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**REQUEST FOR PROPOSAL PUR-27-010**  
**PREQUALIFICATION OF COACH BUS CONTRACTORS**

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|-----------------------------------------|-----------------------------------------------------------------------------|
| <b>ISSUED BY:</b>                       | The Department of Purchasing & Supply Services<br>Attention: LaShawn Basham |
| <b>RFP NUMBER:</b>                      | RFP PUR-27-010                                                              |
| <b>RELEASE DATE:</b>                    | July 20, 2026                                                               |
| <b>PRE-PROPOSAL MEETING:</b>            | August 5, 2026 @ 11:00am                                                    |
| <b>QUESTIONS DUE DATE/RESPONSE BY:</b>  | August 11, 2026/August 18, 2026                                             |
| <b>PROPOSAL DUE DATE:</b>               | September 1, 2026                                                           |
| <b>DIRECT INQUIRIES TO PROCUREMENT:</b> | dcp.procurement@pgcps.org                                                   |

**To All Prospective Offerors:**

Prince George's County Public Schools (PGCPS) is soliciting competitive proposals to prequalify motor coach contractors with qualified personnel and equipment to provide safe, reliable, and efficient transportation services to students for trips as part of educational and extracurricular programs. PGCPS anticipates awarding contracts to multiple offerors.

**Minority & Small Business Enterprises and Veteran-Owned Businesses are encouraged to respond to this RFP.**

A virtual pre-proposal conference will be held on **August 5, 2026**, via **Zoom Meet**.

**<https://pgcps-org.zoom.us/j/87815707473?pwd=fsHM76gNfHSWDV2PYff95sLbyvUaS.1>**

While attendance at the pre-proposal meeting *is not* mandatory, the information presented is informative. All interested Offerors are encouraged to attend.

**Solicitation Documents may be obtained by:**

- Downloading the solicitation by accessing the Prince George's County Public School Board's website at the following link: <https://offices.pgcps.org/purchasing/bids.aspx>
- Downloading the solicitation by accessing eMaryland Marketplace link: <https://ebidmarketplace.com/>

Please respond according to the instructions provided in the RFP. Offerors are cautioned not to make changes to any of the terms and conditions or specifications in this solicitation, doing so may render an Offeror's Proposal unacceptable and subject to rejection.

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## ***Section I: SCOPE OF WORK***

### **1. BACKGROUND**

On behalf of the Board of Education of Prince George's County, Maryland, Prince George's County Public Schools (PGCPS) is soliciting Proposals to prequalify motor coach contractors with qualified personnel and equipment to provide safe, reliable and efficient transportation services to students for trips as part of educational and extracurricular programs.

PGCPS is the 18th largest school system in the United States, the second largest in the state of Maryland, and presently includes roughly 200 schools and educational centers, with 17 central offices.

PGCPS schools may utilize contracted motor coach bus carriers to transport students for field trips and other school-sponsored activities to destinations that are within Prince George's County, outside Prince George's County but within the state of Maryland, or out-of-state, including overnight trips. PGCPS contracts with outside bus contractors to provide transportation for extracurricular, sports, and other types of trips for schools.

### **2. SCOPE OF SERVICES**

2.1 This RFP is to prequalify motor coach contractors to provide student transportation for trips. Prices submitted will establish fixed pricing from which prequalified contractors will quote costs to individual PGCPS schools and offices for specific trips.

2.2 The requirements listed are to aid contractors and acquaint them with what is required to execute the work on this contract. Contractor shall furnish all materials, supervision, labor, equipment and other facilities as necessary, and properly provide services in accordance with the specifications in this RFP.

2.3 Contractor shall maintain a permanent place of business, maintain all appropriate and applicable licenses, and comply with all federal, state and local laws and ordinances necessary to perform this work.

2.4 At all times during the term of this contract, the contractor shall maintain a satisfactory rating with the Federal Motor Carrier Safety Administration (FMCSA). Contractor's motor coach operators shall be registered, qualified, and in compliance with all regulations of all applicable governmental agencies, including either the Federal Motor Carrier Safety Administration (FMCSA) for motor coach operators or the appropriate state agency governing motor coach operator safety in the state in which the contractor operates for intrastate carriers

2.5 Contractors are required to report to PGCPS any conditions or driving violations that could result in losing the satisfactory rating with the Federal Motor Carrier Safety Administration (FMCSA), within five days of when the violation occurred or when the contractor became aware of the violation, whichever is earlier.

2.6 Contractors must provide their Federal Motor Carrier number that represents the interstate operating authority issued by FMCSA.

2.7 Contractors must provide their U.S. Department of Transportation (USDOT) number.

2.8 Contractors must provide evidence that they have a driver drug/alcohol testing program that complies with FMCSA regulations. Drug and alcohol testing documents to be submitted annually.

2.9 Contractors must be able to provide accessible motor coach service to passengers with disabilities when provided with 48-hour notice of the need for accessible service. Upon receipt of the 48-hour notice, the contractor must provide accessible service to include a motor coach equipped with a wheelchair lift for passengers who are unable to board the motor coach without the use of a wheelchair. The motor coach

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must also be equipped with a specific location and equipment for securing the wheelchair.

2.10 Contractors must comply with the FMCSA regulations on periodic safety inspections of all motor coaches in their fleet and must systematically inspect, repair, and maintain all buses subject to their control per the FMCSA and any applicable state regulations.

2.11 Contractors shall not use vans; school buses or personal vehicles for transporting any students.

2.12 Contractor must comply with the Americans with Disabilities Act (ADA).

### **3. DRIVER QUALIFICATIONS**

3.1 The Contractor shall provide only experienced, qualified, courteous, and properly licensed drivers in the performance of their obligations under this contract. The drivers shall carry out their duties within reasonable standards of decorum. Upon the request of PGCPs, Contractor shall promptly provide the drivers' licensing information and driving records.

3.2 The Contractor's drivers must successfully pass PGCPs fingerprinting and the commercial background check. The PGCPs Fingerprinting Office is open Monday through Friday from 8:30 a.m. to 4:00 p.m. and is in the Sasscer Administration Building, 14201 School Lane, Upper Marlboro, MD 20772. Fingerprinting is conducted by appointment only. Please call 301-952-7831 to schedule an appointment. For additional information and other fingerprinting locations, please visit the PGCPs website at <https://www.pgcp.org/offices/humanresources/employee-and-labor-relations/fingerprinting-and-background>. Applicants must identify themselves as coach bus contract drivers and include the company name. The cost of which shall be borne solely by the Contractor, with no right of reimbursement from the Board.

3.3 Contractors are prohibited from assigning registered sex offenders and individuals convicted of sexual offenses, child sexual abuse, and other crimes of violence as a driver for an PGCPs trip or performing any other function that would place them in proximity to PGCPs students.

3.4 Bus drivers shall meet all licensing requirements of Maryland and/or any other applicable state's Motor Vehicle Administration.

3.5 Drivers should observe the highest possible standards of safe driving always and strictly comply with the rules of the road and all provisions of the Motor Vehicle Administration of Maryland and/or any other applicable state in which they operate.

3.6 The Contractor and its bus drivers shall take every precaution to ensure the safety of passengers. The use of tobacco by any person while performing their bus duties is absolutely prohibited. The use of intoxicants, narcotics, or any other controlled substance by any person while driving a motor coach or during a reasonable period before driving a motor coach is absolutely prohibited. The presence of any intoxicants, narcotics, or any other controlled substance, in or upon a motor coach, is absolutely prohibited. The Contractor shall prohibit any employee found in violation from performing services under its agreement with PGCPs. In the case of a violation by a Contractor, such violation shall be cause for termination of the contractor's agreement with PGCPs.

3.7 All drivers must meet all federal and state Commercial Driver's License (CDL) requirements and "P" passenger endorsement.

3.8 Contractors must comply with the FMCSA driving limitations as established by federal regulations. All drivers shall comply with applicable hours of service requirements.

3.9 All drivers must abide by all policies and procedures established by PGCPs.

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#### **4. MOTOR COACH QUALIFICATIONS**

- 4.1 All motor coaches provided by the Contractor for transportation services will comply with all USDOT, MVA, COMAR, and PGCPs requirements.
- 4.2 Contractor shall maintain all motor coaches in a clean, safe and acceptable condition. PGCPs reserves the right to make periodic inspections of buses.
- 4.3 Motor coaches manufactured on or after 11/28/2016 must be equipped with passenger lap/shoulder seat belts.
- 4.4 Motor coaches must be designated and operated as non-smoking motor coaches.
- 4.5 Motor coaches shall be equipped with two-way radios, cellular telephones, or equipment that will enable communication between PGCPs and the vehicle driver and/or the company's home base.
- 4.6 Motor coaches shall have overhead storage space and standard cargo/luggage compartments under the bus.
- 4.7 Motor coaches must be equipped with a GPS Tracking System.
- 4.8 Motor coaches shall be equipped with operable equipment and amenities, including reclining seats, heating, air-conditioning, public-address system, onboard entertainment systems with viewable screens from each seat, WIFI capabilities and must be in excellent working condition. Bus lavatory facilities must be completely functioning and clean.
- 4.9 Motor coaches provided by the Contractor shall be less than 15 years old. Proof of age must be provided upon request.
- 4.10 Motor coaches unoccupied by drivers must be kept locked to protect personal property.

#### **5. SUBCONTRACTORS**

- 5.1 If a subcontractor is approved by the PGCPs officials, the primary contractor shall be fully responsible to PGCPs for any acts and omissions of their subcontractors and of persons directly or indirectly employed by them.
- 5.2 Nothing contained in these contract documents shall create any contractual relation between any subcontractor and PGCPs.
- 5.3 If a lift bus is required, the Contractor may subcontract a lift bus from an approved PGCPs contractor.
- 5.4 In the event of an emergency that occurs during a trip, such as an accident or breakdown, the Contractor is expected to have immediate access to a substitute bus and/or substitute driver. The Contractor must notify the trip coordinator and report resolution of the emergency to safely transport PGCPs students to the destination. The substitute coach, bus and driver must meet the same criteria as originally required in RFP. Any emergency substitute bus driver must still completely satisfy the PGCPs criminal background and fingerprinting checks *before* transporting students, regardless of the duration of the emergency.

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## **6. BOOKING ORDERING AND PAYMENT PROCESS**

6.1 PGCPs schools and/or departments will request a bus trip quote.

6.2 Contractor shall provide the requested quote within 2 business days using. Contractor shall include itemized pricing to demonstrate that their quote is consistent with the pricing set forth in the contractor's price proposal.

6.3 There shall be no minimum fees, surcharges or gratuity of any kind allowed.

6.4 To maintain qualification status, the Contractor shall respond to every request for quote. If the Contractor is unable to provide a quote, they must submit a "no quote" response and include a reason. Contractors that do not respond to requests for quotes on more than two occasions may be subject to termination or non-renewal.

6.5 Contractor shall arrive and depart from the PGCPs designated pick-up location. At the beginning of the trip, the contractor shall provide the bus driver's cell phone number to the trip coordinator as well as an additional 24-hour emergency contact phone number.

6.6 The bus must remain with the PGCPs trip group if requested. If not, the PGCPs trip coordinator will identify a specific drop-off and pick-up time from the venue.

6.7 The trip itinerary and pick-up and drop-off times will be trip specific.

6.8 Contractor agrees to provide reliable and safe motor coach transportation and related services to PGCPs consistent with all the details provided in the Transportation Quotation. The motor coach operators provided by the contractor to PGCPs shall be of such size and equipped with such options, features, and facilities as set forth in the Transportation Quotation.

6.9 All quotations must remain valid for a minimum of 30 calendar days.

6.10 Upon receiving all required internal approvals, PGCPs will issue a Purchase Order (PO) to the Contractor authorizing services under the quotation.

6.11 Following completion of services, the Contractor must submit a physical invoice to the PGCPs Accounts Payable Office or email them to **ap.invoices@pgcps.org**. All invoices must reference the corresponding PO number. Invoices may be delivered by mail or in person.

6.12 Invoices will be processed under Net 5 payment terms upon receipt by Accounts Payable. Alternatively, school-issued checks may be provided on the day of service when applicable.

## **7. CONTRACTOR RESPONSIBILITIES**

7.1 Contractor shall investigate any employee's performance issues or concerns and take appropriate action at the request of PGCPs.

7.2 Contractor shall report to PGCPs any conditions or driving violations that could result in losing the satisfactory rating with the FMCSA and/or licensing with the MVA, within five days of when the violation occurred or when the Contractor became aware of the violation, whichever is earlier.

7.3 Contractor shall ensure the complete confidentiality of any and all information provided by PGCPs and gathered and developed by Contractor in the performance of this Contract. The material gathered, used

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and developed shall not be provided to any other party without the expressed written approval of the Supervisor of Purchasing.

## **8. ADMINISTRATIVE REQUIREMENTS**

8.1 Contractors shall submit a copy of their renewed Motor Carrier Safety Review (MCSR) prior to the expiration of their current certificate. The renewed MCSR must be emailed to **isupplier.support@pgcps.org**. Failure to provide an updated MCSR may result in delays, suspension of services, or removal from the approved vendor list. If using the DOT/FMCSA audit, contractors must submit proof of current compliance to the Supervisor of Transportation by July 31 of each year.

## **9. PGCPs RESPONSIBILITIES**

9.1 PGCPs will provide general oversight and guidance related to services provided under the terms of this contract.

9.2 PGCPs will provide access to applicable PGCPs Locations, Monday through Friday 8:30 A.M. to 4:00 P.M., and every day PGCPs is open for business. Vendors are welcome to visit our website at [www.pgcps.org](http://www.pgcps.org) for school holidays and other school closings.

## **10. PGCPs CONTRACT ADMINISTRATOR**

**An administrator will be appointed and contact information provided to the awardee(s).**

**Note: The Buyer listed on page 1 is the sole point of contact for this RFP prior to award.**

## **11. INSPECTION OF SERVICES**

The Contractor shall provide and maintain an inspection system acceptable to the PGCPs covering the services under this solicitation. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the PGCPs during contract performance and for as long afterwards as the contract requires.

PGCPs has the right to observe and evaluate all services in accordance with the contract, to the extent practicable at any time and place during the term of the contract. The PGCPs shall perform inspections and tests in a manner that will not unduly delay or interrupt the work.

(1) No inspector other than the Purchasing Supervisor may change any provision of the specifications or the contract without written authorization. The presence or absence of an inspector does not relieve the Contractor or Subcontractor from any requirements of the contract.

(2) Location. When an inspection is made in the plant or place of business of a Contractor or Subcontractor, the Contractor or Subcontractor shall provide, without charge, all reasonable facilities and assistance for the safety and convenience of the person or person performing the inspection or testing.

(3) Time. Inspection or testing of supplies and services performed at the plant or place of business of any Contractor or Subcontractor shall be performed at reasonable times.

## **12. DURATION OF CONTRACT**

The Contracts shall remain in force and effect for a period of **years 1 through 3, option year 1, and option year 2** exercised at the sole discretion of PGCPs.

## **13. INSURANCE REQUIREMENTS – SPECIFIC TO CHARTER BUS OPERATIONS**

Unless otherwise required in these specifications, or elsewhere, if a Contract is awarded the Contractor shall be required to purchase and maintain during the life of the Contract the following coverages and limits. The Contractor shall require similar coverage from any of its subcontractors.

### **13.1 Commercial General Liability**

With coverage of at least \$1,000,000 per occurrence, \$3,000,000 aggregate written on an occurrence

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basis covering all premises and operations and including personal and advertising injury, independent contractor, contractual liability and products and completed operations. On all Commercial General Liability Insurance policies, the Board of Education of Prince George's County (the BOARD) AKA Prince George's County Public Schools (PGCPS) and all PGCPS Parties, administrators, executives, employees and volunteers, shall be named as additional insureds, which shall be shown on the insurance certificates furnished to PGCPS under this Section.

#### 13.2 Workers' Compensation Insurance

Statutory benefits as required by Maryland law and/or, when required, the U.S. Longshore and Harbor Workers' Compensation Act including standard Other States Insurance and Employers' Liability Insurance with limits of at least \$500,000 each accident/\$500,000 each employee disease/\$500,000 disease policy limit.

Sole proprietors and partners exempt from statutory workers' compensation with no employees or subcontracts must refer to the Special Conditions as respects this requirement.

#### 13.3 Business Auto Liability Insurance:

At least \$5,000,000 combined single limit any one accident to include owned, non-owned, and hired vehicles.

13.4 The Contractor shall provide PGCPS with a Certificate of Insurance evidencing the required coverage within 10 days of the notice of award. If the Contractor receives an insurer's non-renewal or cancellation notice while under contract, the Contractor shall provide a copy to Purchasing within 2 business days of its receipt. The Contractor, if requested by PGCPS, shall provide certified true copies of any, or all, insurance policies.

13.5 Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in any resulting Contract or for which the Contractor may be liable by law or otherwise.

13.6 Failure to provide and continue in force such insurance as required herein shall be deemed a material breach of any resulting Contract and shall operate as an immediate termination thereof.

#### 14. Liquidated Damages – Non-Safety Quality and Capacity Obligations

The Contractor acknowledges and agrees that PGCPS incurs obligations and expenses related to the activities for which bus or motor coach transportation and related services are required. The Contractor further understands that PGCPS will suffer damages if the Contractor fails to meet its non-safety-related quality and capacity obligations as specified in this contract and in the Transportation Request, and that such damages are difficult to calculate. Accordingly, if PGCPS elects to receive services despite the Contractor's failure to meet any requirement outlined in the Transportation Request, then as liquidated damages—and as the Contractor's sole and exclusive remedy for any damages resulting from a breach of the non-safety-related obligations identified below—PGCPS may withhold from its payment (or the Contractor shall refund, if prepayment occurred) the specified percentage of the total amount PGCPS agreed to pay for the applicable services under the relevant Completed Purchase. These liquidated damages provision does not limit or affect the applicability of the indemnification provisions set forth in this contract, nor does it restrict any remedies available to PGCPS for damages resulting from breaches unrelated to the items listed below or in the event PGCPS cancels its trip due to such breach.

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### Liquidated Damage Topics and Percentage

| Issue                                                                                                                                                                                              | Percentage of Total Trip Price per Motor Coach as Liquidated Damages |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| Unsanitary Bus arrival (includes restroom)                                                                                                                                                         | 5%                                                                   |
| Malfunctioning onboard entertainment system (per bus)                                                                                                                                              | 5%                                                                   |
| Bus missing Wi-Fi access through no fault of contractor (unavailable areas) (per bus)                                                                                                              | 5%                                                                   |
| Bus restroom not operational (per bus)                                                                                                                                                             | 50%                                                                  |
| Bus missing disability requirements (per bus)                                                                                                                                                      | 50%                                                                  |
| Bus undersized (per bus)                                                                                                                                                                           | 50%                                                                  |
| Mechanical breakdown not corrected within 90 minutes (per bus). Liquidated damages will not be assessed if the contractor can prove all reasonable efforts to remedy the situation were exhausted. | 50%                                                                  |
| Substitution of equipment or subcontractor in a non-emergency situation without prior approval (per bus)                                                                                           | 50%                                                                  |
| Failure to have a working camera or video equipment on the bus.                                                                                                                                    | \$250 per incident                                                   |

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## Section IV: EVALUATION CRITERIA

The evaluation criteria are set forth in the order of importance and are intended to be the basis by which each Technical Offer and interview shall be evaluated, measured and ranked. PGCPs reserves the right to evaluate, at PGCPs's sole discretion, the extent to which each Offer received compares to the said criteria and to other technical offers. The recommendation of the evaluation committee is based on the evaluations using the following criteria.

The evaluation by the Purchasing Office after the evaluation committee has completed its technical evaluation. Award(s) are made to the offeror(s) receiving the highest total score combining technical (85%) and price (15%). PGCPs contemplates awarding multiple contracts.

### TECHNICAL CRITERIA

|                                           |
|-------------------------------------------|
| Offeror's Qualifications and Capabilities |
| Past Performance/References               |
| Key Personnel                             |
| Capacity and Inventory of Buses           |

PGCPs may request additional information about or clarification of proposals.

Offerors are advised that in the event of receipt of an adequate number of proposals which require no clarification and/or supplementary information, such proposals may be evaluated without further discussion. Therefore, initial proposals should be submitted on the most complete and favorable terms and conditions. Should proposals submitted require additional clarification and/or supplementary information, such clarification/ information shall be submitted in a timely manner.

In determining the qualifications of an Offeror, PGCPs will consider the Offeror's record and performance of any prior contracts with PGCPs, federal departments or agencies, or other public bodies, including but not limited to the Offeror's record providing contracted bus services to PGCPs, other schools, or school districts. PGCPs reserves the right to reject the proposal of any Offeror if the investigation discloses that the Offeror, in PGCPs' opinion, has not properly performed such prior contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractors or employees.

PGCPs reserves the right to shortlist the number of Offerors that are considered in the interview stage and/or solicit best and final offers only from a short list of Offerors receiving the highest evaluated scores.

PGCPs reserves the right to negotiate or modify any element of the proposal to ensure that the best possible arrangements for achieving the stated purpose are obtained.

PGCPs reserves the right to select the response to this RFP that it believes will best serve its business and operational requirements.

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## Section VI: PROPOSAL FORMAT

Offerors shall submit one original and one paper copy and one electronic copy of their technical proposal for proposals being dropped off. The electronic copy shall be submitted on a flash drive. When submitting a technical proposal, the following minimum information must be provided for proper review by the evaluation committee. Please note that your proposal, if considered responsive, will be rated against other responsive submissions and the evaluation criteria listed in this RFP. Your Technical Proposal should be complete in every way for the Evaluation Committee to make a proper and complete evaluation of your capabilities and response. **Proposals that do not contain the following information may be rejected.**

### 1. GENERAL FORMAT- FOUR-PART SUBMISSION

- Volume I - Technical Proposal
- Volume II - Cost Proposal
- Volume III – Appendices

### 2. FORMAT OF TECHNICAL PROPOSAL

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

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

The Technical Proposal shall include the following documents and information in the order specified. Each section of the Technical Proposal must be separated by a TAB as detailed below:

- **Transmittal Letter**

A Transmittal Letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the Proposal and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the offeror to the services and requirements as stated in this RFP.

- **Title Page and Table of Contents**

The Technical Proposal should begin with a Title Page bearing the name and address of the offeror and the name and number of this RFP. A Table of Contents should follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

A complete, unaltered, signed RFP including any addenda issued by PGCPs

- **Offeror Technical Response to RFP Requirements**

Offeror shall address each Scope of Work requirement in its Technical Proposal and describe how its proposed services will meet or exceed the requirement(s). The Offeror shall give a definitive description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology and techniques to be used by the Offeror in providing the services as outlined in RFP *Scope of Work*.

Offeror shall submit evidence that they maintain a permanent place of business.

Offeror shall include copies of all appropriate and applicable licenses required to perform this work and proof of compliance with federal, state and local laws and ordinances.

Offerors shall provide a list of all available equipment, to include current mileage, age and capacity of bus.

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Offeror shall submit evidence of a current satisfactory rating with the Federal Motor Carrier Safety Agency, or comparable, issued within the past two years and disclose any infringements that could jeopardize the safety of our students. If Offeror proposes to use another comparable organization, Offeror shall provide details and/or current certification from the comparable organization.

- **Offeror's Qualifications and Capabilities**

Offeror shall include a complete and accurate Qualification/Experience Affidavit, documenting the Offeror's experience with similar projects and/or services.

The Offeror shall describe how its organization can meet the requirements of this RFP and shall include the following information:

- The number of clients/customers and geographic locations that the Offeror currently serves;
- The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under this Contract;
- The Offeror's process for resolving billing errors; and
- An organizational chart that identifies the complete structure of the Offeror, including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.

Consideration will be given to any previous performance with PGCPs as to the quality of contractor's services.

- **Experience and Qualifications of Proposed Staff**

Offeror shall identify the staff proposed to be utilized under the Contract.

Offeror shall demonstrate that they have adequate staff to perform the required services. Use of subcontractor(s) and/or third-party providers, if any, must be specifically identified within the proposal. Subcontractor and/or third-party provider roles shall be clearly expressed. PGCPs reserves the right to accept or reject use of proposed subcontractor(s) and/or third-party provider(s).

## **Financial Statement**

### **Certificate of Insurance**

- **Contract Affidavit (Attachment A)**
- **Appendix A – Proposal and Addendum Acknowledgement**
- **Appendix C – Non-Collusion Certificate**
- **Appendix D – Debarment Affidavit**
- **Appendix E – Anti-Bribery Affidavit**
- **Appendix F – Certificate of Insurance Coverage**
- **Appendix I – Certificate State of Maryland Tax Certification**
- **Appendix J – Certification of Compliance**
- **Appendix K – Vendor Conflict of Interest Disclosure Form**

### **3. FORMAT OF PRICE PROPOSAL**

Complete and submit the Price Proposal under separate sealed cover from the Technical Proposal. The Price Proposal shall contain all price information in the format specified. The Offeror shall complete the Price Proposal Form only as provided in the Price Proposal Instructions and the Price Proposal Form itself.

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## **Qualifications Affidavit**

**Submitted by:** \_\_\_\_\_

PGCPS reserves the right to contact additional references not contained in the Affidavit. Information obtained from the references provided herein, and any additional references not listed in this Affidavit, will assist PGCPS in making the determination on offeror responsibility. If PGCPS, in its sole discretion, determines that an offeror's references are inadequate, PGCPS reserves the right to determine whether an offeror is not responsible which may be cause for rejection of the proposal.

The Offeror should have at least five years of experience in providing student transportation services of similar scope and complexity. How many years has your firm been in the business of providing similar services? \_\_\_\_\_ Years of relevant experience

10. List at least three contracts/references similar to the work described herein, which your organization has completed within the last three years. (Include company names, school district or government agency, address, and contact person and phone number).

A. Date of Substantial Completion: \_\_\_\_\_

Project Description: \_\_\_\_\_

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

Agency or School District: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Value: \$\_\_\_\_\_

B. Date of Substantial Completion: \_\_\_\_\_

Project Description: \_\_\_\_\_

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

Agency or School District: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Value: \$ \_\_\_\_\_

C. Date of Substantial Completion: \_\_\_\_\_

Project Description: \_\_\_\_\_

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

Agency or School District: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Value: \$ \_\_\_\_\_

11. List two additional professional references not including those cited above. Provide project name, address, phone, email, and point of contact.

| Project Name | Address | Phone | Email | Point of Contact |
|--------------|---------|-------|-------|------------------|
|              |         |       |       |                  |
|              |         |       |       |                  |

12. What is your Dunn and Bradstreet Rating?

13. How many people does your company presently employ on a:

A. Full-time basis? \_\_\_\_\_

B. Part-time basis? \_\_\_\_\_

14. Has your company performed any contracts for any unit of the State of Maryland or Prince George's County Government over the last five (5) years other than those previously listed? If so, please indicate which entities were served (Please list names, addresses, dates, and the government employee responsible for accepting the work).

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15. Has your company or any of its officers or employees ever been found guilty of any criminal act regarding the performance of a government contract or subject to any penalty, termination for cause, or liquidated damages arising out of poor or non-performance? Explain.

16. Has your company ever been suspended or debarred from bidding on local, school, state or federal contracts for any reason? Explain.

17. Has your company ever filed for bankruptcy/receivership or any other similar defalcation? Explain.

18. Are any officers or employees of your company also employees of Prince George's County Public Schools? Do any officers or employees of your company have immediate family members who are employees of Prince George's County Public Schools? Explain.

The signatory of this form hereby affirms that the information as set forth is accurate, truthful and complete, to the best of his/her knowledge and belief.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Name of Organization: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

**Title:** \_\_\_\_\_

### **Section VII: PRICE PROPOSAL**

Offerors shall enter their price rates on the Price Proposal sheet. Price proposals are to be fully loaded with prices that include all costs/expenses associated with the provision of the required services. The proposal price shall include, but is not limited to, all labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid.

There are two categories and three main classifications within each category. Offerors may propose a rate in as many categories and in as many classifications-per-category as their rate structure warrants.

The categories are:

Motor Coach Bus Local Travel

Motor Coach Bus Long Distance Travel

Local travel is within 50 miles of the school or department. Long distance is beyond. All rates proposed in response to this solicitation will be applied as portal-to-portal.

The classifications-per-category are:

Flat Rate: M o n d a y thru Friday, Weekend or Holiday

Hourly Rate: Monday thru Friday, Weekend or Holiday

Mileage Rate: Monday thru Friday, Weekend or Holiday

Offerors must submit rates on the Price Proposal Sheet only. Proposals received with altered formats may be considered as non-responsive and ineligible for award.

Offerors may submit pricing in as many categories as appropriate to them.

In quoting specific trips to PGCPs schools and departments, the Contractor may choose whichever category and whichever classification, or combination of classifications are appropriate to them. The Contractor must quote the rates that they have proposed.

**Section VII: PRICE PROPOSAL**

**YEARS 1 through 3**

|                         |               |                    |
|-------------------------|---------------|--------------------|
| Motor Coach Bus, Local: | Monday-Friday | Weekend or Holiday |
| Flat Rate (Trip)        | _____         | _____              |
| Hourly Rate             | _____         | _____              |
| Mileage Rate            | _____         | _____              |
| Cancellation Rate       | _____         | _____              |

|                                    |               |                    |
|------------------------------------|---------------|--------------------|
| Motor Coach Bus,<br>Long Distance: | Monday-Friday | Weekend or Holiday |
| Flat Rate (Trip)                   | _____         | _____              |
| Hourly Rate                        | _____         | _____              |
| Mileage Rate                       | _____         | _____              |
| Cancellation Rate                  | _____         | _____              |

**OPTION YEAR 1**

|                         |               |                    |
|-------------------------|---------------|--------------------|
| Motor Coach Bus, Local: | Monday-Friday | Weekend or Holiday |
| Flat Rate (Trip)        | _____         | _____              |
| Hourly Rate             | _____         | _____              |
| Mileage Rate            | _____         | _____              |
| Cancellation Rate       | _____         | _____              |

|                                    |               |                    |
|------------------------------------|---------------|--------------------|
| Motor Coach Bus,<br>Long Distance: | Monday-Friday | Weekend or Holiday |
| Flat Rate (Trip)                   | _____         | _____              |
| Hourly Rate                        | _____         | _____              |
| Mileage Rate                       | _____         | _____              |
| Cancellation Rate                  | _____         | _____              |

**PRICE PROPOSAL (Cont'd)**

**OPTION YEAR 2**

|                         |               |                    |
|-------------------------|---------------|--------------------|
| Motor Coach Bus, Local: | Monday-Friday | Weekend or Holiday |
| Flat Rate (Trip)        | _____         | _____              |
| Hourly Rate             | _____         | _____              |
| Mileage Rate            | _____         | _____              |
| Cancellation Rate       | _____         | _____              |

|                                    |               |                    |
|------------------------------------|---------------|--------------------|
| Motor Coach Bus,<br>Long Distance: | Monday-Friday | Weekend or Holiday |
| Flat Rate (Trip)                   | _____         | _____              |
| Hourly Rate                        | _____         | _____              |
| Mileage Rate                       | _____         | _____              |
| Cancellation Rate                  | _____         | _____              |

Submitted by:  
Offeror Name: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name and Title: \_\_\_\_\_



## PURCHASING AND SUPPLY SERVICE

Desmond Brown - Director of Purchasing and Supply Services  
Louis Wilson Building  
13300 Old Marlboro Pike | Upper Marlboro, MD 20772

### APPENDIX A – PROPOSAL AND ADDENDA ACKNOWLEDGEMENT (SUBMIT WITH VOLUME III, APPENDICES ENVELOPE ONE)

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

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

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

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

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

REGISTERED MARYLAND OFFEROR NUMBER: \_\_\_\_\_

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

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

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

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

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

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

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

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



## PURCHASING AND SUPPLY SERVICE

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The above-signed company/firm acknowledges the receipt of the following addenda for the above-referenced solicitation. Offeror must sign below to acknowledge receipt for each Addendum. Offerors are directly responsible for obtaining updates, changes or addendums either from eMMA webpage or by

contacting the Purchasing Office for instruction.

Vendor Name: \_\_\_\_\_

Name and Title: \_\_\_\_\_

*(Authorized to sign on behalf of the Company)*

Addendum No. 1 \_\_\_\_\_

Signature

Addendum No. 2 \_\_\_\_\_

Signature

Addendum No. 3 \_\_\_\_\_

Signature

Addendum No. 4 \_\_\_\_\_

Signature

Addendum No. 5 \_\_\_\_\_

Signature

### END OF APPENDIX A

endor Authorized Representative \_\_\_\_\_



## PURCHASING AND SUPPLY SERVICE

Desmond Brown - Director of Purchasing and Supply Services  
Louis Wilson Building  
13300 Old Marlboro Pike | Upper Marlboro, MD 20772

### APPENDIX C - NON-COLLUSION CERTIFICATE (SUBMIT WITH VOLUME III, APPENDICES ENVELOPE ONE)

I HEREBY CERTIFY that I am the \_\_\_\_\_ and the duly authorized

representative of \_\_\_\_\_ whose

address is \_\_\_\_\_ and

THAT NEITHER I nor, to the best of my knowledge, information, and belief, the above firm nor any of its other representatives I here represent:

- (a) Have agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the RFP or offer being submitted herewith.
- (b) Have in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the RFP price or price Bid of the offeror or Offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within RFP or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

#### Signature of:

X \_\_\_\_\_  
Offeror, if the offeror is an individual

X \_\_\_\_\_  
Partner, if the offeror is a partnership

X \_\_\_\_\_  
Officer, if the offeror is a corporation

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

X \_\_\_\_\_

Notary Public

\_\_\_\_\_

My commission expires



## PURCHASING AND SUPPLY SERVICE

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13300 Old Marlboro Pike | Upper Marlboro, MD 20772

### APPENDIX D - DEBARMENT AFFIDAVIT (SUBMIT WITH VOLUME III, APPENDICES ENVELOPE ONE)

\_\_\_\_\_ being first duly sworn deposes and says that he is an officer in the \_\_\_\_\_ and the party making a certain proposal for RFP dated, \_\_\_\_\_ 20\_\_\_\_, to the Board of Education of Prince George's County:

I further affirm that: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

\_\_\_\_\_

I further affirm that: (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

\_\_\_\_\_

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

#### Signature of:

X \_\_\_\_\_  
Offeror, if the offeror is an individual

X \_\_\_\_\_  
Partner, if the offeror is a partnership

X \_\_\_\_\_  
Officer, if the offeror is a corporation

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

X \_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission expires



## PURCHASING AND SUPPLY SERVICE

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### APPENDIX E - ANTI-BRIBERY AFFIDAVIT (SUBMIT WITH VOLUME III, APPENDICES ENVELOPE ONE)

I HEREBY CERTIFY that I am the duly authorized representative of the firm of

\_\_\_\_\_ whose address is \_\_\_\_\_, and that I possess the legal authority to make this

affidavit on behalf of myself and the firm for which I am acting.

Except as described below, neither I, nor to the best of my knowledge, the firm, nor any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1997, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government. (State "none" or, as appropriate, list any conviction, please, or admission described in paragraph above, with the date; court, official, or administrative body; and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished by the requested agency, to the Secretary of Budget and Fiscal Planning of Maryland, and, where appropriate, to the Board of Public Works and the Attorney General under 16-202, S.F. of the Annotated Code of Maryland. I acknowledge that if the representatives set forth in this affidavit are not true and correct, the State may terminate any contract awarded and take some other appropriate action.

I further acknowledge that I am executing this affidavit in compliance with 16-203, S.F. of the Annotated Code of Maryland, which provides certain persons who have been convicted or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation or law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

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

#### Signature of:

X \_\_\_\_\_

Offeror, if the offeror is an individual

X \_\_\_\_\_

Partner, if the offeror is a partnership

X \_\_\_\_\_

Officer, if the offeror is a corporation

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

X \_\_\_\_\_

Notary Public

\_\_\_\_\_

My commission expires



## **PURCHASING AND SUPPLY SERVICE**

Desmond Brown - Director of Purchasing and Supply Services  
Louis Wilson Building  
13300 Old Marlboro Pike | Upper Marlboro, MD 20772

### **APPENDIX F - CERTIFICATE OF INSURANCE COVERAGE** **(SUBMIT WITH VOLUME III, APPENDICES ENVELOPE ONE)**

The successful offeror will be required to provide insurance coverage as shown in General Conditions of RFP and Contract, prior to beginning any work. This insurance coverage must be maintained throughout the life of the contract. PROOF THAT COVERAGE IS EITHER CURRENTLY IN PLACE OR WILL BE PROVIDED MUST BE SUBMITTED WITH THE PROPOSAL.

This can be done by one of the two following methods:

- Complete form "CERTIFICATION OF INSURANCE COVERAGE" (OR) Submit a Certificate of Insurance on a form provided by your Insurance Agent.

This form must include the following clauses:

- The Board of Education of Prince George's County is hereby named Additional Insured.
- The policy(s) cannot be reduced or canceled without at least forty-five (45) days' prior written notice to The Board of Education of Prince George's County.
- The insurance company is prohibited from pleading with government function in the absence of any specified written authority from The Board of Education of Prince George's County.
- The policy(s) will automatically include and cover all phases of work, equipment, people, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.
- Regardless of the method used, the form MUST be totally complete, MUST show that all Limits of Insurance are or will be met, and MUST be signed by the Agent.
- Failure to provide the required insurance coverage by either of the two (2) methods described above when the RFP is submitted may result in rejection of your RFP as being non-responsive.



## PURCHASING AND SUPPLY SERVICE

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13300 Old Marlboro Pike | Upper Marlboro, MD 20772

**IF YOU ARE UNABLE TO PROVIDE A CERTIFICATE OF INSURANCE FROM YOUR  
INSURANCE COMPANY, YOU MUST COMPLETE THE FORM BELOW:**

OFFEROR NAME: \_\_\_\_\_

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

NAME OF SURETY: (TYPE OR PRINT) \_\_\_\_\_

NAME OF AGENT: (TYPE OR PRINT) \_\_\_\_\_

AGENT'S PHONE NO: \_\_\_\_\_

| TYPE OF<br>COVERAGE                       | MINIMUM<br>REQUIRED LIMITS                             | POLICY OR<br>BINDER<br>NUMBER | ACTUAL LIMITS<br>PROVIDED | EXPIRATION<br>DATE |
|-------------------------------------------|--------------------------------------------------------|-------------------------------|---------------------------|--------------------|
| COMMERCIAL<br>GENERAL<br>LIABILITY<br>OCC | \$1,000,000                                            |                               |                           |                    |
| COMMERCIAL<br>GENERAL<br>LIABILITY<br>AGG | \$3,000,000                                            |                               |                           |                    |
| BUSINESS<br>AUTOMOBILE<br>LIABILITY       | \$1,000,000 PER<br>OCCURRENCE                          |                               |                           |                    |
| WORKMAN'S<br>COMP                         | MARYLAND STATE<br>MINIMUM<br>COMPENSATION<br>STATUTORY |                               |                           |                    |

( ) LIMITS ON ABOVE POLICY WILL BE INCREASED

( ) ABOVE POLICY NOW IN EFFECT

( ) POLICY WILL BE OBTAINED/ISSUED ON \_\_\_\_\_



## PURCHASING AND SUPPLY SERVICE

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The following additional clauses will be considered a part of the above policy(s), the same as if specifically written therein, as pertains to the above stated contract.

- The Board of Education of Prince George's County is hereby named Additional Insured.
- The policy(s) cannot be reduced or canceled without at least forty-five (45) days prior written notice to the Board of Education of Prince George's County.
- The insurance company is prohibited from pleading with government function in the absence of any specific written authority by the Board of Education of Prince George's County.
- The policy(s) will be automatically included and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.
- The Board of Education of Prince George's County is hereby granted authority to contact the agency directly to confirm Board of Education of Prince George's County information or obtain copies of certificates of insurance. The Board of Education of Prince George's County bears no responsibility for premiums or other cost of insurance. If policy(s) is not currently in effect, it will be written immediately upon notice of award, and a copy of the binder or certificate will be sent directly to the Board of Education of Prince George's County. A properly executed copy of this document shall be legally binding as a Carrier Certificate of Insurance Form.

The below signed hereby certifies that the following information provided is true and correct.

**Signature of:**

X \_\_\_\_\_  
(AUTHORIZED AGENT'S SIGNATURE)

X \_\_\_\_\_  
(DATE)

**END OF APPENDIX F**



## PURCHASING AND SUPPLY SERVICE

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### APPENDIX I – STATE OF MARYLAND TAX CERTIFICATION

**(SUBMIT WITH VOLUME III, APPENDICES ENVELOPE ONE)**

At the time of proposal or bid for a State procurement contract of \$10,000 or more is submitted, the offeror or bidder shall certify to the procurement officer that the offeror or Bidder has paid all taxes, unemployment insurance contribution, reimbursement payments, and interest not barred by limitations and payable to the comptroller, the Department of Assessments and Taxation or the Department of Economic and Employment Development or has provided for payment in a manner satisfactory to the unit responsible for collection; and if the offeror or Bidder is a vendor of tangible personal property, the offeror or Bidder possesses a valid sales and use tax license under Title 11, Subtitle 7 of the Tax General Article.

I acknowledge that this certificate is to be furnished by the requesting agency, and to the Comptroller of the Treasury, Sales and Use Tax Division under 13-222, S.F. of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this certificate are not true and correct, the State may terminate any contract awarded and take any other appropriate action.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (please type or print)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (please type or print)



## PURCHASING AND SUPPLY SERVICE

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### **APPENDIX J – CERTIFICATION OF COMPLIANCE** **(SUBMIT WITH VOLUME III, APPENDICES ENVELOPE ONE)**

All Contractors, subcontractors or vendors must abide by PGCPS Board policies and regulations while working on PGCPS property.

Maryland Law requires that any person who enters a contract with a county board of education may not knowingly employ an individual to work at a school (or PGCPS facility) if the individual is a registered sex offender. Please reference §11-113 of the Criminal Procedure Article of Maryland Code for penalty.

Be advised that individuals who are registered sex offenders are not eligible to work on any PGCPS project. The Vendor must initially check the Maryland Department of Public Safety & Correctional Services' MARYLAND SEX OFFENDER REGISTRY and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well.

In the event that a registered sex offender is discovered to be working on a PGCPS project, whether through employment by the prime Contractor, subcontractor or vendor, the site superintendent will immediately remove the individual from the premises and permanently terminate his work assignment. PGCPS may terminate this contract as a result if the Contractor is unable to demonstrate he has exercised care and diligence in the past in checking the Maryland registry.

Effective July 1, 2015, amendments to §6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor or vendor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:

A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code. Child sexual abuse under §3-602 of the Criminal Law Article of the Maryland Code or any other State; or a crime of violence as defined in §14-101 of the Criminal Law Article of the Maryland Code or any other State.

With the passing of Maryland Law MD. Code, Educ. 6-113.2, employers of all contracted staff must obtain background information relating to child sexual abuse or sexual misconduct. This means that all contracted staff having direct contact with students must meet all the PGCPS and Maryland State Department of Education (MSDE) requirements before doing business with PGCPS. See: Maryland State Department of Education Website; House Bill 486 Child Sexual Abuse and Sexual Misconduct Prevention; MSDE Guidelines For MD. Code, Educ. 6113.2; and Employment History Review Form for Child Abuse and Sexual Misconduct for additional information.

In addition, there has been no change to the current PGCPS requirement, that all contracted staff who have contact with students are required to be fingerprinted in order to obtain a criminal background check. Fingerprints and background checks are still an enforced PGCPS requirement.



## PURCHASING AND SUPPLY SERVICE

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Under recent amendments to §5-561 of the Family Law Article of the Maryland Code, each contractor, subcontractor, or vendor shall certify by signing this affidavit that any individuals in its work-force including subcontractors, have undergone a criminal background check, including fingerprinting, if the individuals will work in a PGCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children.

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

Signature\_\_\_\_\_ Date\_\_\_\_\_

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

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

**END OF ATTACHMENT J**



## PURCHASING AND SUPPLY SERVICE

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### APPENDIX K – VENDOR CONFLICT OF INTEREST DISCLOSURE FORM (SUBMIT WITH VOLUME III, APPENDICES ENVELOPE ONE)

All vendors interested in conducting business with Prince George's County Public School (PGCPS) must complete and return the Vendor Conflict of Interest Disclosure Form, in order to be eligible to be awarded a contract with PGCPS. Please note that all vendors must comply with PGCPS's conflict of interest certification, as stated below. If a vendor has a relationship with a PGCPS employee or an immediate family member (spouse, child (stepchild or adopted), parent, or sibling) of a PGCPS employee, the vendor shall disclose the information required below.

**Certification:** I hereby certify that to the best of my knowledge, there is no conflict of interest involving the vendor named below:

1. No PGCPS employee or the employee's immediate family member has an ownership interest in the vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated PGCPS employee who has been retired or separated from the organization for less than one (1) year has an ownership interest in the vendor's company.
3. No PGCPS employee is contemporaneously employed or prospectively to be employed with the vendor.
4. The vendor did not provide any information or criteria in the drafting of the solicitation prior to it being advertised for competitive pricing.
5. Vendor hereby declares it has not, and will not provide gifts or hospitality of any dollar value, or any other gratuities to PGCPS employees to maintain a contract.
6. Vendor hereby declares that in the process of preparing a quote/proposal/bid for PGCPS, there have been no acts of bribery, extortion, trading, laundering of corrupt practices, and/or nepotism have transpired between PGCPS employee and the vendor.
7. Please note any other exceptions below.

| Vendor Name & Email                                                                                                                                                             | Vendor Address & Phone Number                                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                 |                                                                                                                                                  |
| <b>Conflict of Interest Disclosure</b>                                                                                                                                          |                                                                                                                                                  |
| Name of PGCPS employee or immediate family member with whom there may be a potential conflict of interest. <i>If there is no conflict of interest, write "N/A" and initial.</i> | Disclose the relationship to the employee or the immediate family member, their interest in the vendor's company, and any additional information |
|                                                                                                                                                                                 |                                                                                                                                                  |

I certify that the information provided is true and correct by my signature below:

Signature of Vendor Authorized Representative/Date \_\_\_\_\_

Printed Name of Vendor Authorized Representative \_\_\_\_\_