

Purchasing Office
191 South East St
Frederick, Maryland 21701
301-644-5208 phone
301-644-5213 fax



Kerrie Koopman CPPB, CPPO,
Purchasing Manager
**Kim Miskell, CSBO, Assistant Purchasing
Manager**
Bill Meekins CPPB, CPPO, CSBO, CPCP,
Purchasing Agent
Shane Ryberg, Purchasing Agent

RFP NUMBER/NAME: 20T2, School Buses - Electric

RFP ISSUE DATE: June 8, 2020

CONTRACT MANAGER: Kim Miskell, CSBO, Assistant Purchasing Manager, kim.miskell@fcps.org

CONTRACT ADMINISTRATOR: Fred Punturiero, Director of Transportation, fred.punturiero@fcps.org

QUESTIONS: Questions due no later than 4:00 P.M., local time, on June 23, 2020
Submit questions in writing to the Contract Manager listed above with a copy to the Contract Administrator.

PRE-PROPOSAL DATE: 10:00 A.M., local time, on June 18, 2020
Skype Business: (240) 236-6172 (FCPS) Conference ID: 7907906
Meeting URL: <https://meet.fcps.org/kimberly.miskell/D21WC0P9?sl=1>

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

BONDS REQUIRED: NO

MBE REQUIREMENTS: NO

PROPOSAL DUE DATE: 10:00 A.M., local time, on July 2, 2020
RFP's will be opened and publicly read utilizing Skype Business:
Skype Business: (240) 236-6172 (FCPS) Conference ID: 7907906
Meeting URL: <https://meet.fcps.org/kimberly.miskell/D21WC0P9?sl=1>

RFP SUBMISSION: Due to COVID-19, in order to protect our Vendors and Staff, the Purchasing Department will only be accepting on-line bid submissions via [ProcureNow](https://secure.procurenow.com/portal/fcps) <https://secure.procurenow.com/portal/fcps>

Meeting URL: <https://meet.fcps.org/kimberly.miskell/D21WC0P9?sl=1>

Proposals must be properly marked with vendor's business name, address, bid name and number on the envelope or package. Do not return the following pages: cover page, table of contents, map, calendar, directory or terms and conditions.

TENTATIVE AWARD DATE: BOE Work Session, scheduled on: August 5, 2020

ELIGIBILITY TO BID: All Frederick County Public School vendors and or contractors interested in bidding on FCPS projects must register at eMaryland Marketplace Advantage www.procurement.maryland.gov. FCPS will no longer accept bidder's applications.

TABLE OF CONTENTS

COVER PAGE	1
TABLE OF CONTENTS	2-3
INVITATION FOR PROPOSALS	4
FCPS CENTRAL OFFICE MAP	5
FCPS CALENDAR	6
FCPS DIRECTORY OF SCHOOLS	7-8
GENERAL TERMS AND CONDITIONS - SECTION I	9-24
Bidder Registration	
Pre-Bid Meeting	
Receipt of Bids	
Opening of Bids	
Addenda	
Preparation of Bid	
Standard of Quality, "Or Equal Clauses," And Substitutions	
Samples	
Bid Pricing	
Taxes	
Guarantees and Warranties	
Bid Opening	
Errors in Bid Submissions	
Awards or Rejection of Bids	
Contract Formation	
Protests	
Contract Assignment	
Multi-Year Contract	
Hold Harmless	
Contract Disputes	
Termination for Default	
Termination for Convenience	
Governing Law and Venue	
Multi-Agency Participation	
Packaging and Delivery Requirements	
Billing and Payment	
Compliance with Specifications	
Liquidated Damages	
Safety Requirements	
Laws and Regulations	
Patents	
Technology-Based Instructional Products	
Employment of Child Sex Offenders and Persons With Uncontrolled Access to Students	
Drug, Alcohol, And Tobacco-Free Workplace	
Weapon Possession on School Property	
Foreign Language Translator Requirement	
Illegal Immigrant Labor	
Student/Staff Confidentiality	
Public Information Act Notice	
Force Majeure	
Ethics Policy	
Non-Collusion	
Conflict Of Interest	
eMarylandmarketplace Advantage Registration	

TABLE OF CONTENTS

SPECIFIC TERMS AND CONDITIONS - SECTION II	25-29
Scope	
Contract and Award	
Pricing	
Bids for All or Part	
Authorized Dealers	
Damages/Responsibilities for Items Tendered	
Preparation of Proposals	
Award	
Vendor Performance Evaluation	
 SPECIFICATIONS - ELECTRIC SCHOOL BUSES	 30-43
Basic Minimum Bus Chassis 64/66 Passenger - Type C	
Basic Minimum Bus Body 64/66 Passenger - Type C	
Additional Options	
Air Conditioning (Optional) 64/66 Passenger - Type C	
Special Conditions 64/66 Passenger - Type C	
Seat Plan	
 FORM OR PROPOSALS	 44-45
 SIGNATURE ACKNOWLEDGING COST PROPOSAL FORM/ADDENDA	 46
 VENDOR DETAILED PROPOSED SPECIFICATIONS - ATTACHEMENT A	 47-48
 STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION FORM	 49-50
 CERTIFICATION OF COMPLIANCE FORM	 51-52
 VENDOR CONFLICT OF INTEREST DISCLOSURE FORM	 53

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191 South East Street
Frederick, Maryland 21701
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301-644-5213 fax
kim.miskell@fcps.org



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Purchasing Manager
**Kim Miskell, CSBO, Assistant Purchasing
Manager**
Bill Meekins CPPB, CPPO, CSBO, CPCP,
Purchasing Agent
Shane Ryberg, Purchasing Agent

INVITATION FOR PROPOSALS

June 8, 2020

RFP 20T2, School Buses - Electric

The Board of Education of Frederick County will receive proposals for RFP 20T2, School Buses - Electric. Proposals will only be received electronically via ProcureNow (<https://secure.procurenow.com/portal/fcps>) prior to and no later than 2:00 p.m., local time, on July 2, 2020. Proposal received after this time will not be accepted.

RFP's will be opened and publicly read utilizing Skype Business: (240) 236-6172 (FCPS) Conference ID: 7907906
Meeting URL: <https://meet.fcps.org/kimberly.miskell/D21WC0P9?sl=1>

A pre-proposal meeting will be held at 10:00 A.M., local time, on June 18, 2020, utilizing Skype Business: (240) 236-6172 (FCPS) Conference ID: 7907906; Meeting URL: <https://meet.fcps.org/kimberly.miskell/D21WC0P9?sl=1>

To view and/or download this solicitation package please visit our webpage at: <http://www.fcps.org/bidlist>.

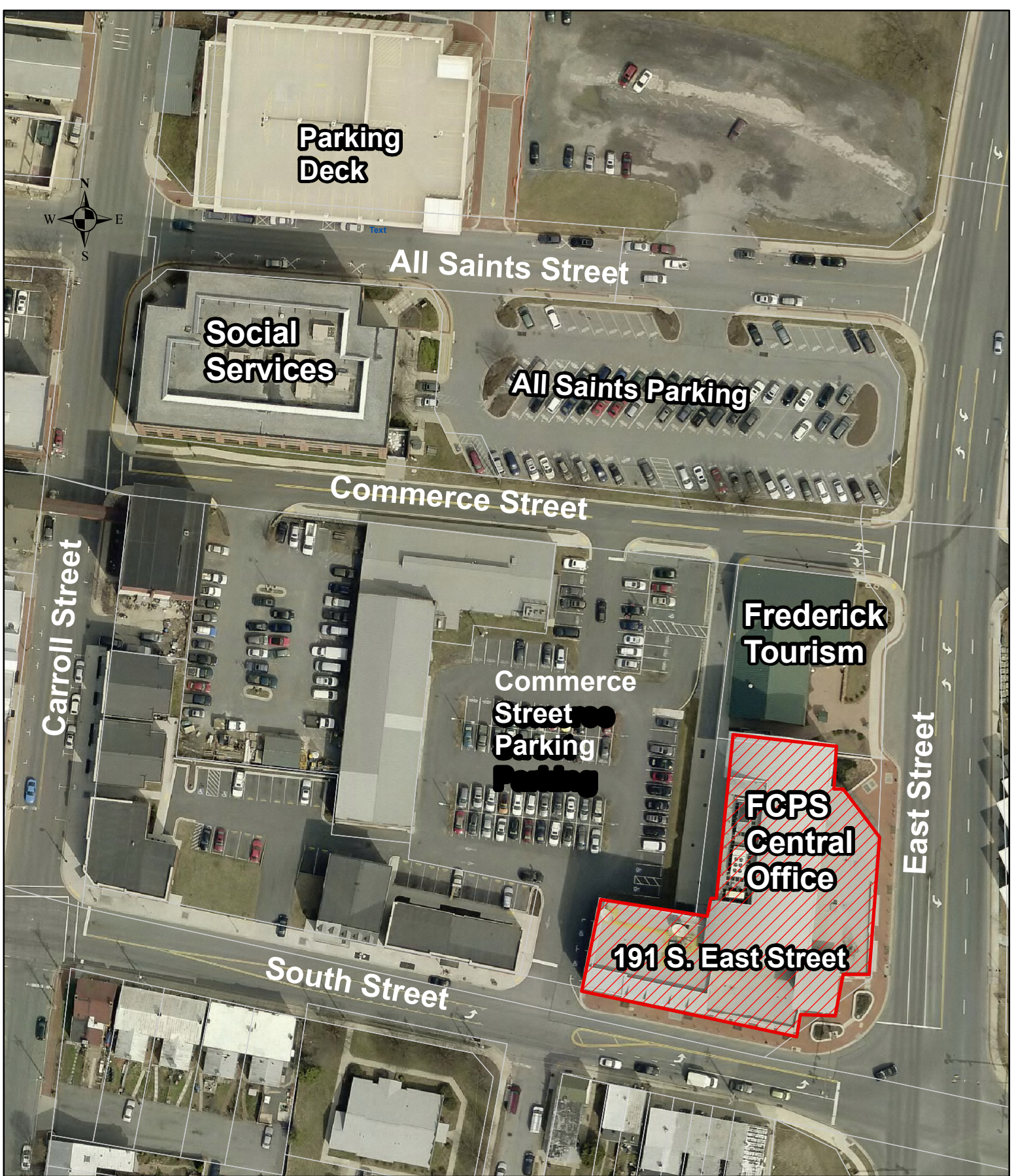
All FCPS vendors and or contractors interested in bidding on FCPS projects must register at www.emarylandmarketplace.com, prior to contract award. FCPS will no longer accept bidder's applications.

FCPS System does not discriminate in admissions, access, treatment, or employment in its programs or activities on the basis of race, color, gender, age, national origin, religion, or disability. For more information, contact the Executive Director of Legal Services at 301-696-6851.

The Board of Education of Frederick County, Maryland, reserves the right to reject any and all bids and to waive any informalities or irregularities in bidding.

By order of the Board of Education of Frederick County, Maryland.

Kim Miskell, CSBO, Assistant Purchasing Manager
kim.miskell@fcps.org



Frederick County Public Schools, MD, School Year 2019-2020 Calendar

August 2019

23, 26-30 Fri, Mon-Fri Teacher Work Days

September 2019

02 Mon FCPS Closed: Labor Day

03 Tue First Day of School for Students

20 Fri Schools Closed: Fair Day

October 2019

08 Tue 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session

09 Wed Schools Closed. Yom Kippur.

23 Wed Elementary and Middle Schools Open 4 Hours Late for Evening Parent-Teacher Conferences; High Schools Are Full Day

24 Thu Elementary and Middle Schools Open 4 Hours Late for Evening Parent-Teacher Conferences; High Schools Are Full Day

25 Fri Elementary and Middle Students Dismissed 3.5 Hours Early for Afternoon Parent-Teacher Conferences; High Schools Are Full Day

November 2019

07 Thu End of Term 1

08 Fri Schools Closed for Students: Teacher Work Day

11 Mon Term 2 Begins

27, 28*, 29* Wed-Fri Schools Closed: Thanksgiving Break

December 2019

20 Fri 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session

23, 24*-31* Mon-Tue Schools Closed: Winter Break

January 2020

01* Wed Schools Closed: New Year's Day

20* Mon Schools Closed: Dr. Martin Luther King Jr. Day

28 Tue End of Term 2

29 Wed Schools Closed for Students: Teacher Work Day

30 Thu Second Semester and Term 3 Begin

February 2020

14 Fri 2-Hour Early Dismissal for Students: Teacher Work Session

17* Mon Schools Closed: Presidents' Day

March 2020

04 Wed 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session

April 2020

08 Wed 2-Hour Early Dismissal for Students: Teacher Work Session; End of Term 3

09 Thu Schools Closed for Students: Teacher Work Day

10*, 13* Fri-Mon Schools Closed: Spring Break

14 Tue Term 4 Begins

28* Tue Schools Closed: Primary Election Day

May 2020

25* Mon Schools Closed: Memorial Day

June 2020

22**Mon Last Day of School for Students /2-Hour Early Dismissal: Teacher Work Session. End of Term 4

23** Tue Last Day of School for Teachers

*State-Mandated Public Schools Holiday

**This calendar includes 8 days for snow or other emergency closings. If there are no days needed for emergency closings, the last day for students will be June 10. Subject to BOE revision, FCPS will make up emergency-closing days in the following sequence: June 11, 12, 15, 16, 17, 18, 19 and 22. The June two-hour early dismissal will occur on the last day of school for students.

DIRECTORY OF SCHOOLS

ELEMENTARY

1. **Ballenger Creek** ♦ 240-236-2500
Ms. Kristen Canning, Principal
5250 Kingsbrook Drive
Frederick, MD 21703
Fax 240-236-2501
2. **Brunswick** ♦♦ 240-236-2900
Mr. Justin McConaughy, Principal
400 Central Avenue
Brunswick, MD 21716
Fax 240-236-2901
3. **Butterfly Ridge** ♦♦♦♦ 240-566-0300
Dr. Patricia Hosfelt, Principal
601 Contender Way
Frederick, MD 21703
Fax 240-566-0301
4. **Carroll Manor** ♦♦ 240-236-3800
Ms. Kimberly Robertson, Principal
5624 Adamstown Road
Adamstown, MD 21710
Fax 240-236-3801
5. **Centerville** 240-566-0100
Ms. Karen Hopson, Principal
3601 Carriage Hill Drive
Frederick, MD 21704
Fax 240-566-0101
6. **Deer Crossing** 240-236-5900
Ms. Amy Routzahn, Principal
10601 Finn Drive
New Market, MD 21774
Fax 240-236-5901
7. **Emmitsburg** ● 240-236-1750
Ms. Mary Ann Wiles, Principal
300 South Seton Avenue
Emmitsburg, MD 21727
Fax 240-236-1751
8. **Glade** ♦♦ 240-236-2100
Mr. Lorcán ÓEithir, Principal
9525 Glade Road
Walkersville, MD 21793
Fax 240-236-2101
9. **Green Valley** 240-236-3400
Dr. Giuseppe Di Monte, Principal
11501 Fingerboard Road
Monrovia, MD 21770
Fax 240-236-3401
10. **Hillcrest** ♦♦♦♦ 240-236-3200
Mr. Karl Williams, Principal
1285 Hillcrest Drive
Frederick, MD 21703
Fax 240-236-3201
11. **Kemptown** 240-236-3500
Ms. Kathryn Golightly, Principal
3456 Kemptown Church Road
Monrovia, MD 21770
Fax 240-236-3501
12. **Lewistown** ♦ 240-236-3750
Ms. Dana Austin, Principal
11119 Hessong Bridge Road
Thurmont, MD 21788
Fax 240-236-3751
13. **Liberty** 240-236-1800
Ms. Jana Strohmer, Principal
11820 Liberty Road
Frederick, MD 21701
Fax 240-236-1801
14. **Lincoln** ♦♦♦♦ 240-236-2650
Mr. Eric Rhodes, Principal
200 Madison Street
Frederick, MD 21701
Fax 240-236-2651
15. **Middletown** 240-236-1100
Grades 3-5
Ms. Jan Hollenbeck, Principal
201 East Green Street
Middletown, MD 21769
Fax 240-236-1150
16. **Middletown Primary** ♦♦ 240-566-0200
Grades Pre-K-2
Ms. Sandra Fox, Principal
403 Franklin Street
Middletown, MD 21769
Fax 240-566-0201
17. **Monocacy** ♦♦♦ 240-236-1400
Mr. Troy Barnes, Principal
7421 Hayward Road
Frederick, MD 21702
Fax 240-236-1401
18. **Myersville** 240-236-1900
Ms. Kathy Swire, Principal
429 Main Street
Myersville, MD 21773
Fax 240-236-1901
19. **New Market** ♦ 240-236-1300
Mr. Jason Bowser, Principal
93 West Main Street
New Market, MD 21774
Fax 240-236-1301
20. **New Midway-Woodsboro**
Ms. Kimberly Clifford, Principal
A) **New Midway** 240-236-1500
Grades 3-5
12226 Woodsboro Pike
Keymar, MD 21757
Fax 240-236-1501
B) **Woodsboro** ♦ 240-236-3700
Grades Pre-K-2
101 Liberty Road
Woodsboro, MD 21798
Fax 240-236-3701
21. **North Frederick** ♦♦♦♦ 240-236-2000
Ms. Kimberly Seiss, Principal
1010 Fairview Avenue
Frederick, MD 21701
Fax 240-236-2001
22. **Oakdale** 240-236-3300
Ms. Leigh Warren, Principal
5830 Oakdale School Road
Ijamsville, MD 21754
Fax 240-236-3301
23. **Orchard Grove** ♦♦ 240-236-2400
Mr. Jay Corrigan, Principal
5898 Hannover Drive
Frederick, MD 21703
Fax 240-236-2401
24. **Parkway** 240-236-2600
Ms. Stephanie Brown, Principal
300 Carroll Parkway
Frederick, MD 21701
Fax 240-236-2601
25. **Sabillasville** 240-236-6000
Ms. Kate Krietz, Principal
16210-B Sabillasville Road
Sabillasville, MD 21780
Fax 240-236-6001
26. **Spring Ridge** ♦♦ 240-236-1600
Ms. DeVeda Coley, Principal
9051 Ridgefield Drive
Frederick, MD 21701
Fax 240-236-1601
27. **Thurmont** 240-236-0900
Grades 3-5
Ms. Debra O'Donnell, Principal
805 East Main Street
Thurmont, MD 21788
Fax 240-236-0901
28. **Thurmont Primary** ♦ 240-236-2800
Grades Pre-K-2
Dr. Michele Baisey, Principal
7989 Rocky Ridge Road
Thurmont, MD 21788
Fax 240-236-2801

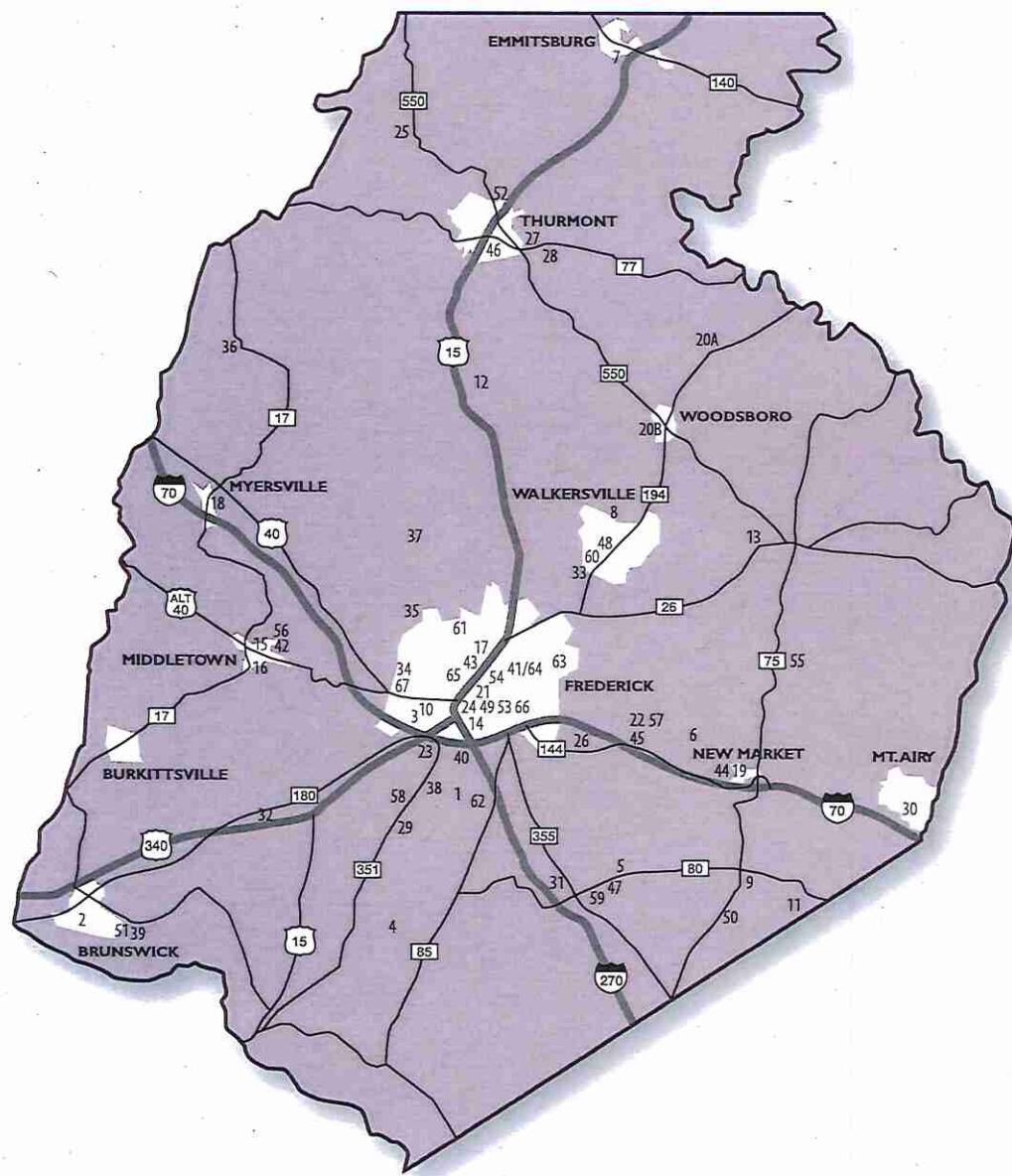
29. **Tuscarora** ● 240-566-0000
Dr. Kimberly Mazaleski, Principal
6321 Lambert Drive
Frederick, MD 21703
Fax 240-566-0001
30. **Twin Ridge** ♦ 240-236-2300
Ms. Heather Hobbs Michael, Principal
1106 Leafy Hollow Circle
Mt. Airy, MD 21771
Fax 240-236-2301
31. **Urbana at Sugarloaf** ♦ 240-566-0500
Ms. Tess Blumenthal, Principal
3400 Stone Barn Drive
Frederick, MD 21704
Fax 240-566-0501
32. **Valley** ♦ 240-236-3000
Ms. Tracy Poquette, Principal
3519 Jefferson Pike
Jefferson, MD 21755
Fax 240-236-3001
33. **Walkersville** ♦ 240-236-1000
Ms. Christina McKeever, Principal
83 West Frederick Street
Walkersville, MD 21793
Fax 240-236-1050
34. **Waverley** ♦♦♦♦ 240-236-3900
Dr. Allie Watkins, Principal
201 Waverley Drive
Frederick, MD 21702
Fax 240-236-3901
35. **Whittier** ♦♦ 240-236-3100
Ms. Amy Schwiagerath, Principal
2400 Whittier Drive
Frederick, MD 21702
Fax 240-236-3101
36. **Wolfsville** 240-236-2250
Ms. Megan Stein, Principal
12520 Wolfsville Road
Myersville, MD 21773
Fax 240-236-2251
37. **Yellow Springs** 240-236-1700
Ms. Sue Gullo, Principal
8717 Yellow Springs Road
Frederick, MD 21702
Fax 240-236-1701

MIDDLE

38. **Ballenger Creek** 240-236-5700
Mr. Jay Schill, Principal
5525 Ballenger Creek Pike
Frederick, MD 21703
Fax 240-236-5701
39. **Brunswick** 240-236-5400
Mr. Everett Warren, Principal
301 Cummings Drive
Brunswick, MD 21716
Fax 240-236-5401

HIGH

51. **Brunswick** 240-236-8600
Mr. Michael Dillman, Principal
101 Cummings Drive
Brunswick, MD 21716
Fax 240-236-8601
52. **Catoctin** 240-236-8100
Ms. Jennifer Clements, Principal
14745 Sabillasville Road
Thurmont, MD 21788
Fax 240-236-8101
53. **Frederick** 240-236-7000
Dr. David Franceschina, Principal
650 Carroll Parkway
Frederick, MD 21701
Fax 240-236-7015
54. **Governor Thomas Johnson** 240-236-8200
Dr. Dan Lippy, Principal
1501 North Market Street
Frederick, MD 21701
Fax 240-236-8201
55. **Linganore** 240-566-9700
Ms. Nancy Doll, Principal
12013 Old Annapolis Road
Frederick, MD 21701
Fax 240-566-9701
56. **Middletown** 240-236-7400
Mr. Bernard Quesada, Principal
200 Schoolhouse Drive
Middletown, MD 21769
Fax 240-236-7450
57. **Oakdale** 240-566-9400
Ms. Lisa Smith, Principal
5850 Eaglehead Drive
Ijamsville, MD 21754
Fax 240-566-9401
58. **Tuscarora** 240-236-6400
Mr. Christopher Berry, Principal
5312 Ballenger Creek Pike
Frederick, MD 21703
Fax 240-236-6401
59. **Urbana** 240-236-7600
Mr. David Kehne, Principal
3471 Campus Drive
Ijamsville, MD 21754
Fax 240-236-7601
60. **Walkersville** 240-236-7200
Ms. Tracey K. Kibler, Principal
81 West Frederick Street
Walkersville, MD 21793
Fax 240-236-7250



KEY

- ▶ Half-day pre-kindergarten program available
- Full-day pre-kindergarten program available
- ◆ Special education pre-kindergarten available
- ★ STAR (Title I) Schools

FINDOUTFIRST EMAIL AND TEXTING: WWW.FCPS.ORG/FOF

Middle (continued)

40. **Crestwood** 240-566-9000
Mr. Neal Case, Principal
7100 Foxcroft Drive
Frederick, MD 21703
Fax 240-566-9001
41. **Governor Thomas Johnson** 240-236-4900
Ms. Maggie Gilgallon, Principal
1799 Schifferstadt Boulevard
Frederick, MD 21701
Fax 240-236-4901
42. **Middletown** 240-236-4200
Mr. Paul Fer, Principal
100 Martha Mason Street
Middletown, MD 21769
Fax 240-236-4250
43. **Monocacy** 240-236-4700
Dr. Stephanie Ware, Principal
8009 Opossumtown Pike
Frederick, MD 21702
Fax 240-236-4701
44. **New Market** 240-236-4600
Ms. T.C. Suter, Principal
125 West Main Street
New Market, MD 21774
Fax 240-236-4650
45. **Oakdale** 240-236-5500
Ms. Mita Badshah, Principal
5810 Oakdale School Road
Ijamsville, MD 21754
Fax 240-236-5501
46. **Thurmont** 240-236-5100
Mr. Daniel Enck, Principal
408 East Main Street
Thurmont, MD 21788
Fax 240-236-5101
47. **Urbana** 240-566-9200
Ms. Stacey Hiltner, Principal
3511 Pontius Court
Ijamsville, MD 21754
Fax 240-566-9201
48. **Walkersville** 240-236-4400
Mr. Frank Vetter, Principal
55 West Frederick Street
Walkersville, MD 21793
Fax 240-236-4401
49. **West Frederick** 240-236-4000
Ms. Pattie Barnes, Principal
515 West Patrick Street
Frederick, MD 21701
Fax 240-236-4050
50. **Windsor Knolls** 240-236-5000
Mr. Brian Vasquez, Principal
11150 Windsor Road
Ijamsville, MD 21754
Fax 240-236-5001

OTHER

61. **Career and Technology Center** 240-236-8500
Mr. Michael Concepcion, Principal
7922 Opossumtown Pike
Frederick, MD 21702
Fax 240-236-8501
62. **Carroll Creek Montessori Public Charter School *** 240-566-0600
Ms. Marilyn Horan, Principal
7215 Corporate Court
Frederick, MD 21703
Fax 240-566-0601
63. **Frederick Classical Charter School** 240-236-1200
Dr. Camille S. Bell, Principal
8445 Spires Way, Suite CC
Frederick, MD 21701
Fax 240-236-1201
64. **Frederick County Virtual School** 240-236-8450
(includes Flexible Evening High School)
Dr. Stacey Adamick, Principal
c/o GTJMS
1799 Schifferstadt Boulevard
Room 116
Frederick, MD 21701
Fax 240-236-8451
65. **Heather Ridge** 240-236-8000
Ms. Elizabeth Stiffler, Principal
1445 Taney Avenue
Frederick, MD 21702
Fax 240-236-8001
66. **Monocacy Valley Montessori Public Charter School *** 240-236-6100
TBD, Principal
217 Dill Avenue
Frederick, MD 21701
Fax 240-236-6101
67. **Rock Creek School** 240-236-8700
Ms. Katie Buckley, Principal
191 Waverley Drive
Frederick, MD 21702
Fax 240-236-8701

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

**RFP 20T2, SCHOOL BUSES - ELECTRIC
FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)
GENERAL TERMS AND CONDITIONS
SECTION I**

1. BIDDER REGISTRATION

- a. All Frederick County Public School (FCPS) vendors and or contractors interested in bidding on FCPS projects must register on eMaryland Marketplace Advantage (eMMA) www.emma.maryland.gov. FCPS will no longer accept bidder's applications.

2. PRE-BID MEETING

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

3. RECEIPT OF BIDS

- a. Bids received prior to the time of opening will be time stamped and securely kept unopened. No bid received thereafter will be considered. FCPS will not be responsible for the premature opening of bids received that are not properly addressed or identified. Any bid may be withdrawn before the scheduled time for opening bids.
- b. All inner and outer envelopes and packaging, used by Fed Ex, UPS and etc., are to be labeled with the following:
 - Bidder Name
 - Bid Number and Name
 - Due Date and Time

- c. Bids received after the designated date and/or time will not be accepted, regardless of when they were mailed or given to a delivery carrier.
- d. Bids not received by the date, time, and location designated on the solicitation cover sheet, due to improper labeling, may be considered non-responsive.
- e. In the event of inclement weather on the date when bids are scheduled to be opened and the FCPS offices are closed, or operating under a modified schedule, bids will be opened on the next business day at the same time as previously scheduled. Bids will be accepted until the scheduled time of opening on the next business day. (Often when schools are closed due to inclement weather, administrative offices remain open. When in doubt, call the Purchasing Department.)

4. OPENING OF BIDS

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

5. ADDENDA

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

6. PREPARATION OF BID

- a. Should any bidder be in doubt as to the meaning of the specifications, or should they find any discrepancy or omission, they shall notify the Contract Manager listed on the solicitation cover sheet. If required, bidders will be notified of clarifications and/or additional information by means of addenda.
- b. Bidder must submit one original proposal, with original signatures, unless otherwise specified. Bids must be prepared on the proposal form(s) provided.
- c. Each bid will be sealed, show the full business address and contact information of the bidder and be signed by the person(s) legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract, and purchase order, will be emailed, or mailed, to

the address shown on the bid in the absence of written instructions from the bidder to the contrary.

- d. The following items must be included in submission:
 - i. Proposal pages completely and accurately filled out.
 - ii. Signature Acknowledgement Form completed and signed.
 - iii. Statutory Affidavit and Non-Collusion Certification form completed and signed.
 - iv. Certificate of Compliance form completed and signed.
 - v. Vendor Conflict of Interest Disclosure Form completed and signed.
- e. Bidders shall be required under Article 56, Section 270(4), Annotated Code of Maryland, to provide proof of Certificate of Registry and must be licensed to do business in the State of Maryland and must provide a tax certification number. Visit the following website to ensure compliance:
www.Egov.maryland.gov/BusinessExpress .
- f. Bids by partnerships must be signed with the partnership name, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of their authority to do so, if requested.
- g. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of their authority to do so, if requested.
- h. Failure to sign the bid document will result in rejection of the bid as non-responsive.
- i. FCPS will not be responsible for any costs incurred by a bidder in preparing and submitting a proposal in response to this solicitation.

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

- a. Any make/model specified in the solicitation is used only to establish a quality level, unless specifically noted in Section II. Any material or article that will perform adequately the duties imposed by the general design will be considered equal and satisfactory. FCPS retains the right to determine if items are equivalent and will be accepted.
- b. Unless otherwise specified, all materials used for the manufacturer or construction of any work covered by this bid shall be new and the workmanship shall be of the highest quality.
- c. It will be the responsibility of the bidder to submit a clear and concise proposal wherein each substitution and deviation is identified and described, in writing, at the time of solicitation submission.
- d. In the absence of any statement to the contrary by the bidder, the submission will be interpreted as being the exact brand and/or qualities, etc., enumerated in the detailed specifications, whenever the specifications indicate a product of a particular manufacturer, model or brand.
- e. Bidders must submit detailed literature if bidding an item other than the specified item. Detailed literature is defined as product features or specifications relating to construction and/or performance.
- f. The detailed literature is to be arranged and labeled according to item number.

- g. It is the bidders' responsibility to submit required literature, or links to webpages, with the bid submission. Failure to submit such data as required and/or at the time designated by the Purchasing Department shall be cause for rejection of that item.
- h. No substitutions or deviations will be permitted following the award of the contract unless "cause and effect" is presented in writing and approved by the Contract Manager. A statement of any credit or extra cost involved will be included with the request.
- i. FCPS shall not be responsible to provide personnel, testing facilities, or other resources necessary to search out substitutions and deviations in bid proposals which are unclear through the nebulous terms such as "comparable", or blanket statements of deviation such as "our standard design, construction, hardware, finishes, etc."
- j. The bidder will, upon request and with no cost to the FCPS, furnish documents, independent laboratory tests reports, and/or similar materials of proof to substantiate that the substitutions and deviations of the items they propose to furnish do not prevent these items from being truly and factually equal to, or exceeding, that which is specified.
- k. The cost of testing a representative sample of an order or shipment for acceptance and compliance with specifications shall be borne by FCPS. If the order or shipment is rejected for failure to meet the requirements of the specifications or purchase description, the cost of testing will be charged to the awarded vendor.

8. SAMPLES

- a. Samples may be requested for testing and evaluation purposes. Failure to submit samples as required at the time designated may be cause for rejection of that item.
- b. All samples must be delivered with all charges prepaid to the designated point of delivery. Samples must be marked as "SAMPLE" and include the name of the bidder, bid name and number, and return instructions, if applicable.
- c. The right is reserved to retain any sample submitted with bids for the purposes of examination and testing. FCPS reserves the right to use all samples in any manner which may best serve the final determination of the successful bidder, even if said examination and testing results in damage to or destruction of the sample.
- d. FCPS retains the right to determine the method of testing to be utilized.
- e. Samples that are not retained by FCPS must be removed within two weeks upon notification. Return shipping must be prepaid by the vendor. Samples not removed within this two-week period shall be retained, or disposed of, at the discretion FCPS, and without compensation to the bidder.

9. BID PRICING

- a. Prices quoted shall not exceed the prices established under any governmental price control regulations.
- b. All prices shall be firm for a period of 90 days from the date of bid opening unless otherwise stated in Section II. FCPS retains the right, with mutual consent of the bidder(s), to utilize the bid pricing and approved price changes for future purchases for as long as the bidder(s) mutually agrees to extend the prices.
- c. FCPS will not accept any proposal with escalator clauses, minimum order requirements or irregular

features unless specifically authorized in Section II.

- d. If the contract includes equipment, all prices must be FOB-Destination (inside delivery), unless specifically authorized in Section II.
- e. Charges for express delivery will only be allowed if authorized by FCPS in writing.
- f. The bidder(s) are encouraged to bid only one product per line item that most nearly meets the specifications. If the bidder believes that there is more than one product available, a limit of two offers will be considered for each line item.
- g. If two or more particular brands, models, or makes are listed in the specifications (under Base and Alternate Bids) and the bidder has not indicated in the bid which of the two or more brands, models, etc., is being bid, it shall be understood that FCPS may require the bidder to furnish whichever is preferred by FCPS.
- h. All unit prices on items bid shall be completed on the provided proposal sheet(s). A "NO BID" or "N/A" notation should be completed for each item not being bid. Blank spaces in the proposal sheet will be considered as not being bid.
- i. In case of an error in the extension of prices in the bid, the unit price shall govern.
- j. Unit Prices must be rounded off to no more than two decimal places unless so specified in Section II.
- k. FCPS reserves the right to consider discounts in evaluating a bid with line item pricing requirements. The bidder should calculate all discounts, other than prompt payment, as part of their unit pricing.

10. TAXES

- a. No charge will be allowed for federal excise, state, and/or municipal sales and use taxes, from which the Board of Education of Frederick County is exempt.
- b. A contractor is not eligible, per the Maryland Comptroller's Office, to utilize the tax exemption certificate for governmental agencies.

11. GUARANTEES AND WARRANTIES

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

12. BID OPENING

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

13. ERRORS IN BID SUBMISSIONS

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

14. AWARDS OR REJECTION OF BIDS

- a. The basis of award shall be the lowest responsible bidder submitting a responsive bid that conforms to the specifications established in the solicitation with consideration given to the quantities involved, time required for delivery, purpose for which required, competency and responsibility of bidder, the ability of the bidder to perform satisfactory service, and the plan for utilization of minority contractors, if applicable.
- b. FCPS reserves the right to determine completeness and/or timeliness of bids, to reject any or all bids in whole or in part, to make partial awards, to waive any informality in any quotation, to increase or decrease quantities if quantities are listed in the bid, to reject any bid that shows any omissions, alterations of form, additions not called for, conditions, or alternate proposals, and to make any such award as is deemed to be in its best interest.
- c. Bidders may be required, before the awarding of a contract, to show to the complete satisfaction of FCPS, that they have the necessary facilities, ability and financial resources to execute the contract in a satisfactory manner, and within the time specified. Bidders may be required to demonstrate they have the necessary experience, history and references to assure FCPS of their qualifications.
- d. The Board of Education of Frederick County reserves the right to award the bid within 90 days from

the date of the bid opening unless a different time period is stated in the bid document.

- e. Unless stated otherwise in Section II, the contract may be awarded by line item, group, or in the aggregate, whichever is in the best interest of FCPS.
- f. In the event of a tie, where all other factors, such as past performance, are considered comparable, the award shall be made to the Frederick County based bidder; the closest Maryland out-of-county based bidder; and the closest out-of-state based bidder, in that order of preference.
- g. FCPS does not have local, state or federal preference requirements except when mandated by a targeted funding source.
- h. If, after competitive sealed bids have been opened, the Purchasing Manager determines that only one responsible bidder has submitted a responsive bid, the procurement contract may be negotiated with that one bidder as sole source procurement.
- i. A recommendation for the award of a contract will be presented to the Board of Education of Frederick County for approval. Upon approval of the award of contract, the bidder(s) shall be notified of their award(s). If applicable, an FCPS contract document shall also be issued.
- j. The Board of Education of Frederick County reserves the right to reject the bid of a bidder who has, in the opinion of FCPS, failed to properly perform under previous contracts, or, who investigation shows, is not in a position to perform the contract.
- k. The Board of Education of Frederick County retains the right to reject any and all bids, if it is deemed in the best interest of FCPS to do so.
- l. If, during the life of the contract, a product or service does not meet the solicitation terms and conditions, FCPS retains the right to cancel the awarded item(s) and award to a new bidder, as long as that bidder mutually agrees to the award.

15. CONTRACT FORMATION

- a. Notification of the contract award will be made by letter after approval by the Board of Education of Frederick County.
- b. The primary form of contract is the purchase order(s), and any agreed upon schedules, addenda, shop drawings, and documents associated with the bid solicitation/submission/award.
- c. A secondary form of contract, if required, may be noted in Section II of this bid solicitation.
- d. No amendment, modification or change to the contract shall be effective unless such change is in writing and mutually agreed upon by authorized representatives of FCPS and the awarded vendor(s). Changes may not significantly alter the original scope of the agreement.

16. PROTESTS

- a. The Purchasing Manager or designee (when the Purchasing Manager administers the bid being protested) shall attempt to resolve, informally, all protests of bid award recommendations. Bidders are encouraged to present their concerns promptly to the Contract Manager for consideration.
 - i. The bidder must submit their concern, in writing, addressed to the Purchasing Manager. It should include the following:

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

17. CONTRACT ASSIGNMENT

- a. The awarded vendor(s) will not assign or transfer any portion of their interest or obligation under this Agreement to any third party, without the prior written consent of the Contract Manager. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer, elected official of the Board of Education of Frederick County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.
- b. The awarded vendor(s) will, when required, submit to the Contract Manager, in writing, the name of each subcontractor they intend to employ, the portion of the material to be furnished, their place of business, and any such information as may be required in order to know whether such subcontractor is reputable and reliable and able to furnish satisfactorily the material as called for in the specifications.
- c. FCPS reserves the right to approve or disapprove all subcontractors to be employed on a project. FCPS further reserves the right to approve or disapprove a change of subcontractor once an initial subcontractor has been approved. Any increased cost associated with the change of a subcontractor shall be the full obligation and responsibility of the awarded vendor(s).
- d. The awarded vendor(s) will not legally, or equitably, assign any of the funds payable under the contract, or its claim thereto, unless by, and with, the consent of the Contract Manager.
- e. The awarded vendor(s) will have the same provisions inserted in all subcontracts relative to the terms of the general conditions and other contract documents. Nothing contained in this contract shall create any contractual relations between any subcontractor and FCPS.

18. MULTI-YEAR CONTRACT

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

19. HOLD HARMLESS

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

20. CONTRACT DISPUTES

- a. Any dispute arising under this contract shall be decided by the Contract Administrator, the Contract Manager and the Purchasing Manager, who will communicate their decision to writing and furnish a copy to the vendor. This decision shall be final and conclusive unless, within 30 days, the vendor furnishes a written appeal addressed to the Board of Education of Frederick County. The local Board of Education has the right to hear appeals as provided by Maryland law.
- b. The Board of Education of Frederick County, or its duly authorized representative, will review the appeal for the determination of such appeal and their finding shall be final and conclusive. In connection with any appeal preceding under this clause, the vendor will be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute, the vendor shall proceed diligently with the performance of the contract and in strict accordance with the FCPS staff's decision. Exceptions are decisions determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as to imply bad faith, or not supported by evidence.
- c. This clause does not preclude consideration of laws questioned in connection with the decision provided for above.

21. TERMINATION FOR DEFAULT

- a. When an awarded vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of FCPS. FCPS may, by written notice of default to the vendor, terminate the whole or any part of the contract in any of the following circumstances:
 - i. If the vendor fails to perform the services or provide the products within the time and manner specific herein or any extension thereof, or:
 - ii. If the vendor fails to perform any of the provisions of this contract, or fails to make progress as to endanger performance of this contract, in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten calendar days (or longer as

authorized by the Purchasing Manager) after receipt of written notice from the Purchasing Manager of such failure, or:

- iii. If the vendor willfully attempts to perform the services other than specified as to coverage, limits, protections, and quality or otherwise, without specified authorization in the form of contract amendment, or:
 - iv. If a determination is made by FCPS that the obtaining of the contract was influenced by an employee FCPS having received a gratuity, or a promise therefore, in any way or form.
- b. In the event FCPS terminates the contract in whole or in part, FCPS may procure such products and services, in a manner the Purchasing Manager deems appropriate, and the vendor shall be liable to FCPS for any additional cost(s) incurred.
 - c. If, after notice of termination of this contract under provisions of this clause, it is determined for any reason that the vendor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience.

22. TERMINATION FOR CONVENIENCE

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

23. GOVERNING LAW AND VENUE

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

24. MULTI-AGENCY PARTICIPATION

- a. FCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland, as well as, any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The awarded vendor(s) agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.
- b. By agreeing to extend the contract to other agencies, the vendor(s) reaffirms and warrants his original commitment to FCPS so that afterwards all items and services shall continue to conform to the requirements and conditions of the original agreement for its duration. Agencies who utilize the contract agree to notify FCPS Purchasing Department of any significant experiences, problems or issues which may, or may have the potential to, affect our administration of this contract.
- c. FCPS assumes no obligation on behalf of any other agency and shall be held harmless if either party is damaged due to the agency or vendor's failure to become informed of, or comply with, any provision or pricing under this agreement. All purchase orders and billing will be transacted between the vendor

and the public agency.

- d. Each participating jurisdiction or agency shall enter into its own contract with the awarded vendor(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate “directly” to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the awarded vendor(s). The Lead Agency does not assume any responsibility other than to obtain pricing for the specifications provided.

25. PACKAGING AND DELIVERY REQUIREMENTS (modified)

- a. A packing list will be included in each shipment. This list shall contain the following information: Purchase Order Number, Vendor Name, Item Description, Item Number, Quantity and Delivery Location. Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.
- b. All materials, supplies and equipment for FCPS shall be delivered F.O.B Destination.
- c. Special delivery and handling instructions will be defined in Section II of each bid.
- d. The awarded vendor(s) shall be held responsible for and shall be required to make good at their expense, any and all damage done or caused by their employees in the execution of the contract as determined by FCPS.
- e. The vendor will be required to furnish proof of signed delivery in every instance. FCPS will not accept responsibility for deliveries that have not been signed for by an FCPS employee.

26. BILLING AND PAYMENT

- a. Invoices shall be submitted to: accounts.payable@FCPS.org or in duplicate to:

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

- b. Invoices and packing slips must contain the following information:
 - i. Bid Number
 - ii. Purchase Order Number
 - iii. Item Number (if applicable)
 - iv. Quantity (if applicable)
 - v. Brief Description of Item or Work Performed
 - vi. Unit Price Bid/Partial Payment Amount
 - vii. Extended Total for Each Item
 - viii. Grand Total
 - ix. Public School Construction Number (PSC) (if applicable)
- c. Payments will be made by FCPS check, single use credit account or credit card. Credit card statements with level three data are preferred. Bidders are prohibited from charging additional costs or fees from their bid price to process such orders.

27. COMPLIANCE WITH SPECIFICATIONS

- a. The awarded vendor(s) will abide by, and comply with, the true intent of the specifications and not take advantage of any unintentional error or omission, but will fully complete every part as to the true intent and meaning of the specifications and drawings.
- b. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
- c. Where the requirements of the specifications call for a higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.
- d. In the case of any apparent conflict between the specifications and such laws, ordinances, etc., the awarded vendor(s) will contact the Contract Administrator and the Contract Manager for a decision before proceeding with any work.

28. LIQUIDATED DAMAGES

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

29. SAFETY REQUIREMENTS (modified)

- a. When applicable, all machinery/equipment must meet OSHA-MOSHA requirements as to the safety of the operation of the equipment. All required safety devices shall be included in the price(s) bid.

30. LAWS AND REGULATIONS

- a. The vendor will comply with all Federal, State, and local laws, ordinances and regulations pertaining to

work under their charge. If the vendor performs any work which it knows or should know to be contrary to such laws, ordinance, and regulations and without such notices to FCPS they shall bear all costs arising therefrom.

- b. All vendors and subcontractors must abide by the Board of Education of Frederick County policies and FCPS regulations while working on school property.
- c. The vendor certifies that their firm adheres to or follows non-discriminatory practices with respect to the employment and promotion of personnel without regard to color, creed, race, sex, or national origin.

31. PATENTS

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

32. TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS

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

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

- a. Be advised that individuals who are registered sex offenders are not eligible to work on any FCPS' project. The awarded vendor(s) must initially check the Maryland Department of Public Safety & Correctional Services' Maryland Sex Offender Registry and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well. For projects lasting more than a few months, the vendor will periodically re-check the names of workers against the registry to ensure ongoing compliance. In the event that a registered sex offender is discovered to be working on a FCPS project, whether through employment by the vendor, subcontractor or equipment or material supplier, FCPS will notify the site superintendent to immediately remove the individual from the premises and permanently terminate his work assignment. FCPS may terminate this contract at no additional costs, as a result if the vendor is unable to demonstrate they have exercised care and diligence in the past in checking the Maryland registry.
- b. Contracted service providers who have regular, direct and unsupervised access to children cannot begin service without undergoing the same process as new employees per FCPS Regulation 300-33. If required, an awarded vendor(s) is responsible for payment of the full cost of the criminal background check. Additional information regarding this requirement will be found in Section II.
- c. The awarded vendor(s), or subcontractor(s), may not knowingly assign an employee to work on FCPS school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of a crime identified as a crime of violence.
- d. The awarded vendor(s) will not assign employees who has been convicted of an offense under § 3-307 or § 3-308 of the Criminal Law Article or an offense under the laws of another state that would constitute a violation of § 3-307 or § 3-308 of the Criminal Law Article if committed in the state.

- e. An awarded vendor will not assign employee who has been convicted of a crime of violence as defined in § 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14-101 of the Criminal Law Article if committed in this state.
- f. 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 of the FCPS and Maryland State Department of Education (MSDE) requirements before doing business with FCPS.
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 FCPS 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 check are still an enforced FCPS requirement.

34. DRUG, ALCOHOL, AND TOBACCO-FREE WORKPLACE

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

35. WEAPON POSSESSION ON SCHOOL PROPERTY

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

36. FOREIGN LANGUAGE TRANSLATOR REQUIREMENT

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

37. ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor to fulfill contracts solicited by FCPS is in violation of the law and is strictly prohibited. Awarded vendor(s) and subcontractors must verify employment eligibility of workers in

order to assure that they are not violating federal/state/local laws regarding illegal immigration. A compliance audit may be conducted.

38. STUDENT/STAFF CONFIDENTIALITY

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

39. PUBLIC INFORMATION ACT NOTICE

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

40. FORCE MAJEURE

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

41. ETHICS POLICY

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

42. NON-COLLUSION

- a. Bidder represents and certifies that prices for these services have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition or any matter related to such prices with any competitor or other bidder. Prices quoted in this bid have not been knowingly disclosed directly or indirectly to any competitor or other vendor prior to the opening of this bid.

- b. Bidder represents and certifies that it has not employed or retained any other company or person (other than a full-time bona fide employee working exclusively for the bidder) with the primary intent to solicit or secure the contract.

43. CONFLICT OF INTEREST

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

44. eMARYLAND MARKETPLACE ADVANTAGE REGISTRATION

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

**20T2, SCHOOL BUSES - ELECTRIC
FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)
SPECIFIC TERMS AND CONDITIONS
SECTION II**

1. SCOPE

The intent of this solicitation is to establish a contract for the purchase and delivery of electric school buses in accordance with the attached terms, specifications and general conditions.

2. CONTRACT PERIOD

This contract shall be effective from date of award through July 31, 2022, with the option to renew for two additional two-year periods at the discretion of the Board of Education. Bidders automatically accept the possibility of contract renewal as a condition of award and acknowledges that all terms and conditions remain unchanged.

3. CONTRACT TERMS

- a. Bid Bond and Payment Bonds are not required. A performance bond for 100% of the contract price maybe required from the successful contractor.
 - i. If applicable, the awarded vendor(s) may be required to submit a performance bond to the Purchasing Department ten (10) calendar days after receipt of the Notice of Award in the amount of 100% of the contract value covering faithful performance of the contract.
 - ii. The cost of the performance bond will be borne by the bidder(s) in all instances.
 - iii. Bonds must be approved by surety companies which are named in the most current Circular 570 "Surety Companies Acceptable on Federal Bonds" as issued by the U.S. Treasury, Bureau of Government Finance Operations, Division of Banking and Cash Management, Washington, D.C. 20111. Maryland Code 21-102 – A certificate of authority, or certified copy of a certificate of authority, issued by the Commissioner to a surety insurer shall be accepted as evidence of qualification to become sole surety on a bond, undertaking, recognizance, or other obligation required or allowed by law, or in the charter, ordinances, rules, or regulations of a municipal corporation, board, organization, court, judge, or public officer, without further proof or qualification regarding solvency, credit, or financial sufficiency to act as a surety or bidders must use bonding companies rated by A.M. Best Company of at least A-/VIII.
 - iv. If a bonding company is used that is not on the most current Circular 570, the vendor will be contacted to obtain a bond from an approved surety company and re-submit it to the Purchasing Department within ten (10) calendar days after notification.
 - v. Upon receipt and approval of the performance bond, an official purchase order will be issued.
 - vi. If a performance bond is required, and the awarded vendor fails to perform according to the terms of the contract, the bonding company will be notified in writing with a copy sent to the vendor.
- b. First Piece Inspection:
 - i. A completed bus is to be made available for inspection by LEA representative at the factory with all expenses borne by the vendor including airfare when factory is in excess of 200 miles from LEA's Transportation Department.
 - ii. First piece inspection approval will be given prior to the completion of the production run.

- iii. Pricing for First Piece Inspection will be listed separately on the Form of Proposal at a per person rate.
 - iv. Any deviations from the specifications found during or after manufacture and not approved by the LEA shall be immediately corrected to the satisfaction of the LEA at no charge.
- c. Liquidated Damages:
 - i. Will be assessed at a rate of one hundred (\$100.00) per bus per day for each day delinquent. If any part of the bus chassis or body is not completely ready for service at the indicated time, this will be grounds for invoking the liquidated damages.
 - ii. Responsibility for scheduling and coordinating the timely delivery rests solely with the vendor. Any hardship or difficulty encountered during the production cycle must be brought to the attention of the contract administrator in a timely manner.
 - iii. LEA reserves the right to withhold the liquidated damages from final payment.
- d. Title and Registration:
 - i. It is the responsibility of the successful vendor to pay title and registration fees.
 - ii. Buses must be delivered with temporary license plates.
 - iii. Title application(s), odometer statement(s), and other applicable MVA forms must be provided to the Director of Transportation, or his representative who will sign the forms.
 - iv. The successful vendor will make application for title and tags and pay any/all associated fees.
- e. Manufacturer's Authorized Service Center:
 - i. Must be located within a 50-mile radius from the LEA's Transportation Department.
 - ii. Must be authorized to accept all requests for warranty repairs or recalls.
 - iii. Coordination and transport of vehicles from their location to third party locations for repair work beyond their capability is to be borne by the authorized repair location.
 - iv. The name and location of the designated service center shall be listed on the Form of Proposal.
- f. Manufacturer's Authorized Powertrain Service Center:
 - i. Must be located within a 30-mile radius from the LEA's Transportation Department.
 - ii. Must be authorized to accept all requests for warranty repairs or recalls.
 - iii. Coordination and transport of vehicles from their location to third party locations for repair work beyond their capability is to be borne by the authorized repair location.
 - iv. The name and location of the designated service center shall be listed on the Form of Proposal.

4. PRICING

- a. All prices shall remain firm through the initial contract period.
- b. FCPS expects all vendors to provide year over year cost reductions recommendations.
- c. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.
- d. Price adjustments from the contractor/producer/processor/manufacture for any/all items may be considered at renewal. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least 60 days prior to the renewal term and shall be accompanied by supporting documentation.
 - i. Awarded vendor will have sixty (60) days from the contract anniversary date to submit a request for a Consumer Price Index (CPI) adjustment which may be applied to the unit pricing. For calculating the CPI adjustment, the Purchasing Department will follow the instructions below:
 - a. Access the U.S. Bureau of Labor statistics website at the following internet address:
<http://www.bls.gov/cpi/home.htm>.
 - b. Select "Get Detailed CPI Statistics", then select "Most Requested Statistics" for "Consumer Price Index-All Urban Consumers (Current Series)".
 - c. Select from list "U.S. All items, 1982-84=100-CUUR0000SA0". Select Retrieve data.
 - d. Select "More Formatting Options". Select "12 Months Percent Change". Click Retrieve Data.
 - e. Use the chart: 12 Months Percent Change, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100
 - f. Adjustment shall be based on the average of the 12 months percentage change published by the U.S. Bureau of Labor Statistics at the time of request. For example, an adjustment request is submitted by Award Bidder to the Lead Agency on December 10, 2007. The contract anniversary date is January 1. The U.S. Bureau of Labor Statistics has published data up to October 2007. Price adjustment would be based on the average from November 2006 to October 2007. This calculation shall include monthly U.S. Bureau of Labor Statistics data labeled as "Preliminary".
 - ii. The CPI adjustment is NOT automatic. The Lead Agency reserves the right to accept or reject the adjustment request within sixty (60) days of receipt of request.
 - a. If the request is rejected, the contract for that item shall be terminated thirty (30) days from the date of the Lead Agency rejection letter.
 - b. If adjustment request is rejected, the Lead Agency reserves the right to purchase services and/or goods from the next most favorable responsive and responsible bidder, as the requested adjustment may change the award position. If the next most favorable responsive and responsible bidder(s) does not have service available within the requested timeframe, Lead Agency reserves the right to purchase from any source.
 - c. Award Bidder whose price adjustment has been rejected by Lead Agency shall be granted the

right of first refusal, and shall be given an opportunity to match the item pricing of next most favorably ranked responsive and responsible bidder within ten (10) days of receipt of Lead Agency rejection notification.

- iii. The Lead Agency reserves the right to decrease rate, if such downward adjustment is reflected with the CPI data.
- e. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to FCPS.

5. BIDS FOR ALL OR PART

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

6. AUTHORIZED DEALERS

Only manufacturers, or their authorized dealers, may bid on equipment requested herein. At the discretion of the Board of Education of Frederick County a certificate, executed by the manufacturer, may be requested stating that the bidder is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.

7. DAMAGES/RESPONSIBILITIES FOR ITEMS TENDERED

- a. The vendors will be held responsible for and shall be required to make good, at their own expense, any or all damages done or caused by them or their workers in the execution of the contract.
- b. The vendors will be responsible for the items covered by this contract until they are delivered to the designated place of delivery.

8. PREPARATION OF PROPOSAL

- a. Due to possible changes and/or additions to the solicitation package, FCPS requests that bidders delay submission of their bid package until after the date of the pre-bid meeting or the date that questions are due to allow time for the possible issuance of an addendum. All changes will be processed through appropriate addenda.
- b. The Technical and Cost proposals will be submitted separately on-line via rocureNow (<http://secure.procurenow.com/portal/fcps>).

To get started, [click here](#), and sign up for a free account. You will receive an email to activate your account. Then subscribe to our bids by [navigating here](#) and clicking the green subscribe button. For more information about how to register, please see our [help file](#).

- c. Technical Proposal:
 - i. The Technical Proposal will include the following forms completed:
 - A complete listing of any/all exceptions to the technical specifications.
 - Descriptive literature/technical specifications
 - Name of service Center and contact name and number
 - Signature Page
 - Statutory Affidavit and Non-Collusion Certification

- Certification of Compliance
- Vendor Conflict of Interest Disclosure Form

d. Cost Proposal:

- i. The Cost Proposal will include the following form(s) completed:
- Form of Proposal – Pricing

9. AWARD

The basis of award is described in Section I, General Conditions, #14. Awards or Rejection of Bid.

10. VENDOR PERFORMANCE EVALUATION

- a. The Contract Manager and Administrator shall confer periodically to discuss the status of the contract. Issues of noncompliance may arise throughout the contract term and shall be brought to the attention of the Contract Manager as they occur.
- b. The Contract Manager or Administrator may request multiple metrics, from the vendor, to evaluate contract performance. Metrics may include, but are not limited to:
- i. Delivery
 - ii. Response time
 - iii. Backorders
 - iv. Quality of deliverables
 - v. Invoicing
 - vi. Sales data (Contract data, non-contract data)
 - vii. Financial
- c. Where technical, construction or performance specifications have been identified in the bidding document, the contract administrator shall utilize these specifications as the basis of determining contract compliance.
- d. If noncompliance occurs, it shall be documented in a timely manner, including actions taken and final resolution. Copies of the correspondence will be maintained in the Purchasing Department bid documents.
- e. Issues of noncompliance will be handled on a case by case basis. This may include, but is not limited to, written correspondence, face-to-face meetings, and/or an agreed upon performance management plan. FCPS retains the right to terminate the contract, in whole or in part, if the noncompliance issue is not resolved to the satisfaction of FCPS.

RFP 20T2, SCHOOL BUSES - ELECTRIC
BASIC MINIMUM SPECIFICATIONS - BUS CHASSIS
FOR 64/66 PASSENGER SCHOOL BUS - TYPE C, ELECTRIC

The design of school bus bodies is to provide for the safety of pupil and for long range, maintenance free factors as required by Transportation Code.....

Air Cleaner

- 1.1.1 Engine shall be equipped with a dry-element type air cleaner.
- 1.1.2 Air cleaner restriction indicator gauge must be included.
- 1.1.3 Mounted outside passenger compartment with proper ducting to provide adequate engine aspiration.
- 1.1.4 Location of air intake and air cleaner shall be readily accessible for servicing.

Alternator

- 1.2.1 Shall be sufficient output to meet the electrical demand of the vehicle.
- 1.2.2 Minimum rated capacity: 200 amperes.
- 1.2.3 Minimum rated capacity for buses equipped with air conditioning and/or wheelchair lifts: 270 amperes.
- 1.2.4 Heavy duty 12-volt type.
- 1.2.5 Acceptable brands: Leece Neville.

Axles

- 1.3 Conventional: Front – 10,000 (minimum) (Differential ratio shall allow a cruising speed of 70 mph)
 Rear – 21,000 (minimum)

Battery (Non-Propulsion)

- 1.4.1 Chassis must be equipped with a minimum of three BCI Group 31 twelve (12) volt maintenance free batteries with a total of no less than 1000 CCA each (measured @ 0°F).
- 1.4.2 Batteries shall be mounted outside of engine compartment. Batteries shall be mounted on a slide out heavy duty tray in a skirt mounted battery box with stainless steel roller bearings and stop whereby batteries may be exposed to outside for convenient servicing.
- 1.4.3 Battery compartment door or cover shall be secured by an adequate and conveniently operated latch. No lock on door.
- 1.4.4 Ground cable shall be mounted to a permanent part of chassis frame.
- 1.4.5 One-piece battery cables of sufficient length to reach outside battery compartment when slide-out tray is fully extended shall be provided.
- 1.4.6 All cables passing through the metal battery box shall be protected by non-conductive rubber grommets to prevent chaffing.

Brake, Parking - Hydraulic

- 1.5.1 Shall be driveline type with dash mounted control (Orscheln type not acceptable) or foot applied control to apply and release the parking brake. Warning light must be provided to alert the driver when the parking brake is engaged.

Brakes - Hydraulic

- 1.6.1 Power assist will be used.
- 1.6.2 Split power or full power hydraulic system with front and rear disc; 4-wheel anti-lock brake system.
- 1.6.3 Service brake master cylinder must be located inside engine compartment with easy access for checking fluid level.
- 1.6.4 All metal brake lines must be stainless steel or an approved corrosion resistant equivalent substitute.
- 1.6.5 All brake rotors must have an approved corrosion resistant tone ring.

Bumper, Front

- 1.7.1 Refer to COMAR.

Cooling System

- 1.8.1 Provide an automatic fan clutch and fan. Shall be of adequate capacity to cool engine at any outside temperature.
- 1.8.2 A heavy duty radiator shall be installed. Cooling system overflow recovery system shall be provided.
- 1.8.3 Cooling system shall be protected to -20° with permanent type anti-freeze.
- 1.8.4 Provide easy access to coolant filler cap for easy fill with typical water/coolant bucket
- 1.8.5 Constant torque hose clamps in engine compartment.
- 1.8.6 Drain cocks must be installed in radiator.

Drive Shaft Guards and Shields

- 1.9.1 Refer to COMAR.

Electrical (Chassis Wiring)

- 1.10.1 The chassis wiring system shall be of sufficient capacity to meet the electrical demand of the vehicle.
- 1.10.2 Voltmeter is required and shall have a capacity of no more than 18 volts.

- 1.10.3 Disconnect of 150 amperes minimum shall be installed between the battery and body harness.
- 1.10.4 All wiring must be color coded and numbered at 6-inch intervals and a diagram of the circuits shall be attached to the body in a readily accessible location. (Addressed in body specs)
- 1.10.5 A complete wiring schematic diagram must be provided.
- 1.10.6 All wires shall be in wire loom.

Electronic Stability Control

Detailed information must be provided vendor in bid submission.

Engine

1.11.1 Electric - Please provide responses regarding engine in Attachment "A".

Frame Side Members

1.13.1 Refer to COMAR.

Fenders

- 1.14.1 Non-logo mud flaps shall be provided behind each wheel and extend down approximately 9" from the ground.
- 1.14.2 Fenders must extend beyond tire or be protected by a fender extension.

Fuel System- Propulsion Batteries

- 1.15.1 Chassis shall be equipped with batteries that are greater than or equal to 120 miles (at a minimum) on a single full charge or the highest available.
- 1.15.2 Vehicle Charging port location to be front center of bus.
- 1.15.3 Door over vehicle charging port shall be spring loaded and hinged to the front with thumb pull.

Hood

1.16.1 Conventional hood shall be fiberglass full tilt type.

Ignition

- 1.17.1 All ignition switches shall be master-keyed alike. LEA shall furnish their standard key code.
- 1.17.2 Manufacturer shall provide (2) sets of ignition keys per bus.

Instrument Panel

1.18.1 The bus shall be equipped with the following non-glare, illuminated gauges, warning lights and alarms mounted for easy maintenance and repair and in such a manner that each is clearly visible to seated operator:

Gauges

- | | |
|-----------------------------------|--|
| 1. Speedometer | 7. Air pressure gauge (if so equipped) |
| 2. Battery Meter | 8. Battery lifecycle meter |
| 3. Coolant temperature gauge | |
| 4. Voltmeter | |
| 1. Odometer | |
| 6. Transmission temperature gauge | |

Warning Lights, Switches and Alarms

- | | |
|---|---|
| 1. Self-canceling directional signals | 7. Upper beam headlight indicator |
| 2. Low air pressure warning light and buzzer | 8. Turn signal indicator light |
| 3. Emergency escape audible alarm | 9. Low coolant indicator light and buzzer (if applicable) |
| 4. Wait to Start Light | 10. Low battery level warning light and buzzer |
| 5. Upper beam headlight indicator | |
| 6. Warning light or buzzer for automatic transmission fluid temperature | |

1.18.2 Instrument panel shall be non-reflective in color.

Openings

1.19.1 All openings in floorboard or firewall between chassis and passenger – carrying compartment, such as for hoses, brake pedals, accelerator pedal, gear-shift lever and auxiliary brake lever, shall be properly sealed or grommets.

Shock Absorbers

1.20.1 Two (2) front and two (2) rear heavy-duty, double acting shock absorbers of sufficient capacity to meet GVW requirement shall be provided.

Springs

- 1.21.1 Rated capacity of spring shall not exceed rating of respective axle.
- 1.21.2 Heavy duty single stage multi-leaf front and rear variable rate suspension to meet GVW and axle ratings.
- 1.21.3 All shackle and spring hanging bolts/pins shall have grease able fittings or euro-bushings.

Steering

- 1.22.1 Power steering unit shall be installed by chassis manufacturer.
- 1.22.2 Pump reservoir shall be readily accessible for service and checking fluid level.

Steering Wheel

- 1.23.1 Will be equipped with a tilting mechanism to allow drivers to adjust the steering wheel position.

Tires/Wheels

- 1.24.1 Tires shall be 1100R 22.5, tier one brand and tread design for buses without wheelchair lifts.
- 1.24.2 Wheels shall be ten-hole hub-piloted type, painted black.
- 1.24.3 Rims shall be 9-1/4" x 322.5 hub-piloted with five (5) hand holds.

Electric Drive Train

- 1.25.1 Please provide responses regarding electric drive train in Attachment "A".

Noise Reduction Package

- 1.26.1 Acoustic headliner shall be installed throughout the entire passenger compartment
- 1.26.2 Manufacturer shall supply noise reducing insulation package to include engine cover and firewall.
- 1.26.3 Omit step-well reduction package

RFP 20T2, SCHOOL BUSES - ELECTRIC
BASIC MINIMUM SPECIFICATIONS – BUS BODY
FOR 64/66 PASSENGER SCHOOL BUS - TYPE C, ELECTRIC

Minimum specifications shall include all applicable Federal Motor Vehicle Safety Standards (FMVSS) and Code of Maryland Regulations (COMAR) for school buses in effect at the time of this bid. In addition, the bus(es) must meet the minimum bid specifications provided in this document.

Aisle

- 1.27.1 One two inch (2") white rubber aisle strip shall be installed between the two front barriers.
- 1.27.2 No seat or other object shall be so placed in bus as to restrict any part of passageway 24" forward of emergency door

Backup Alarm

- 1.28.1 Backup alarm (audible): Minimum 97 decibels, mounted on frame behind rear axle, and activate automatically when transmission is in reverse position

Body

- 1.29.1 Provide a diagram at time of bid submission depicting dimensions of the bus, to include seat spacing.
- 1.29.2 Body side skirt shall extend to the approximate centerline of the axles.
- 1.29.3 The body side panels from under the windows to the bottom of the skirt must be 16 gauge.
- 1.29.4 Interior headroom shall be no less than 77".

Bumper Rear

- 1.30.1 Refer to COMAR.

Construction

- 1.31.1 Full length acoustical ceiling with insulation.
- 1.31.2 Roof Vent/Emergency Exit – Two (2) low profile with audible alarm
- 1.31.3 External construction shall be of rust-resistant, zinc-coated, prime commercial zinc cold-rolled quality steel. All such construction materials shall be fire-resistant.
- 1.31.4 Body hold down clamps – positive clamp – not spring type.

Doors

Service Door

- 1.32.1.1 An electric or manual door shall be provided.
- 1.32.1.2 Door control mechanism shall be located overhead of door and concealed behind a removable panel.
- 1.32.1.3 Shall be outward type door only.
- 1.32.1.4 Service door shall have a minimum horizontal opening of 24 inches and minimum vertical opening of 68 inches.

Emergency Door and Exits

- 1.32.2.1 Must comply to COMAR and Federal Motor Vehicle safety standards 217 regulations.
- 1.32.2.2 Metal sill to protect floor at emergency door entrance

Roof Hatches

- 1.32.3.1 (2) Specialty roof hatches

Electrical

- 1.33.1 Access Covers – Main body wiring harness must be easily accessible by removing molded covers over sash and the vertical post at the rear of the driver's window.
- 1.33.2 All electrical circuits are to be color coded wire and protected by circuit breakers. Circuit breakers shall be easily accessible with no screw or bolt removal necessary to reach them and shall be plainly marked designating the circuit to which each applies.

Emergency Equipment

- 1.34.1 Provide all safety equipment required by FMVSS and COMAR. The location of emergency equipment will be determined by the jurisdiction (during review of the pilot model bus.) Emergency equipment items are not to be mounted prior to that time.

Floor Covering

- 1.35.1 Floor covering, seating and other interior accessory colors must match/color coordinate.
- 1.35.2 The floor covering shall be one continuous piece from front to rear. **Splicing is unacceptable.**
- 1.35.3 Metal cover molding shall be installed along side wall and rear body wall.
- 1.35.4 Aisle joint molding shall be constructed of aluminum and installed over all seams where aisle covering meets floor covering.
- 1.35.5 Sub-flooring shall be of 5/8" marine grade plywood.
- 1.35.6 Aisle – 3/16" ribbed rubber
- 1.35.7 Under seat – 1/8" smooth rubber under seats, wheel wells and in driver's area.

Handrails (Grab Rail)

- 1.36.1 Handrails shall be installed on both sides of the front entrance going up the steps of the bus.
- 1.36.2 Handrails shall be stainless steel.
- 1.36.3 Must meet current standards for draw strings.

Heater-Defroster

- 1.37.1 Each bus shall be equipped with three independently controlled non-hot water heaters, which shall be fresh air or combination fresh air re-circulating type. Air filters mounted for ease of servicing shall be installed.
- 1.37.2 Front – 140,000 BTU (minimum 50,000 BTU on right) heater to include full width windshield defroster.
- 1.37.3 Rear – 70,000 BTU rear heater behind the rear wheel well on the left side mounted under seat.
- 1.37.4 Two six inch (6") minimum heavy duty defroster fans shall be installed - (1) mounted near the center of the windshield and (1) mounted over the driver's left side window.

Identification – Lettering (Block Style)

- 1.38.1 Lettering shall meet National, State and Local requirements as to type, size, color, locations and wording
 - 1.38.1.1 A two (2) inch number is to be placed above the right-hand windshield and on the rear bulk head on the interior of the bus. An identification number will be placed on the exterior roof of the bus per COMAR.
 - 1.38.1.2 No lettering on rivets or seams.
 - 1.38.1.3 No logo on mud flaps.
 - 1.38.1.4 Number on the front bumper shall be yellow.
 - 1.38.1.5 No passengers forward of white line while bus is in motion shall be placed on the head wall above the windshield. The size of this decal is to be no larger than 6" x 9".

Lights

LED Lamps to be Truck-Lite and/or Sound-Off Brand as determined by LEA at no extra cost. Full factory warranty. Meet Federal and COMAR standards.

1.39.1 Interior:

- 1.39.1.1 Minimum eight (8) LED interior lamps.
- 1.39.1.2 One (1) LED lamp in step-well area.
- 1.39.1.3 One (1) LED dome lamp in driver's area, with separate switch.
- 1.39.1.4 One (1) LED above rear emergency exit door.

1.39.2 Exterior:

- 1.39.2.1 Two (2) LED 7 inch combination tail and stop lights.
- 1.39.2.2 Two (2) LED 4 inch combination tail and stop lights.
- 1.39.2.3 One (1) LED license plate light, mounted on left rear side.
- 1.39.2.4 Two (2) LED 7 inch clear backup lights.
- 1.39.2.5 Two (2) LED 7 inch amber rear directional signals.
- 1.39.2.6 Four (4) armored side directional marker lights, mounted at seat level rub rail; amber (front) and red (rear). Front, rear, and side roof LED clearance lights.
- 1.39.2.7 One (1) 4 inch clear, flush-mounted LED light, mounted externally on the right side of the bus, just behind the rear edge of the entrance door and below the level of the fuel filler door. To illuminate the ground in the area of the entrance door. Wired to operate with the interior step-well light. Mounted in an integrated, waterproof mounting flange.

1.39.3 LED school warning lights and audible backup alarm:

- 1.39.3.1 School warning lights: To be LED, red and amber, 7-inch diameter with visors
- 1.39.3.2 Must have two-mode capability (steady burn; strobing flash @ 10.4 flashes per second). Mode to be determined by LEA.
- 1.39.3.3 School warning lights: To be activated by separate control panel or dash-mounted (to right side of driver), and include a momentary activation switch, red and amber pilot lights, master switch, and override switch for red light activation only (per COMAR).
- 1.39.3.4 Override switch shall operate with master switch in on or off position.
- 1.39.3.5 Warning light flasher: Weldon 7000 Sound-Off, or operated through body control microprocessor.

Mirrors

1.40.1 Exterior:

- 1.40.1.1 Exterior side view remote adjustable west coast mirrors are required. Right side mirror must be visible through front windshield while operator is in normal seated position.
- 1.40.1.2 All exterior mirrors shall be electrically heated with 15-20 minute timer.
- 1.40.1.3 Cross over mirrors (quadrispherical type) shall be mounted on the left and right front fender (meets FMVSS-111).
- 1.40.1.4 All exterior fasteners to be of stainless steel.
- 1.40.1.5 Weather proof grommets shall be used to seal electrically heated mirror wire harness of bus body. Silicone sealant is not acceptable. Weather proof electrical wire terminal disconnects shall be placed within 12-inches of mirror heads.
- 1.40.1.6 All heated mirrors will operate off of one switch with a pilot light to indicate when the heating elements are turned on.

Noise Reduction Package

- 1.41.1 Acoustic headliner shall be installed throughout the entire passenger compartment.
- 1.41.2 Manufacturer shall supply noise reducing insulation package to include engine cover and firewall.
- 1.41.3 Omit step-well reduction package.

Paint/Color

- 1.42.1 Roof shall be white.
- 1.42.2 Interior – Standard color panels

First Piece Inspection

- 1.43.1 A completed bus is to be made available for inspection by for two (2) LEA representatives at the factory with all expenses (including air when excess of 200 miles) borne by the vendor. First piece inspection approval will be given prior to the completion of the production run.

Radio/PA System

- 1.44.1 AM/FM/CD radio with PA system, flush-mounted, with four (4) channels, rated at 30 Watts minimum per channel.
- 1.44.2 Integral digital clock.
- 1.44.3 Minimum six (6) speakers, flush mounted in roof, evenly spaced throughout bus interior.
- 1.44.4 Speakers must be compatible with output of radio and PA system.
- 1.44.5 The first speaker shall be mounted as close to the driver as possible in the area of the first passenger seat (right or left side), but not forward of the crash barrier.
- 1.44.6 Integral PA system with microphone. Microphone shall be equipped with volume control.
- 1.44.7 Location of microphone holder to be determined at time of pilot bus inspection.
- 1.44.8 PA system to operate through all 6 speakers.
- 1.44.9 Radio play to be automatically interrupted when microphone is activated.

Rub Rail

- 1.45.1 Snow rail shall be installed full length (at the bottom) of body skirt.

Seats & Interior

- 1.46.1 Fire-block upholstery. Fabric shall be **Black, Green, Brown, Gray or Blue** – as specified by LEA
- 1.46.2 Driver's seat:
 - 1.46.2.1 High back, suspension.
 - 1.46.2.2 Three-point combination lap/shoulder belt (orange color), with height-adjustable shoulder belt (minimum 16 inch vertical adjustment).
 - 1.46.2.3 Right-side fold down arm rest (left side not required).
 - 1.46.2.4 Lumbar support required.
 - 1.46.2.5 Knee action seat prohibited.
- 1.46.3 Rear most seats shall be 30" wide. Standard 3-3 seating with 39" seat width to be used in the remainder of the bus. A floor plan must be provided and approved prior to ordering.
- 1.46.4 Seating configuration:
 - Row 1-10 shall be standard 39" bolt mounted seat
 - Row 11 shall be standard 30" bolt mounted seat
- 1.46.5 All seats shall be equipped with FMVSS seat belt ready seats. No child carrier seats will be located next to emergency windows.
- 1.46.6 A document holder with approximate dimensions of 12" x 18" x 3" (sufficient to hold a 3" binder) with Velcro secured top flap shall be incorporated into the front of the driver's side modesty panel (barrier). The barrier cover and the document holder shall be constructed of fire block material.

Steps

- 1.47.1 There shall be one stirrup step and a suitably located handle on each side of the front body for accessibility for cleaning windshield and lamps.
- 1.47.2 Three (3) step (or four (4) step) entrance shall be provided.
- 1.47.3 Three (3) step (or four (4) step) entrance covered with black slip resistant pebble tread rubber with white nosing.
- 1.47.4 Step-wells shall be constructed of rust resistant material.

Storage Compartment

- 1.48.1 A metal/plastic storage compartment approximately 28"L x 7"D x 12"H located above the driver's sash window at the ceiling is to be provided. An access door that secures with a latch (no key locks) is required. The size of the compartment that the vendor can provide must be identified at the time of the bid submission. The protrusions of screws or long bolts into the compartment, or the routing of loose electrical wiring inside the compartment, thus making the compartment unusable for storage must be eliminated.

Crossing Arm/Stop Sign

- 1.49.1 Electric operated octagon-shaped, with strobing LED lights visible front and rear, shall be activated in conjunction with flashing warning light switch.
- 1.49.2 Fasteners must be stainless steel.
- 1.49.3 Electric crossing gate.

Undercoating

1.50.1 Complete underbody including wheel wells.

Windshield Wipers

1.51.1 (2) Bottom mounted electrically operated motors. Parallelogram type arms. Variable speed. Heavy duty wiper blades. Provide hi/low/intermittent wiper controls.

Windshield and Windows

1.52.1 Driver sliding sash assembly shall be supplied.

1.52.2 The upper portion of the windshield is to be tinted to the maximum allowable percentage under Maryland law.

1.52.3 There shall be a minimum of (4) vertically hinged side push out windows (two (2) on each side).

1.52.4 All bus body windows, excluding the service door, must be tinted to the maximum allowable percentage under Maryland law.

Power Port

1.53.1 12-Volt (20 amp) power receptacle in the driver's compartment. Location to be determined by LEA

Back-Up Camera System

1.54.1 Back-up camera system integrated with discipline mirror.

RFP 20T2, SCHOOL BUSES - ELECTRIC ADDITIONAL OPTIONS SPECIFICATIONS

Options must be installed by the bus manufacturer or vendor prior to delivery of the bus. Not all options are available for all sizes and/or models of buses and are subject to change.

ABS Air Brake System (Outboard Maintenance Only)

- 2.1.1 Four-wheel brakes, adequate at all times to control bus when fully loaded shall be provided.
- 2.1.2 Vehicles shall be equipped with a safety valve to protect against excessive air pressure.
 - 2.1.2.1 An illuminated air gauge on the instrument panel to register pressure in the air system
 - 2.1.2.2 An audible and visual low-pressure indicator to warn the operator when the pressure falls below 60 pounds per square inch.
- 2.1.3 All air tanks shall be equipped with automatic electric heated drain valves.
- 2.1.4 Brake lines to be color-coded with quick-connect fitting.
- 2.1.5 Brake lining material shall meet the standards of Vehicle Equipment Safety Commission Regulations. The minimum brake lining should be 16.5 x 7 inches, rear, and 16.5 x 5 inches front.
- 2.1.6 Each brake drum shall be permanently and plainly marked to clearly indicate in legible cast or stamped legend, the maximum safe diameter of the drum
- 2.1.7 AD-IP Cartridge Type Bendix Westinghouse air dryer with heater.
- 2.1.8 A manual control shall be installed in the driver's compartment in such a position and location as to be readily available to the driver for emergency stopping or parking.
- 2.1.9 Rear air chambers to be mounted in front of rear axle.
- 2.1.10 Brake stoplight switch shall be air actuated.

Child Reminder System

- 2.2.1 Bus shall be equipped with a child reminder system: Model CRS2A or approved equal.

Storage Compartment

- 2.3.1 Small under frame storage compartment with door need right rear tire for storage of wheel chocks. Approximate size should be 13" H x 15" D x 25" W.

Interior Panels

- 2.4.1 Modesty panel installed below front barriers.
- 2.4.2 Interior trim panels shall be provided from bottom window line to seat rail and shall be unpainted, embossed, aluminized steel.

Key Box

- 2.5.1 Key box shall be GE-Supra 2-key permanent key box. The location of key box will be determined during a review of pilot model inspection. (SUPRA – 1-800-225-2974)

Outside Storage/Luggage Compartment

- 2.6.1 Single door compartments – left side (1) 50" L x 20" H, right side (1) compartment 90" L x 20" H with (2) doors. Compartments should include locks that are master-keyed alike on all units ordered.

Strobe Light

- 2.7.1 Flashing White Strobe Light:
 - 2.8.1.1 Shall be installed on the roof, mounted between the rear of the bus and the roof hatch in the center of the bus, as close as possible to rear of bus (located in last roof panel).
 - 2.8.1.2 Shall have a single clear lens emitting 360 degrees around its vertical axis with a minimum 10-jewel light power.
 - 2.8.1.3 Strobe light shall operate whenever 8 light warning system is in use.

Sun Shield

- 2.9.1 Additional visor of the same type shall be installed on the roadside window above the driver's sash assembly. The length of the sun shield brackets will be such that the shields provide coverage to the top of the windows and then pivot 180 degrees on the brackets to provide coverage of a total of 12 inches down from the top of the window.

Wiring

- 2.10.1 20-amp junction box to provide 2-way radio hook-up and should be ignition hot. Also provide in-dash location to install 2-way radios.
- 2.10.2 Provide in-dash location to install 2-way radios.

Seatbelt Options

- 2.11.1 Seat: Safeguard IMMI Integrated Child Seats or C.E. White Seats, to match color of other upholstery in bus and each seat shall have two ICS and two integrated three-point shoulder belts. Each seat should be equipped with two sets of lower anchor attachment points to accommodate aftermarket infant car seats.

- 2.11.2 Seat Belts: The seat belts will be paired by color so that the sets on each seat are of a different color. The female end of the belt shall not be more than 2 inches (2") from seat back.

Communications

- 2.12.1 Contractor shall install buyer emergency communication equipment set to the appropriate county frequency and talk group.

Cameras

- 2.13.1 Contractor shall work with LEA for the purchase and installation of camera system.
- 2.13.2 The camera placements shall be as follows:
1. Above driver and pointed toward service door/stairwell
 2. In the front of the bus approximate center the width of the bus and pointed toward the interior of the bus from the front to the back of the bus
 3. On the passenger side approximately 1/3 of the way back and pointed towards the seats on the opposite side of the bus
 4. On driver's side approximately 3/4 of the way back and pointed toward the remaining (4) seats, as well as, the lift door
 5. Location of camera needs to be approved prior to installation.

Zonar Ground Traffic Control System

- 2.14.1 Contractor shall work with LEA for the purchase and installation of GPS system.

RFP 20T2, SCHOOL BUSES - ELECTRIC
SPECIAL CONDITION SPECIFICATIONS
FOR 64/66 PASSENGER SCHOOL BUS – TYPE C, ELECTRIC

Warranties:

- 3.1.1 General: Vendor shall assure that all manufacturer's and sub-contractors' guarantees and warranties apply and shall be submitted in writing and accompany the bid response.
- 3.1.2 Warranty: the following minimum warranty levels shall apply regardless of manufacturer including any and all labor, parts and workmanship.
- 3.1.3 In-service date is defined as the first day the bus is used to transport students.
- 3.1.4 Chassis and Body: Ten (10) years from the date of in-service, unlimited mileage bumper to bumper.
- 3.1.5 Engine: Ten (10) years from date of in-service, unlimited mileage complete engine including engine electronics. Towing of vehicle will be paid by successful bidder under warranty terms for warranty work at appropriate repair location.
- 3.1.6 Batteries: Ten (10) years from the date of in-service, unlimited mileage bumper to bumper
- 3.1.7 Transmission: Ten (10) years from date of in-service, unlimited mileage warranty and engine hours. Warranty will repair or replace any parts, including electronics or whole transmission that proves defective in normal use. Towing of vehicle will be paid by successful bidder under warranty terms for warranty work at appropriate repair location.
- 3.1.8 ABS Brakes: Ten (10) years from in-service date, unlimited mileage. Warranty will repair or replace all electronic components, including brake valves and tone rings for ABS system.
- 3.1.9 Other Major Components: Ten (10) years unlimited mileage and engine hours from in-service date. Warranty will repair or replace any the following major components that fail or prove to be defective in normal use:
 - 3.1.9.1 Driveline, rear axle and differential (except brakes, axle shaft, controls), front axle assembly (except brakes), and cross member, brackets, suspension (except pins and bushings) and radiator. Air Compressor, Power Steering, Pump, steering Gear box, body and chassis electrical system, including wiring – Warranty will repair or replace any internally lubricated part or parts that prove defective in normal use.
 - 3.1.9.2 Towing of vehicle will be paid by successful bidder under warranty terms for warranty work at appropriate repair location.
 - 3.1.9.3 The successful contractor(s) shall provide authorization to perform warranty reimbursement work that shall include, but not limited to reimbursement for parts and labor.
- 3.1.10 Warranty requirements, in the event there is a recall or "field fix", which involves all or some units, the LEA reserves the right to require the warranty work to be performed at our locations.
- 3.1.11 In any event where warranted parts are replaced by the LEA mechanics at LEA facilities, the contractor shall reimburse the LEA at the published manufacturers "Flat Rate Manual" at the current manufacturer Dealer's Posted labor rate. This also applies to any manufacturers "recall" service performed by LEA personnel. All said work shall be coordinated and approved by the respective manufacturer's service liaison representative in a reasonable and timely manner.

Diagnostic, Parts, and Service Material

- 3.2.1 Diagnostic Materials:
 - 3.2.1.1 The successful vendor(s) shall be required to provide three (3) personal computers with OEM diagnostic software and any necessary cables and adapters to connect with a laptop/PC configuration. All manufacturers and models offered shall require approval by the individual school system. Setup of laptops and installation of software to be coordinated through the LEA IT Department. Contact person to be named after contract award.
 - 3.2.1.2 Software to be compatible with existing jurisdictions' operating system.
- 3.2.2 A "Parts and Service Material/Software" shall be provided. Electronic versions are preferred. Service materials shall include chassis, body, engine, brakes and any other major components not specifically addressed in chassis or body manual.
 - 3.2.2.1 Operator's Manual (including routine maintenance) for each vehicle (minimum of one copy per bus)
 - 3.2.2.2 Shop Manual – Electronic version is preferred
 - 3.2.2.3 Parts Manuals – Electronic version is preferred
 - 3.2.2.4 Body and Chassis Wiring Schematics – electronic version is preferred
- 3.2.3 Internet access to manufacturer's service information database to be made available to the Board at no additional cost.
 - 3.2.3.1 Shall have access to websites (for 2 usernames and passwords or licenses) for Parts, Wiring, schematics, vehicle repair, and Diagnostic support for body, chassis and powertrain and shall be the most recent Dealership/Fleet format available and any updates for and throughout the bus life for 15-year period.

Service:

- 3.3.1 Bidders must be a factory authorized dealer or distributor of the item(s) offered in the bid. They must maintain a business that incorporates an on-site service, maintenance, and warranty repairs and parts department with delivery capabilities. The business must include therein a staffed parts department with an inventory of parts described below. The OEM must have an authorized repair facility located within a 40-mile radius of school system and capable of providing service within 24-hours of notification. Each bidder must explain how they will service each individual school system. (Must provide the name and location of the designated service center(s) for warranty/service repairs)
- 3.3.2 Technical advice regarding mechanical, operational, or parts problems must be provided by the dealership as needed. A detailed service invoice shall be furnished for all warranty work provided by the dealership at the time of vehicle pick up from dealership.

- 3.3.3 Coordination and transport of vehicles from their location to third party locations for repair work beyond their scope of work is to be borne by the authorized repair location.
- 3.3.4 OEM connected telematics for the life of the bus life (15-year period).

Training:

- 3.4.1 Awarded Bidder(s) shall be responsible for facilitating factory-authorized training, as required per item. Provide service training to LEA technicians relative to operation, maintenance and diagnostic procedures for the current model year diesel engine, automatic transmission, brakes, suspension and multiplex wiring provided.
- 3.4.2 Training shall take place at a LEA designated facility and will consist of a minimum of eight hours of training.
- 3.4.3 The type of training required and the dates and location of training shall be coordinated with a representative of the LEA Office of Transportation upon delivery of completed buses to LEA.
- 3.4.4 Training material provided to satisfy the above requirements shall be at no charge to LEA.

Preparation Service:

Contractor shall perform the following services before any vehicle is delivered:

- 3.5.1 Complete Chassis Lubrication.
- 3.5.2 Pre-delivery inspection and service on chassis.
- 3.5.3 All fluid levels to be checked and topped off which includes a full fuel tank upon delivery.
- 3.5.4 Vehicle is to be washed, including the interior of the vehicle.
- 3.5.5 Contractor shall provide all chassis service work required by the manufacturer in the event of a "Recall". Service shall be performed at the nearest authorized dealer facility. Expense of labor and materials will be assumed by the dealer providing the vehicles.
- 3.5.6 Contractor shall, for the final delivery, attach a signed certificate to the vehicle stating that services specified herein have been performed, and the inspection indicates the vehicle complies with all federal and state regulations.

**RFP 20T2, SCHOOL BUSES - ELECTRIC
AIR CONDITIONING SPECIFICATIONS (OPTION)
FOR 64/66 PASSENGER SCHOOL BUS - TYPE C, ELECTRIC**

Air Conditioning System:

Passenger A/C Minimum Specification:	64/66
Front System Type	Bulkhead
Rear System Type	Bulkhead
Combined System BTU's	120,000

- 4.1.1 Brand to be Mobile Climate Control (Carrier) or approved equal. The front A/C unit shall be integrated within the dashboard and utilize the factory-installed dash vents, defroster outlets, and HVAC control panel (may use aftermarket control panel if OEM is not available). There shall also be a front bulkhead unit installed. The dashboard unit and front bulkhead A/C unit shall use the same compressor. The rear A/C unit shall be mounted in or on the rear bulkhead, have its own separate control panel and compressor. Both systems should be able to operate independently of the other.
- 4.1.2 Cooling Capacity - meeting the following performance standards:
- 4.1.2.1 From startup, the interior of the bus must be 20 degrees F cooler than the ambient temperature within 30 minutes and maintain the temperature for as long as the bus is in operation.
- 4.1.2.2 Cabin temperature, measured in any seat level position in the bus, shall be within 2 degrees F from the cabin average temperature 30 minutes after the startup.
- 4.1.3 Rear evaporator:
- 4.1.3.1 Bulkhead Evaporator(s): The rear evaporator unit is to be mounted in or on the bulkhead of the bus, both front and rear.
- 4.1.3.2 The BTU rating shall match the performance standard specified above.
- 4.1.3.3 Rear evaporator blower motor shall be dual wheel, double inlet, with three (3) speeds. The total air flow shall be a minimum of 1,600 CFM on highest speed setting.
- 4.1.3.4 Rear evaporator shall have aluminum housing and an integrated drain pan with a minimum 30-degree tilt to prevent condensation overflow.
- 4.1.3.5 Rear evaporator shall have high-efficiency air outlets with adjustable louvers and a detachable finger guard.
- 4.1.3.6 Air filter to be electrostatic-type, washable and reusable.
- 4.1.3.7 Rear evaporator shall have dual ½ inch I.D. drain hoses.
- 4.1.3.8 All interior covers and panels shall utilize fire retardant materials meeting the FMVSS 302 specifications.
- 4.1.4 Control panel, rear evaporator:
- 4.1.4.1 Mounted on the panel at the left side of the driver's seat, within easy reach of driver.
- 4.1.4.2 Fan switch: Rotary knob-type switch, to include off position and three (3) fan speeds.
- 4.1.4.3 Thermostat: Rotary knob-type switch, and shall include compressor clutch cycling protection.
- 4.1.5 Condensers:
- 4.1.5.1 To be mounted on roof in the center of the bus.
- 4.1.5.2 Grille panel to be painted National School Bus Yellow (as required by COMAR).
- 4.1.5.3 BTU rating to match performance standard specified above, at 95 degree F outside ambient air temperature.
- 4.1.5.4 Three (3) 10-inch low-profile surface-mount electric fans enclosed within the condenser housing, with a minimum air flow rating of 2,400 CFM.
- 4.1.5.5 Air flow shall be pulled through condenser coil and distributed towards the center of the vehicle.
- 4.1.5.6 Integral high/low pressure cutout switches to be wired into compressor clutch circuit; high-pressure switch to be automatically resettable.
- 4.1.5.7 Sight glass to include an integral moisture indicator and an inline filter drier assembly.
- 4.1.6 Hoses:
- 4.1.6.1 All refrigerant hoses, fittings, and clamps shall meet or exceed SAE Specification J2064 Type D.
- 4.1.6.2 Refrigerant hoses to include nylon (vinyl)-based thermoplastic inner liner reinforced with a dual layer of textile yarn and covered with a synthetic elastomer.
- 4.1.6.3 Fittings shall be O-ring type with clip-and-cage design, and shall be corrosion resistant.
- 4.1.7 Refrigerant: R-134A only (no exceptions).
- 4.1.8 Compressors:
- 4.1.8.1 Dual compressors; minimum displacement 13 cubic inches (each).
- 4.1.8.2 Seltic brand, Model TM21, or approved equal.

- 4.1.8.3 To match performance standard specified above.
- 4.1.8.4 Compressor mount to be designed and supplied by the air conditioning or OEM manufacturer.

4.1.9 Electrical:

- 4.1.9.1 All wiring and electrical controls shall meet SAE J1292 and related specifications.
- 4.1.9.2 To include individual circuit protection for all motors.
- 4.1.9.3 All external components shall be waterproof and protected with anti-corrosion electrical spray.
- 4.1.9.4 Total system amperage shall be rated @ 13.5 volts DC.
- 4.1.9.5 Must be compatible with existing bus electrical system and components.
- 4.1.9.6 Wiring for the air conditioning system must be adequate to withstand the transient electrical loads encountered.
- 4.1.9.7 Circuits to be protected with fuses, breakers, and thermal relays.
- 4.1.9.8 All wiring to be adequately secured and protected from chafing.
- 4.1.9.9 All components shall be reasonably accessible for diagnosis, maintenance, and repair.

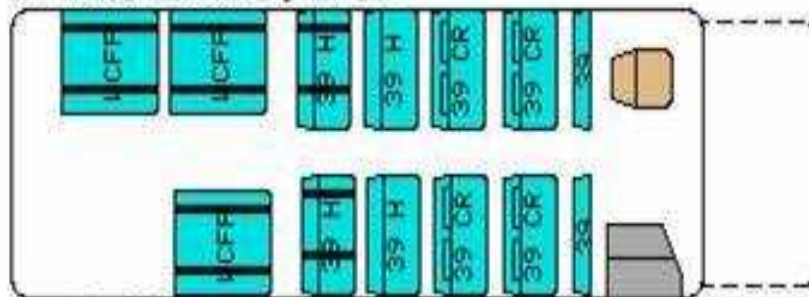
4.1.10 Warranty: Five (5) years with unlimited mileage; to cover fittings, installation-related failures, and all components and hardware (compressor, evaporator, condenser, housing, etc.). A written copy of the manufacturer's warranty shall be provided with the bid.

4.1.11 Manuals and service information:

- 4.1.11.1 Service and parts manual for the A/C unit shall be provided in print form or electronic at LEA discretion, quantity 3.
- 4.1.11.2 Internet access to manufacturer's service information database to be made available to LEA's at no additional cost (if applicable).
- 4.1.11.3 Internet access to above information is acceptable in lieu of the CD's requested, as long as such information is available.
- 4.1.11.4 Manufacturer shall provide in-service training at LEA location, covering component operation, troubleshooting procedures, and maintenance of the unit.
- 4.1.11.5 Manufacturer shall certify and authorize LEA personnel to perform on-site warranty work as required. LEA shall be reimbursed for all parts or components that are replaced under warranty at their locations(s)

Seat Plan # 18322
Capacity: 27

SP: 18322 BBCV 2311, 27 CAP



BP: 5008406 BBCV 2311 189 WB

 Print

RFP 20T2, SCHOOL BUSES - ELECTRIC

Bid Price

Base Bid - 64/66 Passenger School Bus - Type C, Electric

\$ _____

Options:

ABS Air Brake System

\$ _____

Tilt/Telescopic Steering Wheel

\$ _____

Tire Options - **List Tire Upcharge:**

\$ _____

Description - Make/Model/Size/Tread Design

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Air Conditioning

\$ _____

Adjustable Brake/Accelerator Pedals

\$ _____

Floor Mounted Hand Operated Parking Brake Control (Orschlen)

\$ _____

Ignition Keys - Additional (per set)

\$ _____

Aisle strip - one two inch "2" white rubber aisle strip 27" forward of the emergency door.

\$ _____

Air Compressor w/Air Dryer

\$ _____

Child Reminder System - Model CRS2A

\$ _____

Storage Compartment - 13"Hx15"Dx 25"W

\$ _____

Identification Letters (Additional) (per each)

\$ _____

Identification Numbers (Additional) (per each)

\$ _____

Interior/Modesty Panels - below both front barriers

\$ _____

Keybox - GE-Supra 2-key Permanent Key Box

\$ _____

Outside Storage/Luggage Compartment

\$ _____

Strobe Light - Flashing White - Roof Mounted

\$ _____

Driver Seat - High back, Air Suspension

\$ _____

Seating Configuration - Optional 3-2

\$ _____

Stop Arm - Octagon-shaped w/strobing LED lights - Air Operated

\$ _____

Crossing Arm - Air Operated

\$ _____

Sunshield - Roadside window above driver's sash assembly

\$ _____

Rear window wide angle lens

\$ _____

20-amp junction box

\$ _____

First Piece Inspection for LEA representative @ factory w/all expenses borne by vendor

\$ _____

Warranties

Chassis and Body	5 Year Option	\$ _____
	8 Year Option	\$ _____
	10 Year Option	\$ _____
ABS Brakes	5 Year Option	\$ _____
	8 Year Option	\$ _____
	10 Year Option	\$ _____
Other Major Components	5 Year Option	\$ _____
	8 Year Option	\$ _____
	10 Year Option	\$ _____

Parts and Service Manuals:

Diagnostic Software:

Engine	Price Per Copy	\$ _____
Transmission	Price Per Copy	\$ _____
Anti-Lock Brake	Price Per Copy	\$ _____
Body	Price Per Copy	\$ _____
Body Control Module	Price Per Copy	\$ _____

Repair Procedures Software:

Engine	Price Per Copy	\$ _____
Transmission	Price Per Copy	\$ _____
Anti-Lock Brake	Price Per Copy	\$ _____
Body	Price Per Copy	\$ _____

Internet Access to Data Base - Additional usernames \$ _____

Diagnostic Materials - Laptop Computer

\$ _____

Additional Options

Provide and Install Digital Camera System	\$ _____
Install buyer provided Digital Camera System	\$ _____
Install buyer provided emergency communications equipment	\$ _____
Provide and install GPS System	\$ _____

Miscellaneous

Provide a list of all available safety items that the manufacturer offers and their associated costs which are not included in these bid specifications

RFP 20T2, SCHOOL BUSES - ELECTRIC
SIGNATURE ACKNOWLEDGING PROPOSAL

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

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

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

COMPANY: _____

dba: _____

REGISTERED MARYLAND CONTRACTOR NUMBER: _____

FEDERAL IDENTIFICATION: _____ DATE: _____

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

NAME (please print): _____

SIGNATURE OF ABOVE: _____

TITLE: _____

ADDRESS: _____

TELEPHONE # _____ FAX # _____

E-MAIL ADDRESS (for correspondence): _____

E-MAIL ADDRESS (for receiving Purchase Orders): _____

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

ACKNOWLEDGMENT OF ADDENDA (if applicable)

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

Date Received by Proposer/Bidder:

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

RFP 20T2, School Buses - Electric	
Items	Vendor Detailed Proposed Specifications
Brake Type	
Is there an option of adding an additional electric vehicle charging port?	
Electric Propulsion System (Powertrain)	
Electric Drive Motor Manufacturer	
Electric Drive Motor Model	
Continuous Rated Output Power (kW)	
Peak Horsepower and associated ft. lb. torque	
Intermediate Horsepower and associated ft. lb. torque	
Continuous Horsepower and associated ft. lb. torque	
Electric Drivetrain	
Transmission or Gearbox Manufacturer	
Transmission or Gearbox Model	
Number of speeds or gears	
Battery	
Recommended Charger	
Charging acceptance rate (kW/h)	
Details on protection of battery module from impact or road debris damage	
Details on safety features associated with battery monitoring systems to prevent, detect, or mitigate thermal runaway	
Details on emergency battery isolation for first responders	
Listing / testing that has been performed on the batteries (ie UL2580, J2464, J2929)	
Battery Charger	
Current Type (AC or DC)	

Charging time (empty to full) for proposed battery and charger combination (hours)	
Battery Management System (BMS)	
Battery Management System (BMS) Manufacturer	
Battery Management System (BMS) Model	
Battery Management System (BMS) Type	
Energy Management System (EMS)	
Energy Management System (EMS) Manufacturer	
Energy Management System (EMS) Model	
Energy Management System (EMS) Type	

RFP 20T2, SCHOOL BUSES - ELECTRIC
FREDERICK COUNTY PUBLIC SCHOOLS

STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION

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

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

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

☐ required to be completed and notarized.

I, _____, being duly sworn, depose and state:

1. I am the _____ (officer) and duly authorized representative of the firm of
the organization named _____ whose address is
(Name of Corporation) _____ and that I

possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.

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

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

(you may attach an explanation if necessary)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.
5. I affirm that this proposal or bid to the Board of Education of Frederick County is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that if any bidder, or to secure an advantage against the Board of Education of Frederick County or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Frederick County may terminate any contract awarded and take any other appropriate action.

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

(Legal Name of Company)

(dba)

(Address)

(City)

(State)

(Zip)

(Telephone)

(Fax)

(Print Name)

(Title)

(Date)

(Signature)

(Title)

(Date)

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

() Corporation

() Partnership

() Individual

() Other

If required to be notarized:

(Witness)

(Title)

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

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CERTIFICATION OF COMPLIANCE

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

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

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

Signature _____ Date _____

Print name and title of
signatory _____

Print name of
company _____

Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with Frederick County Public Schools (FCPS) must complete and return the Vendor Conflict of Interest Disclosure Form, in order to be eligible to be awarded a contract with FCPS.

Please note that all vendors must comply with FCPS's conflict of interest certification, as stated below.

If a vendor has a relationship with a FCPS employee or an immediate family member (spouse, child (stepchild or adopted), parent, or sibling) of a FCPS 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 FCPS 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 FCPS 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 FCPS 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 FCPS employee to maintain a contract.
6. Vendor hereby declares that in the process of preparing a quote/bid/proposal for FCPS, there have been no acts of bribery, extortion, trading, laundering of corrupt practices, and/or nepotism have transpired between FCPS employee and the vendor.
7. Please note any other exceptions below.

Vendor Name & Email	Vendor Address & Phone Number
Conflict of Interest Disclosure	
Name of FCPS employee or immediate family member with whom there may be a potential conflict of interest. <i>If 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