

PURCHASING AND SUPPLY SERVICES

Keith Stewart, Director | keith.stewart@pgcps.org
13300 Old Marlboro Pike | Upper Marlboro, MD 20772 | 301-952-6560

NOTICE OF CONTRACT

October 12, 2023

First Student, Inc.
2103 S. El Camino Real Suite 104B
Oceanside, CA 92054
Contact: Gregg Prettyman
Phone: 734.740.1264
Email: gregg.prettyman@firstgroup.com

Diane Forde/JS
Telephone: 301.952.6560
Email: Diane.Forde@pgcps.org

Tech Contact: Tynika Strayhorn
Tech Email: Tynika.Strayhorn@pgcps.org

SUBJECT: Rider – First Student Inc. - FirstAlt - Sourcewell Contract 062723 - Alternative Student and Client Transportation Solutions

First Student, Inc. - FirstAlt, has been selected as the vendor to provide services in accordance with the above-mentioned **Sourcewell Contract 062723 Alternative Student and Client Transportation Solutions**. This contract sets-forth the terms and conditions and is provided for your review and acceptance. Any changes or additions made by your company must first be accepted by the Purchasing Division before the contract is valid.

The intent of this contract is to provide the Board of Education of Prince George's County with an expedited means of procuring qualified goods and services. This contract is for the convenience of the Board and is considered by the Board to be a "Non-Exclusive" use contract. The Board does not guarantee any usage. The Board will not be held to purchase any particular brand, in any groups, prices or discount ranges.

THIS NOTICE OF AWARD IS NOT AN ORDER TO COMMENCE SERVICE/WORK OR TO MAKE DELIVERIES at this time. Authorization for mobilization or commencement of work is forbidden unless a Notice to Proceed (NTP) has been issued. If a NTP has not been issued, work shall not commence until Awardee is in receipt of a Purchase Order signed by the Purchasing Agent.

Failure to sign the contract award via ADOBE and return all required documents within the specified time of **FIVE (5) DAYS**, may rule your offer null and void and, therefore, award shall be made to the next lowest responsive bidder.

The Director of Purchasing and Supply Services will execute the NOA upon review and acceptance of required documents electronically.

iSUPPLIER REGISTRATION

All Awardees must be registered in iSupplier in order to conduct business with PGCPS. To access iSupplier, please utilize the following link: <https://www.pgcps.org/offices/purchasing/isupplier>

Awardees must provide their iSupplier Number at the time the **Notice of Award is signed**.

- If your company is not properly registered as an Awardee, PGCPS will not sign the contract. Further, failure to register in iSupplier within the time period specified, shall rule your offer null and void. PGCPS reserves the right to rescind the award notice issued in favor of your company and award the contract to the next lowest responsive bidder.

PERFORMANCE/PAYMENT BOND – N/A

A 100% Performance Bond and 100% Labor and Material Payment Bond or Certified Check in the amount of **\$0.00** made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND**, must be submitted to the Office of Purchasing and Supply Services in Room 20 with the returned signed NOTICE OF AWARD WITHIN **TEN (10) DAYS**.

INSURANCE

Certificate of Insurance, made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND**, must be submitted to the Office of Purchasing and Supply Services in Room 20 with the returned signed NOTICE OF AWARD WITHIN **FIVE (5) DAYS**. The Certificate should reference the bid number and project name as it appears on this contract document. It will be the responsibility of the Contractor to ensure that a **current** Certificate of Insurance in compliance with the current contract is on file with the Office of Purchasing and Supply Service during the entire period of the contract.

CONTRACT AWARD AMOUNT**Total Estimated Contract****\$358,000.00****CONTRACT TERM**

The term of the contract will be **through June 30, 2024**.

OPTION TO RENEW CONTRACT – N/A

Upon satisfactory service and by mutual agreement the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY reserves the right to renew the contract. The term of the renewal shall not exceed three (3) year periods. Renewals shall not exceed available options under the current contract without prior approval from the Purchasing and Supply Services Director.

LIQUIDATED DAMAGES/FAILURE TO PERFORM WORK

The successful Awardee accepts this contract with the understanding that should they fail to complete the work in an acceptable manner and in the time stated, shall be subject to the payment of liquidated damages as stated in the solicitation.

AVAILABILITY OF FUNDS

This contract shall be deemed executory only to the extent of appropriations available to the BOARD for the purchase of goods and services as defined in the scope of work. The obligation of the BOARD on all contracts, including those which envision funding through current and successive fiscal years, shall be contingent upon actual BOARD appropriations. Approval of this contract award for funding by the Interagency Committee on Maryland Public School Construction, for the fiscal year(s) involved is required (if applicable).

FINGERPRINT CRIMINAL HISTORY BACKGROUND CHECKS, CHILD PROTECTIVE SERVICE CLEARANCES, AND SAFE SCHOOLS TRAINING REQUIREMENTS

- a. Pursuant to [Administrative Procedure 4215 - Criminal History Checks, Employee Self-Reporting of Arrests, Criminal Charges, CPS Investigations and Findings & Incarceration](#), any and all Awardees, which includes Independent Contractors, Subcontractors, Outsourced Agency Employees and Outsourced Temporary Staffing, who have uncontrolled access to students must complete a fingerprint criminal history background check, child protective service (CPS) clearance and required online Safe Schools training course(s).
- b. All fingerprint background checks and CPS clearances must be completed 15 business days prior to beginning work in and around PGCPs property or engaging in any authorized activities involving PGCPs students. The fingerprint background checks and CPS clearances must be completed through PGCPs at one of the authorized locations listed on the PGCPs website <https://www.pgcp.org/offices/humanresources/fingerprinting> **No person may begin working in PGCPs until fingerprint background check results are received.**
- c. Required online Safe Schools training course(s) must be completed before providing contractual services in PGCPs schools and can be accessed through the PGCPs website [Required Training for Contractors \(pgcp.org\)](#).

- d. Safety Management System (reserved).
- e. Pursuant to Md. Education Code Ann. §6-113.2 (Code), an Awardee of a Board of Education contract who provides a service to a school or to the students of a school shall meet the requirements set forth for screening its employees assigned to work at a school site to determine whether such employees have a history of child sexual abuse and/or sexual misconduct. The Awardee shall be solely responsible for completing the screening set forth in the Code, shall maintain records of employee screenings, and shall make such records available to PGCPS upon request.
- f. Prior to initiating any work at a school building, current and future employees of Awardee must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.
- g. Prior to initiating any work at a school building, the Awardee agrees to provide the designated PGCPS representative and the PGCPS Purchasing Department with a list of all current employees and an immediate update of changes in personnel, employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff and any instructors. It is the responsibility of the Awardee to make certain that its employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and any instructors meet the background check and training requirements specified.

All correspondence should include the following information as applicable:

- i. title of the project
- ii. school/office
- iii. solicitation number
- iv. contract number; and
- v. PGCPS representative/project manager

RESTRICTIONS ON EMPLOYEE ASSIGNMENTS

Awardees are prohibited from assigning the following persons from working at a PGCPS location:

- a. Registered sex offenders (Maryland Code, Criminal Procedure Article Section 11-722)
- b. Individuals convicted of a crime involving third- or fourth-degree sexual offence under sections 3-307 or 3-308 of the Criminal Law Article; child sexual abuse under Section 3-602 of the Criminal Law Article; a crime of violence as defined in Section 14-101 of the Criminal law Article; or comparable offenses in another state. (Annotated Code of Maryland, Education Article Section 6-113)
- c. Individuals identified as an alleged abuse or neglect or following completion of a Child Protective Services investigation with a finding of “indicated” child abuse or neglect.

PERSONALLY IDENTIFIABLE INFORMATION (PII)

Personally Identifiable Information includes any information that can be associated with or traced to any individual, including an individual’s name, address, telephone number, e-mail address, credit card information, social security number, or other similar specific factual information, regardless of the media on which such information is stored (e.g., on paper or electronically) and includes such information that is generated, collected, stored or obtained as part of this Agreement, including transactional and other data pertaining to users. The parties will comply with all applicable privacy and other laws and regulations relating to protection, collection, use, and distribution of Personally Identifiable Information. In no event may PII be sold or transferred to third parties, or otherwise provide third parties with access thereto. If there is a suspected or actual breach of security involving Personally Identifiable Information, the parties will notify each other within twenty-four (24) hours of a management-level employee becoming aware of such occurrence.

LAWS AND PERMITS

The Awardee shall, without additional cost to the BOARD, be responsible for paying for and obtaining any necessary licenses, inspections and permits for complying with any and all FEDERAL, STATE AND LOCAL LAWS, CODES AND REGULATIONS, in connection with the performance of the work. Laws of the STATE OF MARYLAND and PRINCE GEORGE’S COUNTY shall govern the contract.

TERMINATION FOR NON-APPROPRIATION OF FUNDS

The Board may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with

written notice to the Awardee. The Board shall pay for all of the purchases, if any, incurred up to the date of the termination notice.

TERMINATION FOR DEFAULT

When the Awardee has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of The Board. Failure on the part of an Awardee to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Awardee is not entitled to any costs incurred up to the date of termination. In the event of a default by the Awardee, this Contract may be terminated.

TERMINATION FOR CONVENIENCE

The Board has the right to terminate this Agreement at any time, without any liability, upon **FIVE (5) days** prior written notice to Awardee, provided that Awardee shall be compensated for services rendered prior to the date of termination.

THIS NOTICE OF AWARD and all documents associated with the solicitation and offer will constitute the entire contract after acceptance by your firm and the BOARD. Please refer **Sourcewell Contract 062703** for applicable terms and conditions.

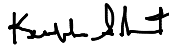
ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:



Oct 12, 2023



Oct 18, 2023

keith.stewart@pgcps.org keith.stewart@pgcps.org (Oct 18, 2023 07:03 EDT)

SIGNATURE

DATE

SIGNATURE

DATE

Gregg Prettyman VP, Alternative Transportation

Keith Stewart, Director, Purchasing & Supply Services
FOR THE BOARD OF EDUCATION OF PRINCE
GEORGE’S COUNTY PUBLIC SCHOOLS

NAME and TITLE

First Student, Inc.

FIRM

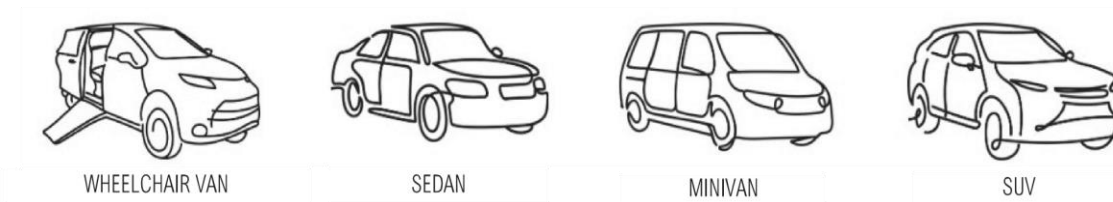
iSUPPLIER ID No. _____

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CONTRACT PRICING

Attachment A. Pricing Overview

The pricing matrix includes the associated fees for the following vehicle types:



PROPOSED PRICING	
BASE TRIP ELEMENTS	CHARGE
Trip Minimum	\$85.00
Mileage Included in Trip Minimum	8 miles
Cost Per Mile > Miles Included	\$2.50
ADDITIONAL TRIP ELEMENTS – AS NEEDED	CHARGE
Equipment Service Fee <small>(Car Seat, Booster, Safety Vest, Buckle Guard, Etc.)</small>	\$5.00
Wheelchair Service Fee	\$50.00
Monitor Fee <small>(Per hour, 2-hour minimum)</small>	\$25.00
District Approved Wait Time <small>(Per hour, billed in 15-minute increments)</small>	\$60.00
Late Cancel <small>(Less than two hours prior to scheduled pick-up time)</small>	Full Price of Trip
No-Show <small>(100% of the students on a trip are not present)</small>	Full Price of Trip

TRIP ELEMENTS AND PRICING DEFINITIONS

All pricing is applied per one-way trip and not per student. The trip minimum also includes as many students as can be routed into the vehicle. Most vehicles carry one to four students.

As additional students are added to existing routes there is no additional charge other than any additional mileage over the included mileage or needed equipment. Vehicle type and capacity are determined by student requirements and vehicle availability.

The district will only be charged for miles incurred while a student or monitor is on board the vehicle. When no student or monitor is on board the vehicle, no mileage charges will be assessed.

Trip Charges

One-way transportation from home-to-school (inbound trip) or school-to-home (outbound trip) with a student or monitor continually on board. A trip is a collection of students combined into one vehicle with all pick up/drop off and other needs accounted for. Customers are billed on a per trip basis. A trip may contain any of the following: a single student, multiple students, monitor, special equipment. Billable elements of a trip may include - a trip minimum fee, trip mileage, monitor, equipment, and any other applicable considerations. The total number of trips a district is charged for is determined by adding together each of the one-way trips.

Trip Minimum

The minimum charge for any trip regardless of miles, equipment, etc.

Mileage Charges

The district will only be charged for miles incurred while a student or monitor is on board the vehicle. When no student or monitor is on board the vehicle, no mileage charges will be incurred. Mileage charges are calculated on driving distance through a third-party provider such as Google or MapQuest. We determine the mileage based on the most efficient route for the district and students. The total mileage is rounded up to the next whole mile. All mileage will be calculated based on approved student and school addresses provided by the district. When monitors are riding on the vehicle the mileage rate will continue until the monitor is returned to their point of origin.

Miles Included

The number of miles included in the trip minimum. If additional students are added to a trip and the miles remain under the “miles included” number, no additional charge will be incurred.

Wheelchair Vehicle

An additional cost is charged when a wheelchair vehicle is required, the cost is applied per wheelchair.

Student Equipment

Per student/per trip cost for students requiring additional equipment such as a car seat, safety vest, etc.

Monitor

If the district provides the monitor, there is no additional monitor charge, other than any additional mileage that might be added to the trip. A monitor charge (per trip) will be applied for any monitor supplied by FirstAlt, in addition to any added mileage to the trip.

Standard Wait Time

Drivers will wait three minutes past the regular scheduled pick-up time if students are not ready for pick-up at the scheduled pick-up time. If the students are still not ready after the three minutes of wait time, the student will be marked as a no-show and the driver will move on to their next scheduled stop.

When returning home, if the parents or responsible party are not available to receive the student, we will contact the responsible party by phone for further instructions. If they are unavailable, we will contact the school district for instructions. If we are directed to return the student to school or are unable to reach either party, we will return the student to a school district representative at the student's school.

If we contact the school district and are advised to wait onsite, we will then bill according to the school district's approved wait time.

District Approved Wait Time

Wait time will only be charged upon the district's request and/or approval. Wait time will be billed per hour, in 15-minute increments. Wait time is utilized when a district requests a driver to wait at the home or school beyond the scheduled pick-up/drop-off time.

No-Shows and Late Cancels

Late Cancel

A late cancel charge is incurred when FirstAlt has been notified of a trip cancellation less than two hours prior to the scheduled pick-up time.

No-Shows

A no-show is incurred once the driver has arrived at the pick-up location within the scheduled pick-up window and having waited the designated time to pick-up the student, no student is present. A trip is marked as a no-show when 100% of the students on a trip are not present. All trips will remain active unless the district indicates otherwise.

Travel Time

Per most school district and state standards, the expected travel time for students we are transporting will not exceed one hour for each one-way trip unless approved by the school district. However, we fully understand some children may live quite a distance from school, have adverse weather, traffic or other unusual conditions, and therefore will need more than one hour of travel time.

ADDING AND REMOVING STUDENTS

We recognize that a district's student transportation needs are constantly changing. Examples include new students needing transportation, students moving out of the district or to a new address within the district, students no longer needing transportation, etc. When it becomes necessary to make changes to a previously routed trip, FirstAlt will provide the district with the updated details including the updated cost of trip, the new order of student pick-ups and the updated pick-up times. FirstAlt will then await district approval of the cost impact before proceeding.

New student transportation requests or changes to existing trips often take up to two (2) business days, and at times may take up to three (3) business days to implement. If FirstAlt staff believes the requested addition or

change could take more than three (3) business days, we will communicate with the school district to determine a reasonable amount of time.

STUDENT CANCELLATIONS

There are two types of student cancellations, temporary and permanent.

Temporary Student Cancellation

If a student is sick or will not be attending school temporarily (5 days or less), the parent or district can reach out to FirstAlt directly to make this request. If a student is a single rider and is temporarily cancelled there will be no trip charge. If the student is part of a multiple rider trip, the district will be charged the normal trip rate.

Permanent Student Cancellation

The permanent cancellation of a student from a trip requires district notification and approval. If the student is a single rider, then the trip will be permanently cancelled, and no additional costs will be incurred by the district. If the student is part of a multi-rider trip, FirstAlt will consolidate the route, remove any mileage or equipment charges associated with the cancelled student and provide the district with the updated trip and cost information.

HARD TO SERVICE TRIPS

If a particular trip is determined to be “hard to service,” FirstAlt will work closely with the district to determine the best method to service these trips and what additional costs will be needed to assist drivers in servicing these trips. Examples might include students that urinate or vomit on a regular basis during the trip, trips that are in remote service areas, etc. The purpose of this additional pricing is to provide FirstAlt and the district with a method and approach to service trips that include exceedingly challenging circumstances.

AMENDMENT OF RATES

Rates for services provided under this agreement shall be adjusted at an increased rate of 3% each year. A notification regarding rate changes shall be communicated in writing to the district.

FUEL SURCHARGES

When the average fuel price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 50% of the fuel price that exceeds \$5.00 and adding it to the base mileage rate. Thus, if the price of fuel, according to the average fuel price index, is \$5.60, the increase would be 50% of the 60 cents or 30 cents. Such surcharges apply for the miles included in the ride base price. The fuel price index to be used shall be found under the category of “[Your Specific State or Region] U.S. and an Average Fuel Prices (dollars per gallon) to be calculated from the following website: https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_sca_w.htm

