$

Any additional costs that may be associated with these services:
