

BALTIMORE CITY PUBLIC SCHOOLS

200 EAST NORTH AVENUE
BALTIMORE, MD 2120

REQUEST FOR INFORMATION
ALTERNATE VEHICLE TRANSPORTATION SERVICES
RFI-22046

ISSUED BY: Procurement Office
Baltimore City Public Schools
200 East North Avenue, Room 401
Baltimore, MD 21202
Attention: Ted King

RFI NUMBER: RFI-22046

RELEASE DATE: Tuesday, April 5, 2022

RFI CONFERENCE CALL Thursday, April 21, 2022 @ 11:00 a.m.,
Held virtually via a Microsoft Teams Meeting

QUESTIONS DUE: Friday, April 22, 2022 @ 4:00 p.m.

PROPOSAL DUE DATE: Thursday, May 5, 2021 @ 11:00 a.m.
Submitted electronically to emma.maryland.gov.

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Entities are cautioned not to make changes to any of the terms and conditions in this solicitation. Doing so may render an Entity's Proposal unacceptable and subject to rejection. Questions and inquiries may be addressed as outlined in Part II, Item 4 of this solicitation. Any exceptions to the Baltimore City Public Schools' ("City Schools'") terms and conditions are not binding unless they are negotiated and affirmatively deemed mutually agreeable by the Entity and City Schools in an executed Contract. City Schools is not required to negotiate changes to its terms and conditions.

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PART I: SCOPE OF WORK

1.0 INTRODUCTION AND DEFINITIONS

Baltimore City Public Schools (City Schools) is issuing this Request for Information (RFI) to obtain general information on Alternate Vehicle Transportation Services. The District is requesting that interested vendors submit a transportation contract that was awarded via a competitive procurement process (RFP or IFB). City Schools would then piggyback that contract.

For the purposes of this RFI, the following definitions apply: “**City Schools**” refers to the Baltimore City Board of School Commissioners, which operates a system of public schools commonly known as the Baltimore City Public School System or Baltimore City Public Schools; “**Entity**” means any qualified, reliable, and interested broker, vendor, bidder, consultant, contractor, manufacturer, and/or other entity that responds to this RFI, as well as the entity awarded a Contract or otherwise duly authorized by City Schools to provide Services in accordance with applicable Laws; “**Contract**” or “**Agreement**” refers to the legally enforceable contract or agreement between City Schools and the Entity that is the successful respondent to this RFI; “**Services**” or “**Work**” refers to the work, deliverables, products, goods, materials, equipment, and/or services required to be provided or performed by the Entity under the terms of the Agreement; “**Law**” or “**Laws**” refers to any applicable federal, state, and local laws, regulations and rules, as well as Baltimore City Board of School Commissioners policies and administrative regulations, which are available at this link: www.baltimorecityschools.org/board-policies; and “**Proposal**” means a bid or submission to City Schools in response to this RFI.

2.0 BACKGROUND

City Schools serves the needs of public education in Baltimore City, covering approximately 77 square miles, with a residential population of more than 646,000. It is the fourth largest public-school system in the State of Maryland. City Schools operates 156 facilities over a ten-mile radius, which includes Pre-k, elementary, middle, and high schools as well as special education centers and alternative schools. The Central administration headquarters is located at 200 East North Avenue, Baltimore, Maryland.

City Schools is governed by the Baltimore City Board of School Commissioners (“Board”), which has 10 members (including a student member). The Board is appointed by the Mayor of Baltimore. The Board sets and oversees policy and implementation of regulations for the school system and approves all major appointments. The City Schools Chief Executive Officer reports to the Board.

City Schools currently has approximately 79,000 students supported by approximately 10,000 employees and an annual operating budget of approximately \$1.3B.

Due to the national shortage of CDL licensed drivers, the State of Maryland is now allowing school districts to transport students in vehicles other than the traditional yellow school bus. Vehicles such as passenger vans, sedans, sport utility vehicles (SUVs), and motor coach vehicles are allowed to transport students to schools and to school related events.

2.1.0 GENERAL INSTRUCTIONS AND SCOPE OF SERVICES

City Schools seeks contractor transportation services utilizing Alternate Vehicles. City Schools estimates that the route awards will be made in two groups. These estimates may change as the requirements of City Schools change:

- Curb to Curb – 54 routes (pickups are at specific addresses)
- Curb to Curb with wheelchair lift - 2 Routes
- Non-Public-27 routes (pickups are at specific addresses)
- Corner to Corner – 8 routes (pick-ups are at designated corners)
- Swing Space- 14 routes (pick-ups are at designated corners)

- Curb to Curb population is approximately 5,200
- Corner to Corner population is approximately 2,400
- Wheelchair population is approximately 200.
- Swing Space population is approximately 1,500.
- Non-Public population is approximately 500.

Currently, City Schools uses a combination of private contractors and an internal fleet of school buses.

Glossary of Terms

1. **Active Time** means the time transporting students rather than the time driving the school vehicle without passengers.
2. **COMAR** is the abbreviation for the Code of Maryland Regulations
3. **Corner-to-Corner transportation** means transportation services provided to students who can utilize regular modes of transportation whose pick-up shall be from the closest public access to the student's residence;
4. **Curb-to-curb transportation** means transportation services provided to students who are not able to utilize regular modes of transportation whose pick-up shall be from the closest public access to the student's residence;
5. **Daily rate** means the rate paid to provide school vehicle transportation for the entire school day including all deadhead time and mileage, there will not be any over the Daily rate payments (Corner to Corner and Swing Space routes)
6. **Deadhead** means vehicle travel time to or from the garage and a terminus point where active time begins or ends, also means the movement of a school vehicle without passengers aboard.
7. **Drop-off location** means designated locations upon a route, where specific students disembark the vehicle.
8. **Garage** means the place where revenue vehicles are stored and maintained and from where they are dispatched and recovered for the delivery of scheduled service.

9. **Mileage rate** means the rate per mile for school vehicle transportation for the routes designated for Curb-to-Curb and Wheelchair routes.
10. **Non-Public** means transportation services provided to students who can be placed in a public school. Non-public students whose pick-up shall be from the closest public access to the student's residence.
11. **Pick-up location** means designated locations upon a route, where specific students board the vehicle.
12. **Route** means an established series of streets, roads and turns connecting two specified locations (a terminus point), by which the vendor will transport students from pick-up locations to a school building or educational facility, and from a school building or educational facility to drop-off locations, during specified time frames.
13. **Swing Space** means the space that is available for students and staff while their school building is being renovated or built. Swing space can be another school building or space within an existing building. (Like a shuttle vehicle service)
14. **School Vehicle** means a school vehicle that:
 - i. Is designed and constructed to carry passengers;
 - ii. Is either of the body-on-chassis type construction or integral type construction; and
 - iii. Has a GVW between 9,000 and 12,000 and provides a minimum of 13 inches of seating space per passenger.
 - iv. Has a capacity of 8-12 passengers.
15. **Wheelchair** means transportation services provided to students who are able to utilize a specially equipped school vehicle for the disabled. The school vehicle shall comply with Federal Regulation Title 49 Subtitle A, Part 38.23 Mobility aid accessibility. The pick-up shall be from the closest public access to the student's residence.

3.0 SCOPE OF SERVICES

The general scope of work shall consist of supplying vehicles, vehicle drivers, and attendants for daily transportation to-and-from school, special education transportation, pre-k, kindergarten transportation, after school support services, summer school transportation, non-public, extended school year programs, athletic trips to and from games, cultural field trips, shuttle operations and other supporting programs.

3.1 CONTRACTOR EXPERIENCE

A. Contractor Knowledge

Conditions of service, insurance, performance, equipment, operation, compensation, and

other operating requirements are contained in these specifications and are a part of the contract between the Contractor and City Schools. It is the responsibility of Contractors to be familiar with the requirements of these specifications. Any cost in the operation of a vehicle, including but not limited to insurance, vehicle personnel salary (both the driver and attendant), fuel, etc., which is not specifically addressed in these specifications shall be considered to be accounted for in the contractor's bid price. Contractors shall comply with all federal and Maryland State laws, regulations, and rules, all Baltimore City Public Schools' Board policies and procedures, and all City Schools' administrative policies and procedures that apply to pupil transportation and with the specifications outlined below. These specifications are the route assignment guidelines and the operating sections of the contract for transportation services. Contractors must be familiar with the provisions contained in these specifications and must strictly follow these specifications in all subsequent transportation operations for City Schools resulting from the award of service under these specifications.

B. Contractor Qualifications

The Director of the Office of Pupil Transportation will recommend to the Board an award for each contractor based on the criteria set forth below:

- 1) The operational record of the Contractor in providing pupil transportation to school districts (Maryland, Virginia, Washington D.C, and Pennsylvania Local Educational Agencies ("LEA") or LEAs in other states), including:
 - Type and scope of verifiable training and supervisory activities,
 - The type of operations performed,
 - The history of a Contractor management, dispatch, safety, and training staff in performing pupil transportation services,
 - On time performance record,
 - Incidents of unacceptable driver conduct,
 - Previous compliance with contract specifications and conditions,
 - Previous compliance with operational guidelines and directives,
 - History of major and minor defects detected by inspections of vehicles for the last five years.
 - Information regarding failure to report to scheduled inspections on time over the last five years.

- 2) The safety record of the Contractor in providing pupil transportation to school districts including:
 - Previous compliance with the training and supervisory conditions,
 - The accident/incident history of the Contractor,
 - Previous compliance of contractor with school district rules, policies, and contract requirements,
 - Previous compliance of the Contractor with safety related operational directives.

- 3) Violations by the Contractor of State, Federal, or local laws and regulations, school district policies, and/or previous Specifications for Pupil Transportation.

- 4) The Contractor's litigation history and outcomes in regard to school districts in the last 10 years.

- 5) Contractor must provide evidence with their bids of their ability to supply equipment meeting the standards contained in these specifications. Evidence may consist of:
- a. A listing of currently owned vehicles meeting Maryland school vehicle standards, including model year, chassis make, body make, Vehicle Identification Number (VIN), and license plate numbers, and a notarized statement signed by the chief operating officer of the bidding corporation guaranteeing that the equipment shown on the list submitted with the bid document will be available to be utilized on City Schools' route service awarded to the Contractor.
 - b. A signed and notarized certification from an authorized officer of the school vehicle body manufacturer, or its authorized representative, stating that there is an unconditional agreement between the manufacturer and the Contractor for the Contractor to purchase new equipment meeting Maryland school vehicle standards of sufficient quantity to service the submitted bid, that this equipment will be provided to the Contractor prior to the scheduled date of the start of service under this contract, and that satisfactory arrangements have been made for financing the vehicle purchases; and a notarized statement signed by the chief operating officer of the bidding corporation guaranteeing that the equipment referenced in the manufacturer's letter will be utilized on City Schools' route service if the Contractor is awarded service. The agreement for the purchase of equipment may include a contingency allowing the Contractor to reduce the number of vehicles purchased to the number of Routes awarded to the Contractor and the number of spare vehicles required under these Specifications. The Contractor is required to have adequate amount of vehicles and spare vehicles to service City Schools' contracted requirements.
 - c. A listing of used equipment meeting Maryland school vehicle standards, including model year, chassis make, body make, Vehicle Identification Number (VIN), and license plate numbers, that are currently owned by another person or corporation, written on the letterhead of that person or corporation, certifying that the equipment contained on the listing is available to the Contractor for purchase or lease; and a notarized statement signed by the owner, or chief operating officer of the owning corporation, guaranteeing that the equipment contained on the equipment list submitted with the bid document will be provided to the Contractor prior to the start of the 2018-2019 school year; and a notarized statement signed by the chief operating officer of the bidding corporation guaranteeing that the equipment referenced in the equipment owners certification letter will be utilized on City Schools' route service if the Contractor is awarded service.
 - d. The agreement for the purchase or lease of equipment may include a contingency allowing the Contractor to reduce the number of vehicles purchased to the number of Routes awarded to the Contractor and the number of spare vehicles required under these Specifications. All vehicles submitted as available equipment by a Contractor must meet the requirements of all applicable Federal, State, and local laws and regulations, and all applicable Board policies and procedures.

The above list is not all inclusive. If Contractor has additional evidence of effectiveness and of their ability to supply equipment meeting the standards contained in these specifications, that evidence additional to those outlined above may be considered.

C. Exclusive Use Contract

City Schools shall have the exclusive use of all school vehicles while those school vehicles are performing service under this contract. Contractor is strictly prohibited from using school vehicles contracted to City Schools to provide service to any other group or organization while operating in-service under this contract. This clause shall not prohibit the contractor from chartering school vehicles to outside groups and organizations when the vehicles are not under service to City Schools, or from operating City Schools field trips, athletic trips, and Community Education trips in sequence with service for other school districts and organizations if the trip order does not require that the vehicles remain with the group. Under no circumstances are any non-City Schools passengers to be transported with City Schools' passengers without the prior written authorization of the City Schools Office of Pupil Transportation.

Contractor shall not charge any person or entity for the transportation provided by school vehicles operating under this contract. Contractor is prohibited from carrying unauthorized passengers on City Schools' Routes. This includes, but is not limited to, unauthorized pupils, students residing in other school districts serviced by the contractor, friends, children, or family members of the school vehicle personnel, and unauthorized company employees.

D. Contractor Performance Standards

Contractor is required to provide quality service in accordance with all State and Federal Laws, City Schools' policies and the directives of the Chief Executive Officer of City Schools.

E. Contractor is not an agent of City Schools

The Board and Contractor recognize and agree that Contractor is an independent contractor, and that neither Contractor nor any of Contractor's employees or agents is an employee of the Board or of the Mayor and City Council of Baltimore (the "City").

3.2 SCHOOL ROUTES

A. Route Assignment

City Schools shall identify the geographic areas that comprise the routes, specific schools served and student pick-up and drop-off locations that will be assigned by OPT. OPT reserves the right to make changes to the route assignment on an as needed basis.

B. Route Familiarity

Awarded Contractors for both regular and special education routes must require that each regularly assigned driver travel over the assigned routes on a "dry run" on a weekday at the time specified on the route sheet during the week prior to the start of the school year. A "dry run" is defined as travel on the assigned Routes prior to the start of the assigned route for the upcoming school year in order to ensure familiarity with the assigned Routes. The dry run must include both the A.M. and P.M. Routes. If a route includes both the A.M. and P.M. trip for a school, the driver must run the A.M. trip in the stop order of the route copy and the P.M. trip in the return stop order. Where midday service has been included to the route, the same conditions apply.

Contractors are required to complete a "dry run" Verification Form issued by City Schools for each school and to hand those into City Schools Transportation Customer Service

representatives via e-mail within two (2) business days after the routes are assigned. The form must be signed at the drop off time and the pickup time by a school employee.

Drivers are required to be familiar with the routes on the opening day of school. Contractors are responsible for all errors committed by drivers who are unfamiliar with the routes and who did not complete the required dry runs prior to the start of service. Route service may include transportation to school facilities located outside the incorporated limits of Baltimore City or to student residences located outside the incorporated limits of Baltimore City.

3.3 OPERATIONS

A. School Vehicle Priority

City Schools shall have priority usage of any school vehicle and the services related thereto. Contractual details for time and mileage, length of day, emergencies and other adjustments occurring from year-to-year and day-to-day require that priority be maintained in favor of City Schools. Services with vehicles scheduled to work for City Schools shall be provided first to City Schools as directed by the OPT and then to other customers of the contractor.

Contractors shall provide vehicles, as hereafter defined and specified, to service the requirements of each route in the route description. Among other requirements, vehicles shall meet vehicle specifications and timing requirements identified in this solicitation. Upon acceptance as a City Schools certified vehicle, these vehicles shall be assigned to routes and shall service the routes assigned by City Schools for the entire term of the agreement, unless maintenance requirements dictate replacement or repair. In the event of casualty of loss or should a contractor choose to replace the regularly assigned vehicle, the replacement vehicle shall be presented to City Schools for review and acceptance by City Schools for vehicle certification and have equivalent or enhanced specification of the vehicle being replaced. Each requirement shall be fulfilled PRIOR to placing the replacement vehicle into service for or on behalf of contracts with City Schools. No replacement vehicle shall be placed into service without written consent of City Schools.

B. Assignment of Responsibilities by the Contractor

The assignment of this contract in whole or in part to successors, associated companies, or any other parties by the contractor for any reason is hereby specifically prohibited without the prior written approval of City Schools. The school vehicle contractor shall not assign the contract, in whole or in part, without the prior written consent of the Director of the Office of Procurement or designee of the Director.

This does not prohibit the contractor from using another approved contractor, with City Schools' prior written consent, to provide transportation in the event of an emergency. The contractor shall provide notice of the use of a substitute contractor to the Director of the Office of Pupil Transportation on the day it occurs. An emergency event is defined as that event which has need for substitutions of one (1) day or less. Any contractor substitutions shall require the approval of the Director of the Office of Pupil Transportation. The Board, through the Director of Pupil Transportation, shall express said approval in writing. If a subcontractor is approved by the Director of the Office of Pupil Transportation, the primary contractor shall be fully responsible to the Board of School Commissioners for any acts and omissions of their subcontractors and of persons directly or indirectly employed by them. The subcontractor's vehicles shall adhere to the same requirements as the contractor's as detailed in these specifications, and final contract documents. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and

the Board of School Commissioners. The substitute contractor cannot have been debarred from entering into any contract by any public entity.

C. Passengers

Contractor shall use the school vehicles that provide services under this solicitation to provide transportation to students assigned to the vehicle route description or a designated scheduled period, and to other persons designated by City Schools. Transportation or occupancy on the vehicle shall not be provided to any other persons, except as approved by City Schools. This paragraph shall not be construed to limit the use of the vehicle when the vehicle is not servicing City Schools' contract. The contractor may pursue other customer uses between and during City Schools designated period for so long as there is not concurrent servicing or occupancy of passengers and not interference with the assignment provided by City Schools. City Schools' contract shall take priority over all others at all times. During other contractor customer uses, contractor shall not in any way state specifically, or by inference or implication, that such use is at the allowance of, request of, or in operation of the contractual relationship between City Schools and the contractor. City Schools shall be held harmless and not deemed liable to any third party for any injury, damage or otherwise, for such other commercial or customer uses.

D. Route Designation

Route assignments are subject to change at the discretion of City Schools over the term of the service contract. City Schools shall designate vehicle stops and time schedules for vehicle operation. The contractor shall ensure that the vehicle operator does not unnecessarily deviate from the assigned route without the approval of City Schools. Route adjustments for increased or decreased miles and hours will be determined by the Director of the Office of Pupil Transportation or designee. The school calendar identifies the days that schools will be in session, including all scheduled early dismissals and late openings. The Board of School Commissioners reserves the right to modify schedules as it deems appropriate.

E. Spare Vehicle Requirements

The spare vehicle shall meet the School Vehicle Equipment Regulations as outlined in this solicitation.

F. Athletics Trips

Contractor understands and agrees that transportation it provides for City Schools Athletic Trips may require that the contractor transport City Schools' students/passengers to multiple events/locations. **Athletic trips shall not impact regular route assignments.** The contractor shall not invoice the Board for multiple events/locations for transportation services that fall within the time and mileage limits of a single Athletic Trip, e.g. When two or more schools are picked up together to attend a single event because of the number of participants or when students at a school are picked up at the same time to attend events at more than one physical location.

G. Tobacco-Free and Alcohol/Drug-Free Environment

The Board maintains a tobacco, alcohol and drug-free environment. This is to advise all Contractors that school policy regarding the sale or use of tobacco, alcohol or drugs, in any form or related products, is prohibited in school buildings, or on school grounds at all times.

OPT guidelines also prohibit any use of tobacco, alcohol or drugs, in any form, on school vehicles while under contract to the Board.

Persons found to violate this policy will be required to remove the product in question and themselves from the school premises and may be subject to other administrative or legal action.

Contractor's employees or agents may not use any tobacco, alcohol, or controlled substances while providing the services under this solicitation. Tobacco consumption is prohibited on school vehicles. Contractor's employees or agents may not possess or use any alcoholic beverage or controlled dangerous substance or use any other substance that may impair individual ability to perform any assigned duty, while working on a school vehicle, during the duty day, or during any period prior to engaging in employment activities when the alcoholic beverage, controlled dangerous substance, or other substance could in any way impair subsequent ability to perform any assigned duty.

Nothing in the previous sentence acts to modify the substantive and procedural requirements of the drug and alcohol testing program required by federal, state, or local laws or regulations, or City Schools' policies and procedures. Contractor may not permit others to possess or use any alcoholic beverage or controlled dangerous substance on a school vehicle. In addition to the Board's ability to exercise any of its rights for default, violation of this provision may subject the Contractor and/or its employees to other consequences pursuant to applicable law, including termination of the agreement.

3.4 SCHOOL VEHICLE EQUIPMENT REGULATIONS

- A.** Contractor's equipment shall comply with all federal, state, and local laws and regulations, and as amended, and Board policies and procedures that relate to the performance of services under the contract documents. Said laws, regulations, policies and procedures include, but are not limited to, the following:
- United States Department of Transportation Code of Federal Regulations-Transportation ("CFR"), Title 49, Subtitle B,
 - The Code of Maryland Regulations ("COMAR") 11.19.02 Maryland State Motor Vehicle Administration, (MVA) State Specifications, Title 11, Department of Transportation, Subtitle 19 Motor Vehicle Administration – School Vehicles,
 - COMAR 13A.06.07, Maryland State Board of Education, Subtitle 06 Supporting Programs, Chapter 07 Student Transportation,
 - City Schools' Pupil Transportation Procedures Manual.
- B.** Current vehicles provided by existing contractors will be acceptable for use on this contract up to the end of the 12th year of service. Any replacement vehicles purchased by the existing contractors for vehicles going out of service will be acceptable for use on this contract up to the end of the 12th year of service. All new contractors will be allowed to use vehicles for this contract up to the end of the 12th year of service.

3.5 INSURANCE

If a contractor fails to comply strictly with the insurance requirements in this solicitation, the contractor's bid shall be considered non-responsive and therefore not susceptible for award. Certificates of insurance showing the proper insurance coverage is a requirement of the Bid Response package. This information will be kept on file in OPT and the City of Baltimore's Office of Risk Management. All Certificates of Insurance will be considered unacceptable if phrases such as "endeavor to and/or "failure to mail such notice shall impose no liability of

any kind upon the insurance company, its agents or representatives” or any equivalent exculpatory or limiting language appears on the certificates.

Copies of the insurance policies clearly showing the issuance date and coverage in force shall be furnished to City Schools with the bid response. Any and all changes to the insurance policy during the contract term must be submitted for approval to City Schools OPT.

Failure to provide and continue to maintain the insurance coverage for the term of the contract shall be deemed a material breach of contract and may result in termination of the contract. The provisions of any insurance herein do not relieve the contractor of any responsibilities or obligations the contractor has assumed in the contract or for which the contractor may be liable by law or otherwise.

A. Contractor shall be required to purchase and maintain the types of insurance described below:

1) Liability Insurance

Contractor shall provide and keep in force during the term of the contract, Automobile (motor vehicle) liability insurance, and Property Damage liability insurance, to protect pupils, employees, and the public. Should coverage be cancelled for any reason, City Schools reserves the right to suspend payment until coverage is re-instated, secure substitute service, the costs for which shall be borne by the contractor or terminate the contract in whole or in part.

The limits of the liability insurance policy shall not be less than one million dollars (\$1,000,000.00) per occurrence for claims arising out of bodily injuries or death, and property damages, subject to a minimum limit of Three Million Dollars (\$3,000,000) aggregate. The contractor shall also carry property damage coverage in the amount of one hundred thousand dollars (\$100,000.00) per occurrence.

Contractor shall indemnify and hold harmless the Board and the Mayor and City Council of Baltimore City from any claims resulting from, or in the course of, the provision of transportation to assigned pupils on City Schools’ service including claims involving personal injury or property damage.

City Schools, the Mayor of Baltimore City, the City Council or any of their employees or authorized representatives, will not assume any liability resulting from any vehicular accident, driver negligence, or operational negligence, on the part of the contractor. Contractor will provide weekly claim reports including loss run sheets and supporting insurance documents to OPT. Appreciable damages are required in accordance with COMAR 13A.06.07. City Schools will be added as a representative to contact and communicate with contractor insurance holder.

2) Workers Compensation Insurance

Contractors shall provide, at contractor’s expense, Worker’s Compensation insurance as required by the State of Maryland, as well as any similar coverage required for this work by applicable federal laws or the laws of other states.

If Worker’s Compensation insurance is not required by statute, contractor shall nonetheless provide Worker’s Compensation insurance and benefits resulting there

from not by way of limitation or exclusion. Contractor provided Worker's Compensation insurance shall insure all City Schools sponsored pre-service and in-service activities, and further insure for any other activity required or desirable related to acquisition or maintenance of vehicle personnel certification and ordinary operational activities and procedures.

In the event of cancellation, non-renewal or reduction, contractor shall provide written evidence from an alternative or original carrier of re-insurance without lapse of time or value. Said evidence of re-insurance shall be received by City Schools not less than fifteen (15) days prior to the expiration of the original insurance policy.

- B. City Schools' employees, departments, agencies, agents and volunteers shall be covered, by endorsement, as additional insured as respect to liability arising out of activities performed or to be performed by or on behalf of the Contractor in connection with this Agreement.
- C. Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit brought.
- D. Contractor's insurance coverage shall be primary. Any insurance and/or self-insured program maintained by City Schools' employees, departments, agencies, agents and volunteers, shall not contribute with the Contractor's insurance or benefit the Contractor in any way.
- E. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the City and the Board. There will be an exception for non-payment of premium, which requires ten (10) days' notice of cancellation being given to the City and the Board.
- F. Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or, if not rated with Best's with minimum surpluses the equivalent of Bests' surplus size VII and must be licensed/approved to do business in the State of Maryland.
- G. Contractor shall furnish City Schools and the Director of Pupil Transportation, a "Certificate of Insurance" with a copy of the additional insured endorsement as verification that coverage is in force. **City Schools Board reserve the right to require complete copies of insurance policies at any time.**
- H. Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance as required may render this Agreement null and void; provided, however, that no act or omission of the City or the Board shall in any way limit modify or affect the obligations of Contractor under any provision of this Agreement.
- I. Evidence of insurance described herein shall be forwarded to and received by City Schools (Director of the Office of Pupil Transportation) not less than thirty (30) days prior to the commencement of each fiscal year, running July 1st to June 30th.
- J. After award of the contract, the following documents must be submitted to the Director of Pupil Transportation:

- Two (2) copies of a duly signed certificate of insurance showing all coverage and effective dates of the coverage. (Original in Bid Response package). One shall be forwarded to the City of Baltimore's Office of Risk Management.
 - A duly signed insurance policy or a duly signed duplicate copy of the insurance policy.
 - A duly signed endorsement(s) naming City Schools, the Mayor of Baltimore City and the Baltimore City Council as additionally insured.
- K. Notwithstanding any of City Schools other rights and remedies, failure of the contractor to continue the required insurance documentation above will result in the withholding of all payments for service under this contract until all required insurance documentation has been provided and may result in termination of the contract.
- L. All reference to "re-insurance" shall be considered synonymous with "replacement insurance," and all reference to "auto casualty" shall be considered synonymous with "vehicle liability."
- M. Submit all appreciable damages for every accident occurred within 14 business days from the date of the accident.

3.6 SCHOOL VEHICLE EQUIPMENT SPECIFICATIONS

A. Adding a New Vehicle

Contractors must submit a written request of the Director of the Office Pupil Transportation or his/her designee prior to adding new or used vehicles to their fleet that are operating under this contract. New vehicles can only be added after the authorization of the Director of the Office of Pupil Transportation is received.

B. School Vehicles

Vehicles used by Contractor for services rendered to the Board must meet the following requirements

- Passenger Vehicles shall have a minimum manufacturer rated capacity of nine (9) passengers.
- SUVs and Sedans shall have
- Wheelchair lift-equipped vehicles shall have a minimum manufacturer rated capacity of four (4) passengers with a minimum of two (2) wheelchairs in a forward-facing position.

C. Identification and Lettering

- No contractor owned vehicle is allowed to display City Schools' name on the vehicle.
- The contractors' names shall be displayed below the side window line in accordance with COMAR 11.19.02.20.
- Contractors shall not allow vehicles being operated under this contract to service City Schools in any way while displaying any outward markings other than those described in this solicitation, or those otherwise authorized by the Board. Such prohibited markings include, without limitation, the driver's name, banners, signs, flags, or party decorations.

- No Contractor operating under this contract shall allow the display of interior signs, banners, or decorations, including those that may interfere with the vision of the driver, or the safe operation of the school vehicle. Contractor's drivers who violate this clause will be subject to disciplinary action including suspension or removal from City Schools' service, and termination of the agreement.
- Contractors shall not allow vehicles being operated under this contract to service City Schools in any way while displaying any type of advertising signage on the inside or the outside of the vehicle. This clause shall not be construed to prohibit the Contractor from displaying its name, address, unit number, or other legally required lettering and/or numbering.

D. Global Positioning System (GPS) and Mobile Data Terminals (MDTs) Units

Contractor is required to install and use a Global Positioning System (GPS) tracking system unit on its vehicles. These GPS tracking systems are the property of the City Schools. All installation, repair, maintenance, or other service of said equipment will be at no cost to City Schools. Contractor shall perform all installation, repair, maintenance, or other service of the GPS tracking systems. The Contractor, its employees, agents, or volunteers shall not disturb, or tamper with, the GPS tracking systems, or the related equipment and wiring necessary for the installation and operation of the aforementioned equipment. Failure to use GPS will result in non-payment of performed route. Contractor shall provide to City Schools, real time access to GPS data and vehicle tracking and travel information.

E. Ridership Equipment

Contractor is required to maintain and use tablet equipment on its vehicles. These tablets are the property of the City Schools. Failure to use the tablet will result in non-payment of performed route. All installation, repair, maintenance, or other services related to the tablet will be at no cost to the Contractor. The tablet equipment will be used to track student ridership. The Contractor shall not impede in any way with City School's access to the student ridership information.

F. Communications Equipment or Devices

All vehicles transporting students, whether handicapped or non-handicapped, to and from school, on field trips, activity trips, or between buildings programs, must be equipped with working FM digital two-way radio equipment. Additionally, cellular technology communication devices may be used. The radio equipment must be turned on and monitored by the driver whenever the vehicles are providing service to City Schools. The radio system must be adequate to provide effective communication between the contractor's operational office and any route school vehicle operating anywhere within the areas where the contractor receives route assignments. The contractor is responsible for the radio equipment being turned on and the volume set at a level that is audible to the driver.

G. Structural Integrity and Visual Appearance

Each school vehicle used for transporting children under contract to City Schools shall comply with all provisions of these specifications and all applicable federal, State and local laws, regulations and Board policies and procedures.

The Contractor shall ensure the following:

- Each school vehicle shall be free from any structural defects, damage or hazards, including but not limited to, jagged or sharp edges or other structural defects, damage or hazards, that may lead to or cause injury to a passenger.
- Each school vehicle shall have all operational and safety systems in proper working order and shall be free from any defects which might lead to passenger injury.
- Each school vehicle shall be clean, both inside and out. Each school vehicle shall be free from excessive corrosion and the paint and reflectorization shall be maintained in good condition. Contractor agrees that the excessiveness of the corrosion and condition of the vehicles' paint and reflectorization shall be determined at the discretion of the Board. The interior shall be swept daily. The exterior of each school vehicle shall be kept clean and shall be washed on an as needed basis. In the event that the interior or exterior of any school vehicle operating under this contract is marked with graffiti or other markings, the vehicle shall be removed from service following the route sequence in which the markings are discovered. The vehicle shall remain out of service until such time as the markings are removed.
- Each school vehicle shall use the following window glass:
 - Windows Glass Type - AS-2 or AS-3 laminated safety sheet glass is required for all side windows, doors, and rear windows. Tinted glass, with a performance standard of 28% light transmission is required for all passenger side windows.
- From startup, the interior of the vehicle must be 20 degrees F cooler than the ambient temperature within 30 minutes (at a minimum interior ambient temperature of 90 degrees F) and maintain the temperature for as long as the vehicle is in operation.
- Cabin temperature, measured in any seat level position in the vehicle, shall be within 2 degrees F from the cabin average temperature 30 minutes after the startup.
- Any newly assigned vehicle to the fleet for this contract must have air conditioning.

3.7 SCHOOL VEHICLE MAINTENANCE AND INSPECTION

A. Vehicle Certification and Condition

Throughout the term of the agreement between the Contractor and the Board, all school vehicle vehicles shall be maintained in good mechanical condition, be clean and sanitary, and be safe at all times in accordance with standards established by federal, state, and local, statutes and regulations, and Board policies and procedures, and administrative directives, throughout and as is consistent with ordinary practices for the maintenance of school vehicles.

Any and all components of the school vehicle are subject to review by City Schools. If, after review, City Schools determines an action is required on the part of the Contractor, the Contractor shall take immediate steps to address the action. If the Contractor fails to take immediate action, the Contractor may be found in default.

B. Vehicle Inspections

School vehicle inspections shall be conducted at the OPT maintenance facility. Inspections may be performed solely by City Schools, or jointly by Motor Vehicle Administration (MVA) inspectors and City Schools OPT vehicle maintenance staff.

Scheduled periodic Inspections: Scheduled inspections shall occur on at least three (3) occasions during each year. These scheduled inspections are generally scheduled during late summer, fall, and spring of each year. School vehicle Contractors shall deliver and make school vehicles available for inspection to City Schools on dates, and at places and times determined by City Schools.

Spot Inspections: City Schools reserves the right to inspect any school vehicle for auditing and general inspection purposes, these inspections may be unannounced. The scope of a spot inspection may include those items normally reviewed during a scheduled periodic or a preventive maintenance inspection.

Inspection by Observation: Upon request, the Contractor shall allow City Schools' operational supervisors to observe conditions. These observations may or may not require contractor correction or closer inspection. Such inspection may be deemed necessary in the sole and absolute discretion of City Schools.

Inspection for Reasonable Cause: School vehicle Contractors shall be required to present school vehicle vehicles for inspection by City Schools or its authorized agent where City Schools has reason to believe that the vehicle is not in a safe, sound, clean or sanitary condition, or circumstances develop where it is in the best interest of City Schools to address an equipment condition issue.

Initial Acceptance Inspection: Vehicles that are being introduced to City Schools system for the first time shall be inspected at the initial acceptance inspection ("New Vehicle Inspection") and not at the regular inspection. Contractors must obtain authorization from the Director of Pupil Transportation or his/her designee prior to adding new or used vehicles to their fleets which are operating under this contract. Generally, a specific day, usually in August is assigned to review both new and used school vehicles that are being considered for service with City Schools for the first time. Additional New Vehicle Inspection dates shall be assigned and scheduled where warranted and where unanticipated events or opportunities for additional service requirements could not be anticipated but performed so in the sole and absolute discretion of City Schools.

Documents shall also be reviewed as part of the New Vehicle Inspection. All documents related to the New Vehicle Inspection shall be received by OPT the week prior to the scheduled time of inspection.

Prior to the New Vehicle Inspection, the school vehicle Contractor shall provide a copy of the following documents to City Schools for a new vehicle:

- The vehicle dealer's certification to be completed on a form provided by City Schools.
- The vehicle dealer's written certification to the effect that all seats and barriers in the vehicle are equipped with fire block, and Kevlar type, materials consistent with the requirements of all applicable federal, State and local laws, regulations and the Board's policies and procedures.
- Line setting sheet, or vehicle specification outline; and
- A copy of a Certificate of Origin.

In the case of "Used" school vehicle equipment, the contractor shall present all documents demonstrating that the vehicle was originally registered in Maryland and accepted by the MVA for public school use.

C. Procedures and Actions

Scheduled Inspections: Vehicles that do not complete a scheduled inspection by the close of the periodic inspection timetable shall be taken out of service and shall remain so until the inspection of the vehicle has been rescheduled and successfully completed. City Schools' OPT vehicle maintenance staff shall not inspect any school vehicle at the August scheduled inspection absent the receipt of complete, appropriate and satisfactory preventive maintenance documents.

Other Inspections: Contractor shall promptly correct or cause to be corrected within a prescribed time all defects or deficiencies reported to the Contractor upon inspection, and an authorized signatory shall, in writing, certify to City Schools that the required work has been completed. Written certifications shall be received by City Schools' Director of Pupil Transportation or his/her designee prior to use of the school vehicle to operate transportation for City Schools. Any school vehicle determined at an inspection or otherwise found to be for any reason unsafe shall be immediately removed from service and replaced with an approved certified school vehicle at contractor expense.

Failure of the contractor's vehicles to report to City Schools at the appointed time for these inspections requires that the Contractor to have the vehicle inspected by an outside MVA approved inspection facility at the Contractor's expense. These vehicles will be taken out of service and shall remain so until the inspection of the vehicle is complete.

3.8 GARAGE FACILITIES AND EQUIPMENT STANDARDS

Each Contractor operating route service under this contract must maintain Garage facilities within the boundaries of City Schools' core service area or within fifteen (15) miles of Baltimore City limits. Garage facilities shall include: administrative offices, dispatch facilities with both land line and FM or digital two-way radio capabilities, e-mail and facsimile (fax) capabilities, overnight storage for the majority of the vehicles operated for the City Schools, storage of spare equipment, and repair facilities.

Contractors shall provide City Schools with a physical description of all Garage facilities to be used under this contract in their proposal and on an annual basis thereafter. This description must include:

- Address of Facility
- Amount of acreage at the facility
- Number and type of buildings on the property
- Type and capacity of fuel storage facilities
- Number of vehicles that can be housed in inside storage
- Number of vehicles that can be stored outside
- Photos of repair shop, parking facilities and offices

If the Garage facilities described have not been secured by signed purchase or lease agreement, at the time the bid is submitted, the Contractor shall present signed lease or purchase agreements to the Director of Pupil Transportation/designee at least 45 days prior to the start of the Contractors services. The submission of false or misleading information by

a Contractor shall result in rejection of the bid, or the cancellation of any contract awarded as a result of a bid containing false or misleading information.

Each contractor shall provide senior Garage management, including the Garage safety director, with a means of immediate communication with City Schools' Office of Pupil Transportation while absent from the Garage office. City Schools shall be notified within thirty (30) days prior to change of address of a vehicle Garage location.

All Garages shall have the capability of sending and receiving information via e-mail and be able to access internet services via broadband internet connection.

City Schools may conduct unannounced visits anytime during the year to review the Garage facilities.

3.9 SCHOOL VEHICLE PERSONNEL

A. Contractor Employees

All of Contractor's employees that shall be used to perform services pursuant to this solicitation are vehicle personnel. All vehicle personnel shall be employees of the contractor. Vehicle personnel include, but are not limited to, drivers and attendants.

The school vehicle contractor is responsible for any and all income tax, social security, insurance, worker's compensation or unemployment insurance, employee benefits and financial or workplace requirements related to employment of such individuals. Nothing in this agreement shall be construed that City Schools assumes the accountability, responsibility or liability for any of Contractor's employees, or for any other persons engaged by the contractor to support the operation of the vehicle.

Contractor must comply with the City of Baltimore's Living Wage Ordinance (Baltimore City Code, Article 5, Sec. 26-1 et seq.),

B. Student Discipline

The school vehicle attendant is responsible for reporting all incidents of unacceptable student conduct to OPT and the school principal, using the City Schools' Incident Report Form. The Incident Report Forms are provided to vehicle personnel during the Pre-Service training and will be made available to the contractor as needed. City Schools' copy and the Contractor copy of the form are to be submitted to the vehicle attendant's dispatcher, who will forward the City Schools' copy to the City Schools OPT within 24 hours. The vehicle attendant will give the school's copy and the parent's copy of the form to the school administration. The Contractor or its employees shall not give parents copies of the Incident Report Form.

School vehicle personnel must exercise responsible supervision over transported students and maintain order on the school vehicle through the use of verbal instructions and submitted Incident Reports. In the event that school vehicle personnel are unable to control an incident of unacceptable student conduct and the conduct endangers a student(s), the operation of the school vehicle, the school vehicle personnel, other motorists, or pedestrians, the driver must contact his/her dispatcher via the two-way radio system and request assistance from Baltimore City police. The driver or his/her dispatcher also must notify City Schools' OPT safety and training staff.

Each contractor awarded route service under this contract must familiarize all vehicle personnel operating under this contract with City Schools' procedures for discipline of transported students and make all vehicle personnel familiar with their responsibilities under these procedures.

School vehicle personnel shall not eject or remove any student from a school vehicle in route for any infraction of disciplinary rules, nor shall any driver dismiss or eject any student from a school vehicle at any school for disciplinary reasons. This clause does not preclude removal of a student from a school vehicle by a school administrator who is authorized to remove a student from a route, or by a City Schools' police officer, or authorized City Schools employees. School vehicle personnel or any contractor's employee violating this section will be subject to disqualification, suspension, or exclusion from City Schools' service.

Contractor, the Contractor's school vehicle personnel, or any other employees of the contractor does not have the authority to suspend transportation privileges of a student. A student may not be denied transportation to school unless the driver has been notified by the school principal or OPT that the student has been suspended from transportation service. Any driver who refuses to transport an authorized student shall be removed from the route and may be prevented from rendering service to City Schools.

All incidents where suspended students attempt to board vehicles must be reported to the school principal on the City School's Incident Report Form.

If school vehicle personnel suspect that a student boarding or riding on his/her vehicle is not an authorized rider, is not a legitimate student at that school, or is an adult, the school vehicle personnel shall contact his/her dispatcher and request that a school administrator meet the vehicle upon arrival at school. If the suspected unauthorized rider becomes disruptive or appears to be engaged in threatening, improper or illegal activities, the driver must immediately contact his/her dispatcher and request assistance from the Baltimore City School Police and OPT's safety and training staff.

City Schools expects that the school vehicle personnel should be able to safely perform his/her job responsibilities in an atmosphere that is free from sexual, racial, or physical harassment by any student. School vehicle personnel experiencing such harassment by a student(s) shall immediately report the incident or activity to the school principal on the City Schools' Incident Report Form and continue to report all further incidents in writing on the form. A copy of the Incident Report shall be sent to the contractor. The driver shall inform his/her dispatcher, safety director, and other appropriate company officials of the incident, in addition to submitting to the contractor and the City Schools' copies of the form. The Contractor shall inform the Office of Pupil Transportation Safety and Training Manager of the incident immediately and provide a copy of the Incident Report.

City Schools will address all reports of harassment of school vehicle personnel by a student(s) in compliance with the Board's policies and procedures on student discipline, and racial or sexual harassment.

In instances involving special education students or students with special needs or disabilities, any behavior exhibited may be directly related to the diagnosis that qualifies the student as such. In these instances, City Schools' disciplinary actions will be subject to the rights of the student under all applicable federal, state, and local laws and regulations, including but not limited to, the Individuals with Disabilities Education Act (IDEA) 20 U.S.C. 1400 et seq. In such instances, if City Schools is unable to discipline the student, the Contractor may remove its employees from the route and assign other vehicle personnel to

the route.

The discussion of the student discipline policies and procedures above serves as notice to the Contactor of said policies and procedures. These policies and procedures will also be discussed in City Schools' vehicle personnel training.

C. Personnel Training and Safety Meetings

In-Service Training: While performing services pursuant to this solicitation, the Contractor and its vehicle personnel must successfully complete all City Schools trainings, as well as any required by applicable law or regulation, each year before providing services pursuant to this solicitation. The Contractor shall ensure that its Garage and safety manager along with all school vehicle personnel attend periodic training meetings as required and sponsored by City Schools. Contractors agree that its vehicle personnel shall participate in a minimum of (6) hours of training per year for drivers, and two (2) hours of training per year for attendants. These training sessions may include, but are not limited to, trainings related to student or personnel matters, or investigations related to performance of student transportation services, preventable accident remediation sessions, and meetings with school administrators, parents, City Schools' transportation office personnel or students to discuss student behavior management or other issues. In addition, school vehicle personnel shall attend any additional training sessions and/or meetings, including those in excess of the aforementioned minimums, as City Schools may require during the term of the contract.

Pre-Service Training:

Pre-service training is provided by City Schools. Certification by City Schools of school vehicle personnel is contingent upon successful completion of required pre-service training. The Contractor agrees that its vehicle personnel shall successfully complete City Schools trainings, as well as those required by any applicable law or regulation, before the Contractor begins performing services pursuant to this solicitation, including but not limited to, the pre-service classroom training and behind-the-wheel training as outlined in COMAR 13A.06.07.

Safety Meetings: Contractor's vehicle personnel shall also be required to attend those safety meetings sponsored and conducted by City Schools.

D. General Certification Requirements

Contractor shall ensure that all vehicle personnel, including but not limited to, its school vehicle drivers and attendants, meet the certification requirements as outlined in all applicable federal, State, and local laws and regulations, and in the Board's policies and procedures. These requirements include, but are not limited to, attendance at all City Schools and Contractor sponsored training meetings, timely driver submission to and passing of any required physical examination, background check and registration on the contractor's roster submission to City Schools. All school vehicle drivers shall possess a valid Commercial Driver's License, Class A or B, with a Passenger Endorsement and School Vehicle Endorsement. School vehicle drivers must comply with the requirements of the U.S. DOT drug and alcohol testing program as detailed in the Code of Federal Regulations, Title 49, Subtitle B.

E. Written Personnel Roster

Contractor shall submit a written roster listing vehicle personnel to City Schools on a monthly basis, or as otherwise required by City Schools. The roster shall identify the individual's full name, license number, social security number and other items as requested by City Schools.

The Contractor's submission of the roster constitutes an affirmation by the Contractor to City Schools that the vehicle personnel included therein meet all of the requirements set forth in this solicitation, and by any applicable law, regulation, or City Schools' policies and procedures, necessary to perform services for the Board pursuant to this solicitation. All criminal background checks will be conducted by City Schools.

F. Physical Examination

In no event, shall a school vehicle Contractor assign school vehicle personnel to perform services pursuant to this agreement that have not passed a current and valid U.S. DOT physical examination as detailed in the Code of Federal Regulations, Title 49, Subtitle B.

School vehicle drivers are subject to full compliance with U.S. DOT and Maryland Motor Vehicle Administration physical condition requirements. Maryland's physical examination requirements are detailed in COMAR 11.19.05. All drivers shall pass the yearly physical examination during the time period running from June 1 - August 30 (summer renewal). Drivers that have passed the physical examination subsequent to the summer renewal date shall renew the physical during the next summer renewal period, regardless of the initial physical date.

Contractors shall provide City Schools with a complete copy of all documentation establishing that its drivers have completed and passed their annual physicals, which includes the portion of this documentation that is ultimately maintained in the possession of the school vehicle driver. Copies of said documentation are due to City Schools before the vehicle personnel are assigned to perform under this solicitation.

G. Drug and Alcohol Testing

City Schools will be responsible for the administration of the federal Drug & Alcohol Testing Program. The contractor's school vehicle drivers and attendants are subject to drug and alcohol testing as required by applicable laws and regulations, including without limitation U.S. DOT regulations in Code of Federal Regulations, Title 49, Subtitle B, Maryland State Board of Education regulations in COMAR 13A.06.07, and the Board's policies and procedures.

It is a requirement for each contractor to perform pre-employment drug and alcohol testing on its vehicle personnel before the contractor begins providing services to City Schools. The Contractor shall provide all test results to City Schools prior to driver training. **The Contractor shall pay for all scheduled and random drug testing.**

Upon request of the Board, Contractors shall submit reports and make records available for the Board to evaluate the Contractor's performance under the terms of this solicitation. The purpose of such an evaluation is for the Board to ensure the contractor's compliance with any aspect of this solicitation.

H. Motor Vehicle, Criminal, and Drug and Alcohol Test Records

The ability of Contractor to provide services to City Schools is contingent on City Schools' initial and continuous satisfactory review of the vehicle personnel's motor vehicle record, criminal records, and drug and alcohol test records by City Schools. Any employment agreement between the contractor and employees shall include an authorization statement from the employee or prospective employee permitting City Schools to acquire, review and evaluate motor vehicle, criminal, and drug and alcohol test records, and include a waiver

permitting City Schools to share acquired information obtained by City Schools with Contractors. Notwithstanding the requirements of this section, **the Contractor is still responsible for ensuring its vehicle personnel are performing services in compliance with this solicitation, and any applicable federal, State or local law, regulation, or Board policies and procedures.**

I. School Vehicle Attendants Duties and Responsibilities

The school vehicle attendant shall have general, duties and responsibilities, including but not limited to, the following:

- Help maintain order during loading and unloading of the vehicle;
- Assist the school vehicle driver to maintain discipline and ensure a safe environment on the school vehicle for passengers;
- Report and record all inappropriate behavior, injuries, accidents, and incidents involving students, using the City Schools' Incident Report form;
- Assist student passengers with tasks that the students may not be able to perform, including but not limited to negotiating school vehicle steps, aisles or rows of seats, and the fastening of seat belts;
- Ensure that students who must be transported with Child Safety Restraint System equipment, or other equipment, are transported using the specified equipment.
- Become familiar with and act upon the special requirements of each child;
- While the school vehicle is in motion, the vehicle attendant is to be seated behind or adjacent to the last occupied row of seats on the school vehicle, unless the vehicle attendants' duties and responsibilities require otherwise;
- Although the school vehicle driver retains responsibility for post-trip vehicle inspections of the interior of the school vehicle, **the vehicle attendant is to inspect the interior of the vehicle to be certain that all passengers have left the vehicle**, that no personal property has been left behind, and that the condition of the interior remains undamaged;
- Maintain all vehicle files related to students served by the vehicle;
- **Operate a lift, related equipment and securing devices for disabled students or mobility-impaired students;**
- Use student tracking system to record loading and disembarking of student.
- Escort students, **approved by OPT₊** to the curb and/or door of the pick-up and/or drop-off location when the vehicle cannot safely travel to the location, **or when the parent or guardian cannot safely meet the student at the drop off location.**
- Any other duty related to the management, care or safety provision of student passengers.

If a post-trip inspection determines that a student was left unattended on a school vehicle, the driver and attendant shall no longer provide services to City Schools pursuant to this contract.

J. Administrative and Supervisory Personnel

1. Vehicle Garage Manager

- Contractor shall provide a Garage manager who shall be available at the vehicle lot site, or in the service area.
- The Garage manager shall be on duty and be accessible to City Schools staff on all school days commencing one-half hour prior to the time of the first scheduled vehicle

departure in the morning and for one-half hour subsequent to the last vehicle arrival at the contractor's facility in the evening for regular Routes. Additional Garage manager time may be necessary to service summer school activities, other activities, and field trips. The Garage manager shall be on duty any time that vehicles are in the service of City Schools, including but not limited to, those instances where a request for vehicle services originates from the transportation division or from an individual City Schools' school for a field trip. In addition, the Garage manager shall be available during the summer, as City Schools requires, in order to prepare for the start of the next school year.

- The Garage manager shall have full authority to make timely decisions to act on behalf of the Contractor in order to maintain the continuity of Contractor's services pursuant to this solicitation. The Garage manager shall have authority to make decisions that include, but are not limited to, addressing all requirements needed to service accidents and breakdowns, vehicle and personnel substitution, maintenance scheduling, service changes and instructions, administrative meetings, dispatch and service coordination, and daily person to person contact with vehicle personnel.
- The Garage manager shall be qualified as a supervisor under the meaning of the term in U.S. DOT drug and alcohol testing regulations in the Code of Federal Regulations, Title 49, Subtitle B.
- This provision does not require that the Garage manager needs to be one person. The Garage manager may have additional duties as long as Contractor is able to perform its obligations pursuant to this solicitation.
- The Garage manager or his designee is required to attend the monthly contractors' meeting scheduled by City Schools.

2. Safety Manager

- Contractor shall provide a safety manager whose responsibility shall be to develop, monitor, implement, and manage the Vehicle Contractor's safety program. The safety program shall address proper procedures for performing services under this solicitation, including but not limited to discussions on rendering first aid and/or CPR, addressing the needs of special-needs children, and procedures keeping order on a vehicle.
- The safety manager shall perform not less than two (2) on board observation of all regular and substitute drivers and attendants twice during the regular school year and report the observation to the Office of Pupil Transportation Safety and Training Manager on a written form provided by City Schools. The form is due to City Schools within thirty (30) days subsequent to completion of the safety manager's observation. The onboard observation shall not be less than one hour in duration per individual observation. The safety manager shall have authority to supervise the vehicle personnel and correct and instruct the vehicle personnel on proper procedures.
- The safety manager shall conduct five annual safety meetings, which shall be a minimum of one hour, for all of Contractor's vehicle personnel. Meetings shall be evenly scheduled over the course of the school year. A copy of a written outline of the topics discussed at the safety meeting is to be provided to the City Schools and is to be received by the City Schools not less than two (2) weeks prior to the

scheduled time of a safety meeting. The meeting outlines must be approved by City Schools. City Schools may from time to time participate in Contractor's safety meetings as a presenter, or direct that certain content be addressed. The safety manager shall in writing certify that all of Contractor's vehicle personnel have attended meetings sponsored by the contractor.

- The safety manager shall be fully qualified as a school vehicle driver. The safety manager shall be qualified as a supervisor under the meaning of the term in U.S.DOT drug and alcohol testing regulations in the Code of Federal Regulations, Title 49, Subtitle B.
- This provision does not require that the safety manager needs to be one person. The safety manager may have additional duties as long as Contractor is able to perform its obligations pursuant to this solicitation.

N. Disciplinary Actions

Contractor is responsible for taking all disciplinary actions required against school vehicle personnel (which includes, but is not limited to, vehicle drivers and vehicle attendants), and all such actions and the Contractor's response to such actions shall be a part of the evaluation process of contractor's performance. Nothing in this section shall provide school vehicle personnel with any remedy or appeal to City Schools for Contractor actions.

Notwithstanding the other provisions of this solicitation, a disciplinary action against Contractor's vehicle personnel or conduct on the part of the vehicle personnel that is not in compliance with the terms of this solicitation may require City Schools to prevent the vehicle personnel from performing services for City Schools.

3.10 OPERATIONAL REPORTS

This section provides a non-inclusive list of reports related to providing services for student transportation under this solicitation. The Contractor shall be required to provide these reports to City Schools. These reports will be reviewed with the vehicle personnel during the vehicle personnel training. Blank report forms will be provided to the contractor as need. City Schools reserves the right to modify the content required in these reports and require additional reports from the Contractor as it deems necessary. Whether required or not as indicated in the descriptions below, the Contractor shall furnish City Schools with copies of any reports when they are requested.

- Behind-the-Wheel Observation: This report summarizes supervisory observation of operator performance. The form is provided by City Schools. Contractors are required to perform a behind-the-wheel observation of each driver at a minimum of two times per year. Observation requirements noted in these specifications shall be reported by use of this form, or a City Schools' approved equivalent. Written reports shall be mailed to City Schools by the contractor not less than five days subsequent to the observation date.
- Incident Report Form: Vehicle personnel are required to report student discipline matters to City Schools Office of Pupil Transportation and the school principal using the City Schools provided Incident Report Form.

- **Accident Report:** In the event of a vehicular accident while performing service pursuant to this solicitation, the school vehicle driver must immediately notify his/her dispatcher. **The dispatcher must immediately contact the Office of Pupil Transportation by, email at saferide@bcps.k12.md.us parents of the students involved, and the principal(s) of the schools affected, and report the route involved, school(s) impacted, location of the accident, and any known details of the accident. City Schools provided accident reports, signed by the operator, shall be filed with City Schools as soon as practicable, but not later than the close-of-business on the day of the accident or the close of the next business day when the accident occurs after 3:00 p.m.** All accidents should be called into OPT within an hour of the time of the accident. The Driver must report to the Safety Office located at 1210 E. 20th Street with the Accident Report in hand.
- **Seating Charts:** The contractor shall prepare, maintain and update a chart describing student seat assignments on the vehicle. The original of each chart is to be maintained at the principal place of business of the contractor. A copy shall be on the vehicle servicing the route.
- **Student Attendance Reports:** The contractor shall maintain a written attendance report for each door-to-door vehicle route and shall denote the attendance, and the pick-up and drop-off times of every student assigned to the route. Attendance reports will be submitted to OPT weekly on Wednesdays.

3.11 PAYMENT FOR SERVICES

A. Invoice Submission

It is the contractor's responsibility to submit a monthly invoice to OPT on or before the fifth (5th) business day of each month.

- Terms on invoices will be **NET 30 days** from date on the invoice.
- After the discovery of any disputed amounts, City Schools will contact the vendor within five (5) business days to resolve disputed amounts.

B. Associated Costs

Payment for all costs associated with the operation of the vehicles will be the sole responsibility of the contractor.

C. Garnishments

Without acting to limit other remedies available to City Schools, in the event that City Schools is requested by the contractor to make direct payments to a contractor's creditors, or if City Schools is required to so direct payment by garnishment or tax lien, a service charge of \$100.00 per payment or part payment shall be assessed and deducted from payments due the contractor. This fee shall not apply where the proceeds assignment represents a regular proceeds assignment for the full amount of funds due the contractor to a secured financial institution creditor or Performance Bond Surety of the contractor, not the result of execution by Court proceeding. In all other instances, should the Contractor request that assignment of payment to a third party, not a party to the agreement, such an assignment must be consented to in writing by City Schools prior to any such assignment or payment to the

requested assignee.

3.12 LEGAL COMPLIANCE

A. Legal Compliance

It shall be the contractor's sole responsibility to ensure that it performs its obligations set forth in the contract documents in accordance with all applicable federal, State, and local laws, regulations, and Board policies and procedures which relate to said performance. If the contractor fails to maintain compliance with said requirements the Contractor shall be in default.

B. Indemnification

Contractor shall defend, indemnify, and hold harmless the Mayor and City Council of Baltimore (the "City"), the Board and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the City, the Board and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Contractor or its employees, agents, or volunteers.

C. Severability

The provisions of the agreement are severable. If any paragraph, section, sub-section, sentence, clause, or phrase of the agreement is for any reason held to be contrary to any rule or regulation having a force and effect of law, such decision shall not affect the remaining portions of the agreement.

D. Omission of specifications

The omission by City Schools of any specification or details of any specification which would normally apply to the equipment or service stated herein, shall not relieve the Contractor from fulfilling those required specifications needed to provide the service best suited to the intended purpose of this contract.

3.13 DEFAULT AND REMEDIES

A. Performance

Performance by the contractor under this Agreement shall be subject at all times to the review and approval of City Schools. City Schools may terminate the agreement, in whole or in part, if the Contractor fails to fulfill its obligations under this solicitation properly and on time, or otherwise violates any provision of the contract. Examples of circumstances where the Board may exercise its termination rights include but are not limited to, inadequate performance or violation of a law, regulation or Board policy or procedure by the contractor or an agent of the contractor. In addition to any other available remedies, City Schools may exercise any of the following in the event of default:

- **Contract Termination:** Transportation service contracts may be immediately terminated, in whole or in part, by City Schools at the sole and absolute discretion of City Schools.

- **Alternative Suspension:** Transportation service contracts may be suspended, in whole or in part, for an alleged violation of provisions as an alternative to termination, which shall be determined in the sole and absolute discretion of City Schools. During the term of the suspension, City Schools shall conduct an investigation of the events that lead to the suspension, shall assign Contractor's obligations to another contractor, and shall suspend payment to the current Contractor. The suspension period shall begin on the date of notification, or as otherwise described in writing.
- **Payment Suspension:** City Schools may withhold payment, in whole or in part, to the contractor in its sole and absolute discretion.
- **Damages:** If termination or suspension procedures are implemented against the school vehicle contractor by City Schools, the contractor may be held responsible to City Schools for the additional expenses it incurs in procuring an alternative contractor.

City Schools shall notify the vendor of the actions that constitute a default, any remedies City Schools intends to exercise, and any remedial action the vendor must take. Such notice shall be in writing and mailed to the contractor by certified U.S. mail, hand delivered, or any other acceptable means of delivery, prior to the effective date of action by City Schools.

The remedies noted above are not exclusive and any election on the part of City Schools not to exercise the remedies set forth above shall not be construed as a waiver of its rights provided in this section, the contract documents, or those afforded by law.

B. Failure to Perform Required Service

In the event that the Contractor fails to perform, or is unable to perform, in whole or in part, its obligations as required under this solicitation, City Schools shall have the right to reassign any portion or all of the service to other carriers. In the event that the reassignment results in increased costs to City Schools, the contractor shall be required to reimburse the City Schools for the difference between the original contract (bid) cost and the cost of the reassigned service. This provision does not serve to limit any other rights or remedies available to City Schools.

C. Responsibility for Reimbursement

In the event that City Schools suffers economic loss or indebtedness by reason of the contractor's violation of any applicable federal, state or local laws, or regulations, City School's policies and/or guidelines, these specifications, or the failure of the contractor to perform to contract standards, the contractor shall be required to reimburse the Board for all costs, including but not limited to, compensatory damages, any fines or legal fees incurred by City Schools, the school or the organization. This provision does not serve to limit any other rights or remedies available to City Schools.

D. Contractor Complaint Resolution

Contractors will be required to directly and promptly, within twenty-four (24) hours) remediate all problems and complaints submitted by City Schools Office of Pupil Transportation. Said problems and complaints shall be submitted via a centralized system. City Schools shall maintain a software platform that must be accessed by the successful Contractor(s). The successful Contractor(s), as such, must maintain a broadband internet connection at its dispatch center, and must outline such specifications for its dispatch units as part of its City

Schools response.

E. Failure to Supply Required Equipment

If the contractor is unable to supply a school vehicle of the size and/or type that meets the requirements of these Specifications for the Routes awarded, the contractor shall be deemed in default and the affected route(s) shall be reassigned to another vendor with available equipment of the size and/or type required to service the route(s). In the event that the reassignment of route(s) results in increased costs to City Schools, the Contractor shall be required to reimburse City Schools for the difference between the original contract (bid) cost and the cost of the reassigned service. This provision does not serve to limit any other rights or remedies available to City Schools.

F. Termination for Convenience

The Board reserves the right to terminate this agreement at any time, without any liability, upon thirty (30) days prior written notice to contractor provided that contractor shall be compensated for services rendered prior to the date of termination.

G. Appropriations Clause

If the State of Maryland or local government fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal year, the contract shall be canceled automatically as of the beginning of the fiscal year for which the funds were not appropriated or otherwise made available. The effect of termination of the contract hereunder will be to discharge both City Schools and the contractor from future performance of the contract, but not from their rights and obligations existing at the time of termination. The contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the contract. City Schools shall notify the contractor as soon as it has knowledge funds may not be available for the continuation of this contract for each succeeding fiscal period beyond the first. However, this will not affect either City Schools' rights or the contractor's rights under any other termination clause in this contract.

H. Authority to Declare Contractor in Default

Notwithstanding City Schools' rights pursuant to other sections of this solicitation or applicable law, City Schools shall, at its discretion, have the authority to declare the contractor in default of the terms of this contract, including but not limited to the following actions or events:

- a. The contractor becomes insolvent.
- b. The contractor makes an assignment of the interest in this contract for the benefit of creditors without the written permission of City Schools.
- c. The contractor makes an assignment of the interest in this contract to a purchaser without the written permission of City Schools.
- d. A voluntary or involuntary petition of bankruptcy is filed by or against the contractor.
- e. The contractor refuses to accept assigned service awarded under this contract.
- f. A receiver or receivers are appointed to assume control of the affairs and/or property of the contractor.

I. Liquidated Damages

In the event the Contractor fails to perform the obligations below, which are required under

this agreement, the Contractor shall be liable for liquidated damages for each occurrence of the performance failure(s) in the amounts expressed below:

Occurrence of Performance Failure	Liquidated Damage Amount
a. Failure to perform any or all portions of a route or trip assigned by City Schools	1/2 of the daily rate for a morning breach on that route or trip and 1/2 of the daily rate for an afternoon breach of that route or trip
b. Failure to ensure that students disembark at their assigned schools prior to the vehicle departing	\$350.00 / per student
c. Failure to ensure that students are not left on the vehicle following the completion of the route	\$400.00 / per student
d. Failure to notify City Schools of a vehicle accident immediately	\$625.00
e. Failure to send a driver for required post-accident or scheduled random drug and alcohol testing	\$625.00
f. Failure to submit timely and proper documentation as required including GPS and Camera data	Daily Route Cost
g. Making an unauthorized stop while providing City Schools' service	\$125.00
h. Transporting an unauthorized person	\$625.00
i. Use of school vehicle driver not certified by City Schools	\$625.00
j. Use of school vehicle attendant not certified by City Schools	\$313.00
k. Failure of driver to produce valid license and/or DOT physical card	\$125.00
l. Use of a school vehicle not approved by City Schools	\$625.00
m. Smoking tobacco products on a school vehicle	\$125.00
n. Late vehicle arrival (exceeding ten (10) minutes) at schools where the reason for the delay is not accepted by City Schools (Acceptable reasons include: traffic congestion, road closures, increment weather, accidents and vehicle incidents.	Half Daily Rate
o. Failure to present a school vehicle at the inspection on the vehicle's scheduled inspection date	\$625.00
p. Inspection failure requiring the removal of tags, or other conditions warranting the removal of tags.	\$125.00
q. Any route that is returned for any reason with less than 30 days' notice	\$1,250.00
r. Inspection failures – Major - more than two (2) per inspection as determined by the guidelines established by Maryland LEA fleet managers, the Motor Vehicle Administration and the Maryland State Department of Education	\$250.00
s. Failure to submit attendance reports, accident reports, and insurance certification documents as required.	\$625.00
t. Failure to submit an appreciable damage report after an accident.	\$650.00 for the 1 st thirty calendar days

	after the accident, then \$25.00 for each calendar day thereafter.
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One or more of these liquidated damages may apply at any one time. Damages will not be imposed for situations beyond the control of the contractor. Situations that are beyond the control of the Contractor include, but are not limited to, accidents, unusual traffic jams, road construction, weather-oriented delays, and schedule conflicts authorized by City Schools. Liquidated damage amounts will be deducted from regularly scheduled payments, if any, due the Contractor.

The listing of occurrences above is not to be construed as a limitation on available remedies or a limit on the type of offenses that may result in sanctions or actions on Contract by City Schools against the contractor. In no event, shall the liquidated damages assessed exceed 20% of the total value of the contract.

4.0 EVERY STUDENT SUCCEEDS ACT (“ESSA”)

Not applicable

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PART II: GENERAL TERMS AND CONDITIONS

1.0 STATEMENT OF CONFIDENTIALITY

It is understood and agreed that all information pertinent to this solicitation may contain trade secrets, which are confidential and proprietary. The selected Entity agrees not to disclose or knowingly use any confidential or proprietary information of the Baltimore City Schools and/or third-party participant.

Entities are notified that City Schools has unlimited data rights regarding Proposals submitted in response to this solicitation. "Unlimited data rights" means that City Schools has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by the Entity in response to this or any solicitation issued by City Schools. City Schools will exempt information that is confidential commercial or financial information of an Entity, as defined by the Maryland Public Information Act ("MPIA"), Title 4 of the General Provisions Article of the Maryland Annotated Code. It is the responsibility of the Entity to clearly identify each part of its Proposal that is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with one-inch, bold face letters stating the words "confidential" or "proprietary". The Entity agrees that any portion of the Proposal that is not stamped as proprietary or confidential is not proprietary or confidential. As a condition for City Schools keeping the information confidential, the Entity must agree to defend and hold City Schools harmless if any information is inadvertently released. Each Entity must submit a proprietary and confidential redacted copy of its Proposal to be used in responding to MPIA requests. However, and in accordance with the MPIA, Entities are hereby notified that every portion of the Proposal may still be subject to disclosure under the MPIA.

2.0 TERM OF AGREEMENT

The anticipated term of the Contract that City Schools intends to award pursuant to this RFI shall be for **a minimum of (2) years** from the date of Board approval. The term of the contract is dependent on the time remaining on the original contract.

3.0 RFI CONFERENCE CALL

A Conference call is scheduled for **Thursday, April 21, 2022 at 11:00** a.m. local time. This meeting will be an online meeting via Microsoft Teams. The call in and online information is as follows:

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 443-961-1488,996754942#](#) United States, Baltimore

Phone Conference ID: 996 754 942#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

4.0 QUESTIONS AND INQUIRIES

No interpretation of the meaning of the specifications or other documents will be made to any Entity orally. Questions shall be submitted in writing to the Point of Contact (see Part II, § 5.0). If the Entity is allowed to submit the Proposal in hard copy, the word "INQUIRY" and the RFI name and number must be noted on the envelope. Alternatively, inquiries may be e-mailed to the Point of Contact. The subject field of the e-mail must include "INQUIRY" and the RFI name and number.

To be given consideration, the questions must be received **NOT LATER THAN Friday, April 22, 2022, at 4:00 p.m. EST.** Questions that are deemed to be substantive in nature will be answered only in writing, with both the question(s) and answer(s) posted on <https://emma.maryland.gov>. Unless expressly authorized by the Point of Contact, contact by Entities with any other City Schools employee regarding this solicitation until the Contract is awarded by the Board will be considered by City Schools as an attempt to obtain an unfair advantage and result in non-consideration of the Entity's Proposal.

5.0 POINT OF CONTACT

Ted King, Buyer
Baltimore City Public Schools
Office of Procurement
200 E. North Avenue
Baltimore, MD 21202
Phone: 443-691-8677
E-mail: trking@bcps.k12.md.us

6.0 CITY SCHOOLS PROJECT MONITOR/CITY SCHOOLS SUPERVISION

For purposes of the Contract awarded pursuant to this RFI, the City Schools Project Monitor is **Jacinta Hughes, Director of the Office of Student Transportation.**

The Entity's performance will be under the technical direction of the City Schools Project Monitor, who will be responsible for ensuring the Entity's compliance with the requirements of the Contract to include managing the daily activities of the Contract, providing technical guidance to the Entity, and overall project scheduling and coordination. The Entity shall be accountable to the City Schools Project Monitor on all matters relating to the scope of Work.

7.0 CONTRACT TYPE

The Contract resulting from this solicitation will be a **[Requirements Contract]**. Please Note: This procurement shall award contracts to multiple vendors.

8.0 PAYMENT TERMS

The prices, rates, and other compensation for Services performed is as described in the Agreement. When transportation or freight charges are billed to City Schools, a paid freight bill must accompany the invoice. Invoices received unaccompanied by such evidence will be paid only upon acceptance by City Schools. Cartage, handling, packaging, or boxing charges will not be allowed unless specifically so stated in the purchase order.

The Parties acknowledge and agree that the Entity's invoices are to be submitted to City Schools in a timely manner, per the terms of a purchase order, after the Services have been provided to City Schools. If invoices are submitted more than one calendar year after the last date the Entity's Services have been rendered or the last date when Services were accepted by City Schools, then City Schools shall have no obligation to pay for the stale invoices. City Schools shall have no obligation to pay for Services performed before City Schools approves the Agreement or after it terminates, in excess of the monetary amount of the Agreement, or prior to the issuance of a purchase order. The Entity shall comply with additional City Schools guidance regarding invoices, proposals, and quotes, available on the City Schools website (<https://www.baltimorecityschools.org/sites/default/files/inline-files/Quote-InvoiceGuidancecv10.6.20.pdf>).

The Entity's invoices shall be approved for payment by the City Schools Project Monitor only after the City Schools Project Monitor is satisfied that the Entity is performing the Services and has prepared the invoice as required by the Agreement. Prior to approving any Entity invoices for payment, City Schools, through any authorized representative, has the right at all reasonable times to inspect, or otherwise evaluate, the Services performed or being performed at the premises on which it is being performed. If any inspection or evaluation is made by City Schools on the premises of the Entity or any of its subcontractors, the Entity shall provide and shall require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of City Schools representatives in the performance of their duties. All inspections and evaluations shall be performed so that they will not unduly delay the Services.

Within thirty (30) days after receipt of each invoice and accepting the Services, City Schools shall, except as provided in the Agreement, pay for the Services performed when approved by the City Schools Project Monitor. A payment schedule will be jointly developed between City Schools and the Entity. City Schools reserves the right to submit payment using an electronic payment method, such as credit card, Single Use Account, or Automated Clearing House. The Entity shall not assess City Schools with any additional charge, fee, or price for the use of these electronic payment methods.

Regardless of any other provisions of the Agreement, failure of the Entity to submit required reports when due or failure to perform or deliver acceptable Services will result in City Schools withholding or limiting payments under the Agreement until such time as City Schools determines that the Entity has met the performance terms as established by this Agreement, unless such failure arises pursuant to Article 7 ("Force Majeure") of the City Schools General Articles and without the fault or negligence of the Entity. City Schools shall promptly notify the Entity of its intention to withhold or limit payment of any invoice submitted.

If at any time City Schools determines that a cost for which payment has been made is a disallowed cost, such as overpayment, City Schools shall notify the Entity in writing of the disallowance or claim for unallowable costs. City Schools shall also state the means of correction, which may be, but shall not be limited to, adjustment of any future claim submitted by the Entity by the amount of the disallowance, or to require repayment of the disallowed amount by the Entity.

9.0 TRAVEL REIMBURSEMENT

Not applicable for this procurement

10.0 ELECTRONIC PAYMENT

City Schools has the ability to process payments to contractors electronically using the CTX+ (“Corporate Trade Exchange”) payment format. The payment format will contain summarized information and will not provide details concerning each invoice amount included in the check total if the depositing bank does not accept CTX+ format. Entities must contact their bank in order to receive the CTX+ format and the depositing bank may charge a fee for this format. Entities need to discuss potential charges with their bank. Please complete and submit the Authorization for Entity Payment - ACH form. Forms can be obtained by visiting the City Schools procurement website at <https://www.baltimorecityschools.org/procurement>. City Schools will only process ACH forms for awarded Entities.

11.0 RFI REVISIONS

Should it become necessary to revise any part of this RFI, addenda will be posted on <https://emma.maryland.gov>. All addenda, amendments or changes issued shall be deemed received by the Entity, provided they are posted to eMaryland Marketplace Advantage or the City Schools website. Failure of any Entity to receive or acknowledge receipt of such addenda or interpretation shall not relieve any Entity from any obligations under this RFI as amended by all addenda. All addenda so issued shall become part of the Contract award.

12.0 SUBMISSION DEADLINE

Proposals in response to this solicitation are being accepted solely via email. **The Proposal due date is Monday, October 11, 2021 at 11:00 am.** The date and time received by the Buyer at emma.maryland.gov shall be the official date and time of Proposal submission.

Hard copy submissions will not be accepted. All Proposals must be submitted electronically as a combined pdf document¹

13.0 PROPOSAL OPENING

RFI Proposals are not opened publicly. Once the Proposals are opened, the Office of Procurement will prepare a document that summarizes the Proposals received. This document will be available for inspection after the Intent to Award letter is issued.

14.0 DURATION OF OFFER

A Proposal submitted in response to this solicitation is binding upon the Entity and is considered irrevocable for a minimum of **180 days** following the closing date for receipt of initial Proposals or the closing date for receipt of a best and final offer, if applicable.

15.0 MINORITY & WOMEN BUSINESS ENTERPRISE PROGRAM

Not applicable unless the Entity's contract includes socioeconomic goals

16.0 E-MARYLAND MARKETPLACE ADVANTAGE

eMaryland Marketplace Advantage (<https://emma.maryland.gov>) is the primary site for City Schools to transmit solicitations over \$50,000. This website also serves to publish any addenda, associated materials, Entity/offeror questions and City Schools' responses, and other solicitation related information.

Notices of solicitations are also posted on our website www.baltimorecityschools.org in accordance with the Maryland Annotated Code, State Finance and Procurement Article § 13-103 Competitive Sealed Bids, Article § 13-104 Competitive Sealed Proposals, and Article § 13-107 Sole Source Procurements.

The eMaryland Marketplace Advantage law became effective on June 1, 2008, and requires units of State government, including those otherwise exempt from State procurement law, and all local government entities, to publish **notices** of procurement and procurement **awards** on the State's e-commerce website eMaryland Marketplace Advantage ("eMMA"). All Entities are required to register with eMaryland Marketplace Advantage, so that the award notice can be properly published.

17.0 INSURANCE

Insurance requirements are set forth in Article 20 of the attached City Schools General Articles (Appendix B). The Entity shall submit with their Proposal a Certificate of Insurance that complies with § 19-116 of the Insurance Article, Maryland Annotated Code. The Baltimore City Board of School Commissioners should be named as Additional Insured on the Entity's insurance and named as Certificate Holder. The Entity's insurance shall be effective at time that the Entity submits its Proposal. If the Certificate of Insurance contains a minor irregularity, the Entity will be allowed five (5) business days to cure the minor irregularity or be determined non-responsive. The Insurance Certificate shall meet the insurance coverage required by Article 20 of the attached City Schools General Articles.

18.0 LIQUIDATED DAMAGES

In the event that the Entity fails to meet the Service Level Agreements (SLA), City Schools may assess liquidated damages in the amount of **\$ 100** per (day).

19.0 CRIMINAL BACKGROUND CHECK/FINGERPRINTING/PHOTO IDENTIFICATION BADGE

Depending upon the type of services that the Entity performs and the Entity's access to students and/or student records, the Entity's (and its subcontractor's) employees may be

required to submit to a criminal background check and fingerprinting. Also, such employees may be required to obtain a photo identification badge. A full statement of these requirements is set forth in Article 18 (“Obligations Regarding Criminal Records of Individuals Assigned to Work in City Schools Facilities”) of the City Schools General Articles (Appendix B).

20.0 LIVING WAGE

During the term of the Contract resulting from this solicitation, the Entity shall pay its employees a Living Wage in accordance with Baltimore City Living Wage legislation and regulations. Baltimore City’s current Living Wage can be obtained by going to <https://civilrights.baltimorecity.gov/wage-commission/wages#living> or by contacting the Baltimore Wage Commission at 410-396-4835. The award amount of the Contract resulting from this solicitation cannot be increased for the Entity’s failure to factor into its Proposal any future increases in the Living Wage rates in effect at the time of this solicitation during the initial Contract term.

21.0 BONDING

Not applicable.

22.0 TERMS AND CONDITIONS

City Schools plans to enter into a contractual agreement with the Entity, subject to the General Terms and Conditions of the contract submitted the Entity and shall include the City Schools General Articles unless modified in writing by City Schools.

In the event of conflict between the City Schools General Articles and these General Terms and Conditions the City Schools and the Entity shall negotiate mutually agreeable terms.

In the event of a conflict between this RFI and any of the terms and conditions proposed by any Entity or incorporated in any acknowledgement of Contract awarded to the successful Entity, then, and in such event, the terms and conditions stated herein shall take precedence, unless modified in writing by the Director of Procurement.

Any exceptions to City Schools’ terms and conditions are not binding unless they are: (i) negotiated and deemed mutually agreeable by the successful Entity and City Schools; and (ii) memorialized in a binding agreement between the successful Entity and City Schools.

23.0 STATE OF MARYLAND CERTIFICATE OF GOOD STANDING

Entities shall submit a State of Maryland Certificate of Good Standing or other State of Maryland issued documentation verifying the Entity is in Good Standing with the Department of Assessments and Taxation of Maryland and/or registered to do business in the State of Maryland. The Maryland Certificate of Good Standing must be issued no later than sixty (60) days prior to the Proposal Due Date. If the Certificate of Good Standing contains a minor irregularity, the Entity will be allowed five (5) business days to cure the minor irregularity or be determined non-responsive. Certificates of Status may be obtained online by visiting the following website: <https://egov.maryland.gov/BusinessExpress/>

This requirement applies to both Domestic and Foreign (out of state) Entities. Foreign entities should contact the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 at 888-246-5941, to determine and apply for the appropriate documentation.

24.0 UNNECESSARILY ELABORATE BROCHURES

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective Proposal are not desired and may be construed as an indication of the Entity's lack of cost consciousness. Elaborate artwork and expensive visual and other presentation aids are neither necessary nor wanted.

25.0 SERVICE LEVEL AGREEMENT

Not applicable.

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PART III: RFI SUBMISSION REQUIREMENTS

1.0 GENERAL FORMAT

- A. The Entity's Proposal shall be submitted as one (1) combined PDF file via email to emma.maryland.gov.
- B. Responses shall be labeled on the outside of each submitted package with the following:
 - 1. The Respondent's name and business address,
 - 2. The RFI Due Date/Time for receipt of Information, and
 - 3. The Request for Information (RFI) number and Title of the Request for Information.

TAB A. TRANSMITTAL LETTER

Responses are to be accompanied by a brief transmittal letter prepared on the respondent's letterhead. This transmittal letter shall include:

- A. The name, title, address, telephone number, and electronic mail address of the person authorized to respond to this RFI and who will receive all official notices concerning this RFI.
- B. The respondent's Federal Tax Identification Number or Social Security Number.
- C. A brief statement of the respondent's understanding of the work to be done, the respondents' response to the RFI as noted in Part I: Section 3 of this RFI
- D. Acknowledgement of all Addenda to this RFI.

TAB B. TECHNICAL RESPONSE

The Entity shall address each major requirement of **Section 3 (General Instructions)**

TAB C: FULLY EXECUTED CONTRACT

The Entity shall provide a minimum of one (1) fully executed contract that was awarded to them as a result of a competitive procurement process such as Request for Proposals (RFP), Invitation for Bids (IFB), or General Services Administration (GSA). **Please Note: Contracts awarded as a result of negotiations or sole source will not be accepted.** The contract submitted must have a minimum of two (2) years remaining from the date of proposal submission. The contract submitted must include detailed product pricing, including training of staff.

TAB D: REQUIRED GOVERNMENT DOCUMENTS

The Entity shall submit a Certificate of Good Standing for the State of Maryland.

TAB E: ADDITIONAL DOCUMENTS

The Entity shall provide a minimum of three (3) references from clients that have received similar services within the last five (5) years.

The Entity shall provide vehicle information for the proposed vehicles to be used to transport City Schools students. The information shall include:

Make/Model, Year, mileage, most recent inspection certificate, and vin number.

The Entity shall provide a list of proposed drivers and aides that will be on the vehicles during the daily routes. (The drivers and aides will have to undergo a background check before they can participate in this contract)

Failure to provide any of the requested information or documents in this solicitation may render the Proposal non-responsive.

PART IV: EVALUATION AND SELECTION PROCEDURE

1.0 EVALUATION COMMITTEE

- A. Evaluation of the Proposals will be performed by a committee established for that purpose. .
- B. The Contract resulting from this RFI will be awarded to Entities whose Proposals are the most advantageous to City Schools, considering its ability to meet the requirements and the terms and conditions of the contract submitted.