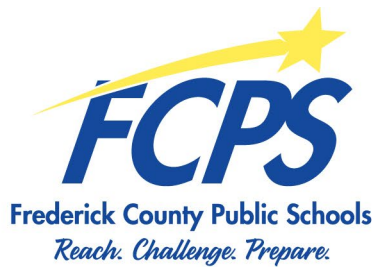


Purchasing Office
191 South East St
Frederick, Maryland 21701
301-644-5204 phone
301-644-5213 fax



Bill Meekins CPPB, CPPO, NIGP-CPP,
CSBO, CPCP, Purchasing Manager
Kim Miskell, CSBO, Assistant Purchasing
Manager
Roy McHaffa, CPP, CPDW, Purchasing Agent
David Guzman, Purchasing Agent

RFP NUMBER/NAME: RFP 24T2, School Buses

RFP ISSUE DATE: September 19, 2023

RFP CONTRACT MANAGER: David Guzman, Purchasing Agent David.guzman@fcps.org

RFP CONTRACT ADMINISTRATOR: Fred Punturiero, Director, Transportation fred.punturier@fcps.org

QUESTIONS: Questions due no later than 3:00 P.M., local time, on October 2, 2023. Submit questions in writing via OpenGov.

PRE-PROPOSAL DATE: 11:00 A.M., local time, September 28, 2023 (Attendance is encouraged, but not mandatory.)

LOCATION: Google Meet joining info:
Video call link: <https://meet.google.com/opi-axzn-ded>
Or dial: (US) +1 224-650-8706 PIN: 213 581 653#

OBTAINING BID DOCUMENTS: To view and/or download this solicitation package please visit our webpage at: <https://secure.procurenow.com/portal/fcps>. If you have problems downloading this bid or applicable addenda, contact: Staci Greeley at staci.greeley@fcps.org

BONDS REQUIRED: NO

MBE REQUIREMENTS: NO

PROPOSALS DUE: 11:00 A.M., local time, on October 11, 2023.

LOCATION: Proposals will be opened and publicly read utilizing Google Meet.
Google Meet joining info:
Video call link: <https://meet.google.com/pgy-iqne-kfm>
Or dial: (US) +1 224-572-8625 PIN: 166 094 823#

SEALED BID DELIVERED TO: FCPS is accepting electronic bid submissions through OpenGov Procurement. Bidders can create a FREE account with OpenGov Procurement by signing up at <http://secure.procurenow.com/signup>.

TENTATIVE AWARD DATE: BOE Work Session, scheduled on: November 8, 2023

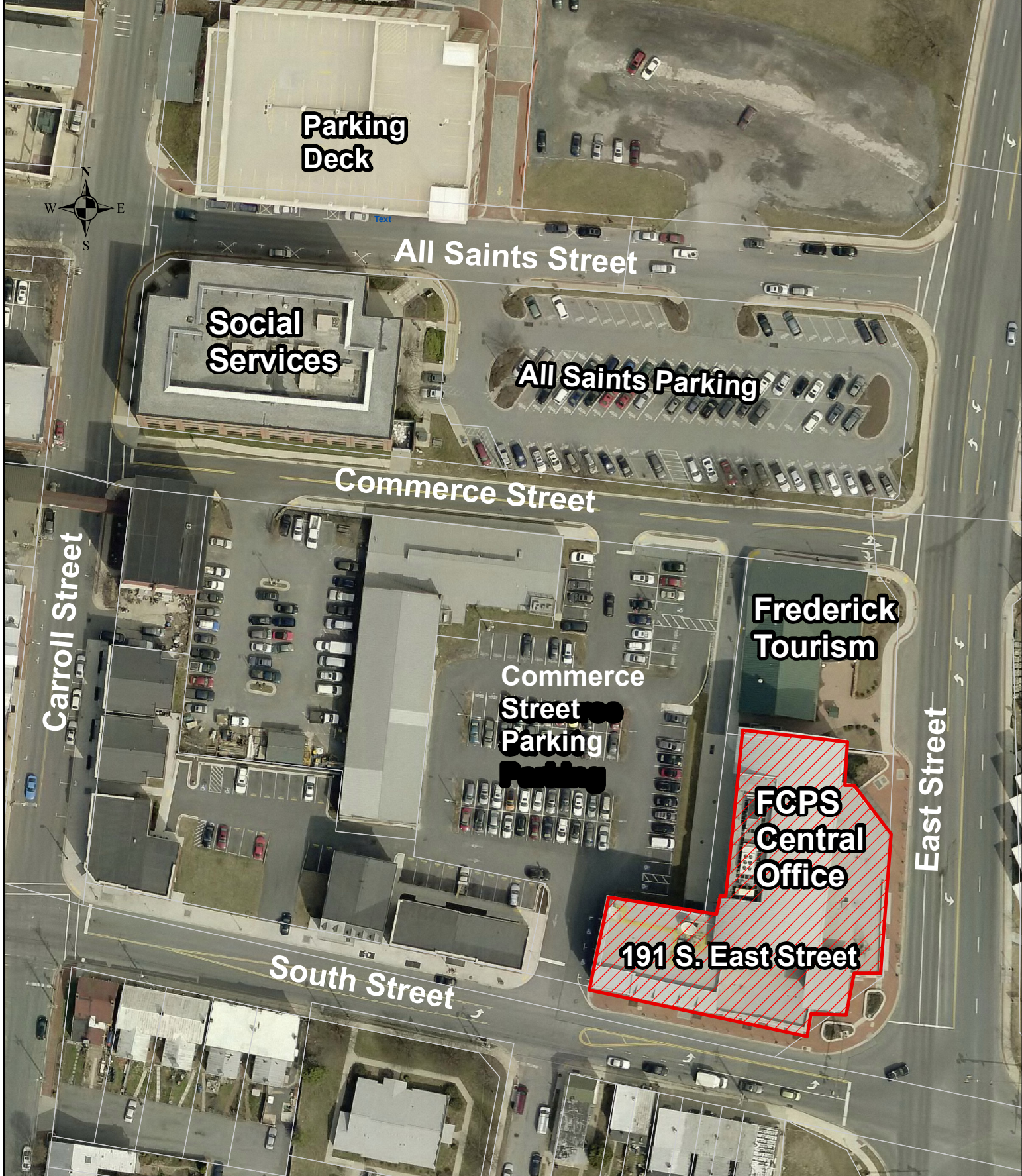
ELIGIBILITY TO BID: All Frederick County Public School vendors and or contractors interested in bidding on FCPS projects must register at eMaryland Marketplace Advantage www.procurement.maryland.gov. FCPS will no longer accept bidder's applications.

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Frederick County Public Schools 191 S. East Street



THE SCHOOL YEAR AT A GLANCE

2023

August 23 (Wednesday)	First Day of School
September 4 (Monday)	Schools* and Offices Closed
September 22 (Friday)	3 1/2-Hour Early Dismissal for Students
September 25 (Monday)	Schools* Closed
October 11 (Wednesday)	4-Hour Delayed Opening: Elementary and Middle Only (Parent-Teacher Conferences), No 1/2 Day Pre-K; High Schools Open on Time
October 12 (Thursday)	4-Hour Delayed Opening: Elementary and Middle Only (Parent-Teacher Conferences), No 1/2 Day Pre-K; High Schools Open on Time
October 13 (Friday)	3 1/2-Hour Early Dismissal: Elementary and Middle Only (Parent-Teacher Conferences), No 1/2 Day Pre-K; High Schools Open Full Day
October 20 (Friday)	Schools* Closed for Students
October 27 (Friday)	Schools* Closed for Students
November 22 (Wednesday)	Schools* and Offices Closed
November 23-24 (Thursday-Friday)	Schools** and Offices Closed
December 1 (Friday)	2-Hour Early Dismissal for Students
December 25-26 (Monday-Tuesday)	Schools** and Offices Closed
December 27-29 (Wednesday-Friday)	Schools** Closed

2024

January 1 (Monday)	Schools** and Offices Closed
January 15 (Monday)	Schools** and Offices Closed
January 16 (Tuesday)	Schools Closed*
January 17 (Wednesday)	Schools Closed*
February 16 (Friday)	2-Hour Early Dismissal for Students
February 19 (Monday)	Schools** and Offices Closed
March 22 (Friday)	Schools* Closed for Students
March 29 (Friday)	Schools** and Offices Closed
April 1 (Monday)	Schools** and Offices Closed
April 2-5 (Tuesday-Friday)	Schools* Closed for Students
May 2 (Thursday)	2-Hour Early Dismissal for Students
May 14 (Tuesday)	Schools** and Offices Closed
May 27 (Monday)	Schools** and Offices Closed
June 5*** (Wednesday)	2-Hour Early Dismissal/Last Day of School for Students

*BOE Determined

**State Mandated

***FCPS will make up days closed for inclement weather or other emergencies in the following sequence: June 6, 7, 10, 11 and 12. If no snow days are used, the last day for students is Wednesday, June 5. The June 2-hour early dismissal will occur on the last day of school for students. The school year will provide 180 days for students. Dates are subject to BOE revision.

Get Calendar Details:

www.fcps.org/calendar

Like us on Facebook: FCPS Maryland

Follow us on Twitter: @FCPSMaryland

Follow us on Instagram: @FCPSMaryland

Select FindOutFirst email calendar updates and emergency-closing announcements:

www.fcps.org/fof

See the Calendar Handbook months pages



FCPS Maryland



@FCPSMaryland



www.fcps.org/fof

DIRECTORY OF SCHOOLS

ELEMENTARY

1. **Ballenger Creek** ■ 240-236-2500
5250 Kingsbrook Drive
Frederick, MD 21703
Fax 240-236-2501
<https://edu.fcps.org/bces/>
2. **Blue Heron** ■▶● 240-566-0700
7100 Eaglehead Drive
New Market, MD 21774
Fax 240-566-0701
<https://edu.fcps.org/bhes/>
3. **Brunswick** ■ 240-236-2900
400 Central Avenue
Brunswick, MD 21716
Fax 240-236-2901
<https://edu.fcps.org/bes/>
4. **Butterfly Ridge** ■▶●◆★▲ 240-566-0300
601 Contender Way
Frederick, MD 21703
Fax 240-566-0301
<https://edu.fcps.org/bres/>
5. **Carroll Manor** ■▶● 240-236-3800
5624 Adamstown Road
Adamstown, MD 21710
Fax 240-236-3801
<https://edu.fcps.org/cmcs/>
6. **Centerville** ■▶● 240-566-0100
3601 Carriage Hill Drive
Frederick, MD 21704
Fax 240-566-0101
<https://edu.fcps.org/ces/>
7. **Deer Crossing** ■ 240-236-5900
10601 Finn Drive
New Market, MD 21774
Fax 240-236-5901
<https://edu.fcps.org/dces/>
8. **Emmitsburg** ■ 240-236-1750
300 South Seton Avenue
Emmitsburg, MD 21727
Fax 240-236-1751
<https://edu.fcps.org/ees/>
9. **Glade** ■▶● 240-236-2100
9525 Glade Road
Walkersville, MD 21793
Fax 240-236-2101
<https://edu.fcps.org/ges/>
10. **Green Valley** 240-236-3400
11501 Fingerboard Road
Monrovia, MD 21770
Fax 240-236-3401
<https://edu.fcps.org/gves/>
11. **Hillcrest** ■★▲ 240-236-3200
1285 Hillcrest Drive
Frederick, MD 21703
Fax 240-236-3201
<https://edu.fcps.org/hes/>
- B) Woodsboro** ■ 240-236-3700
Grades Pre-K–2
101 Liberty Road
Woodsboro, MD 21798
Fax 240-236-3701
<https://edu.fcps.org/woes/>
22. **North Frederick** ■▶◆★ 240-236-2000
1010 Fairview Avenue
Frederick, MD 21701
Fax 240-236-2001
<https://edu.fcps.org/nfes/>
23. **Oakdale** ■ 240-236-3300
5830 Oakdale School Road
Ijamsville, MD 21754
Fax 240-236-3301
<https://edu.fcps.org/oes/>
24. **Orchard Grove** ■ 240-236-2400
5898 Hannover Drive
Frederick, MD 21703
Fax 240-236-2401
<https://edu.fcps.org/oges/>
25. **Parkway** ■ 240-236-2600
300 Carroll Parkway
Frederick, MD 21701
Fax 240-236-2601
<https://edu.fcps.org/pes/>
26. **Spring Ridge** ■▶◆ 240-236-1600
9051 Ridgefield Drive
Frederick, MD 21701
Fax 240-236-1601
<https://edu.fcps.org/sres/>
27. **Sugarloaf** 240-566-0500
3400 Stone Barn Drive
Frederick, MD 21704
Fax 240-566-0501
<https://edu.fcps.org/sues/>
28. **Thurmont** 240-236-0900
Grades 3–5
805 East Main Street
Thurmont, MD 21788
Fax 240-236-0901
<https://edu.fcps.org/tes/>
29. **Thurmont Primary** ■ 240-236-2800
Grades Pre-K–2
7989 Rocky Ridge Road
Thurmont, MD 21788
Fax 240-236-2801
<https://edu.fcps.org/tps/>
30. **Tuscarora** ■ 240-566-0000
6321 Lambert Drive
Frederick, MD 21703
Fax 240-566-0001
<https://edu.fcps.org/tues/>

Middle (continued)

42. **Governor Thomas Johnson** 240-236-4900
1799 Schifferstadt Boulevard
Frederick, MD 21701
Fax 240-236-4901
<https://edu.fcps.org/gtjms/>
43. **Middletown** 240-236-4200
100 Martha Mason Street
Middletown, MD 21769
Fax 240-236-4250
<https://edu.fcps.org/mms/>
44. **Monocacy** ★ 240-236-4700
8009 Opossumtown Pike
Frederick, MD 21702
Fax 240-236-4701
<https://edu.fcps.org/gtjhs/>
45. **New Market** 240-236-4600
125 West Main Street
New Market, MD 21774
Fax 240-236-4650
<https://edu.fcps.org/nmms/>
46. **Oakdale** 240-236-5500
5810 Oakdale School Road
Ijamsville, MD 21754
Fax 240-236-5501
<https://edu.fcps.org/oms/>
47. **Thurmont** 240-236-5100
408 East Main Street
Thurmont, MD 21788
Fax 240-236-5101
<https://edu.fcps.org/tms/>
48. **Urbana** 240-566-9200
3511 Pontius Court
Ijamsville, MD 21754
Fax 240-566-9201
<https://edu.fcps.org/ums/>
49. **Walkersville** 240-236-4400
55 West Frederick Street
Walkersville, MD 21793
Fax 240-236-4401
<https://edu.fcps.org/wms/>
50. **West Frederick** ★ 240-236-4000
515 West Patrick Street
Frederick, MD 21701
Fax 240-236-4050
<https://edu.fcps.org/wfms/>
51. **Windsor Knolls** 240-236-5000
11150 Windsor Road
Ijamsville, MD 21754
Fax 240-236-5001
<https://edu.fcps.org/wkms/>
52. **Brunswick** 240-236-8600
101 Cummings Drive
Brunswick, MD 21716
Fax 240-236-8601
<https://edu.fcps.org/bhs/>

HIGH

53. **Catoctin** 240-236-8100
14745 Sabillasville Road
Thurmont, MD 21788
Fax 240-236-8101
<https://edu.fcps.org/chs/>
54. **Frederick** 240-236-7000
650 Carroll Parkway
Frederick, MD 21701
Fax 240-236-7015
<https://edu.fcps.org/fhs/>
55. **Governor Thomas Johnson** 240-236-8200
1501 North Market Street
Frederick, MD 21701
Fax 240-236-8201
<https://edu.fcps.org/gtjhs/>
56. **Linganore** 240-566-9700
12013 Old Annapolis Road
Frederick, MD 21701
Fax 240-566-9701
<https://edu.fcps.org/lhs/>
57. **Middletown** 240-236-7400
200 Schoolhouse Drive
Middletown, MD 21769
Fax 240-236-7450
<https://edu.fcps.org/mhs/>
58. **Oakdale** 240-566-9400
5850 Eaglehead Drive
Ijamsville, MD 21754
Fax 240-566-9401
<https://education.fcps.org/ohs/>
59. **Tuscarora** 240-236-6400
5312 Ballenger Creek Pike
Frederick, MD 21703
Fax 240-236-6401
<https://edu.fcps.org/th/>
60. **Urbana** 240-236-7600
3471 Campus Drive
Ijamsville, MD 21754
Fax 240-236-7601
<https://edu.fcps.org/uhs/>
61. **Walkersville** 240-236-7200
81 West Frederick Street
Walkersville, MD 21793
Fax 240-236-7250
<https://edu.fcps.org/whs/>
62. **Career and Technology Center** 240-236-8500
7922 Opossumtown Pike
Frederick, MD 21702
Fax 240-236-8501
<https://edu.fcps.org/ctc/>
63. **Carroll Creek Montessori Public Charter School** 240-566-0600
7215 Corporate Court
Frederick, MD 21703
Fax 240-566-0601
<https://carrollcreekmontessori.org/>
64. **FCPS Remote Virtual Program**
c/o Deer Crossing ES
10601 Finn Drive
New Market, MD 21774
Elementary/Middle 240-236-8970
Fax 240-236-8971
<https://edu.fcps.org/emsvrp/>
High 240-236-8450
c/o GTJMS
1799 Schifferstadt Boulevard
Frederick, MD 21701
Fax 240-236-8451
<https://edu.fcps.org/hsrvp/>
65. **Frederick Classical Charter School** 240-236-1200
8445 Spires Way, Suite CC
Frederick, MD 21701
Fax 240-236-1201
<https://frederickclassicalcharterschool.org/>
66. **Frederick County Virtual School** 240-236-8450
c/o GTJMS
1799 Schifferstadt Boulevard
Room 116
Frederick, MD 21701
Fax 240-236-8451
<https://edu.fcps.org/fcv/>
67. **Heather Ridge School** 240-236-8000
1445 Taney Avenue
Frederick, MD 21702
Fax 240-236-8001
<https://edu.fcps.org/hrs/>
68. **Monocacy Valley Montessori Public Charter School** 240-236-6100
64 Thomas Johnson Drive
Frederick, MD 21702
Fax 240-236-6101
<https://mvmpcs.org/>
69. **Rock Creek School** 240-236-8700
55B West Frederick Street
Walkersville, MD 21793
Fax 240-236-8701
<https://edu.fcps.org/rcs/>
70. **Sabillasville Environmental Charter School** 240-236-6000
16210-B Sabillasville Road
Sabillasville, MD 21780
Fax 240-236-6001
<https://edu.fcps.org/ses/>

SPECIALIZED SCHOOLS & PROGRAMS

- | | |
|---|--|
| 12. Kemptown ■●● 240-236-3500
3456 Kemptown Church Road
Monrovia, MD 21770
Fax 240-236-3501
https://edu.fcps.org/kes/ | 31. Twin Ridge ■●● 240-236-2300
1106 Leafy Hollow Circle
Mt. Airy, MD 21771
Fax 240-236-2301
https://edu.fcps.org/tres/ |
| 13. Lewistown ■●● 240-236-3750
11119 Hessong Bridge Road
Thurmont, MD 21788
Fax 240-236-3751
https://edu.fcps.org/les/ | 32. Urbana ■●● 240-236-2200
3554 Urbana Pike
Frederick, MD 21704
Fax 240-236-2201
https://edu.fcps.org/ues/ |
| 14. Liberty ■ 240-236-1800
11820 Liberty Road
Frederick, MD 21701
Fax 240-236-1801
https://edu.fcps.org/libes/ | 33. Valley ■ 240-236-3000
3519 Jefferson Pike
Jefferson, MD 21755
Fax 240-236-3001
https://edu.fcps.org/vses/ |
| 15. Lincoln ■★▲ 240-236-2650
200 Madison Street
Frederick, MD 21701
Fax 240-236-2651
https://edu.fcps.org/lnes/ | 34. Walkersville ■ 240-236-1000
83 West Frederick Street
Walkersville, MD 21793
Fax 240-236-1050
https://edu.fcps.org/wes/ |
| 16. Middletown 240-236-1100
Grades 3-5
201 East Green Street
Middletown, MD 21769
Fax 240-236-1150
https://edu.fcps.org/mes/ | 35. Waverley ■★▲ 240-236-3900
201 Waverley Drive
Frederick, MD 21702
Fax 240-236-3901
https://edu.fcps.org/waves/ |
| 17. Middletown Primary ■●● 240-566-0200
Grades Pre-K-2
403 Franklin Street
Middletown, MD 21769
Fax 240-566-0201
https://edu.fcps.org/mps/ | 36. Whittier ■●● 240-236-3100
2400 Whittier Drive
Frederick, MD 21702
Fax 240-236-3101
https://edu.fcps.org/whes/ |
| 18. Monocacy ★▲ 240-236-1400
7421 Hayward Road
Frederick, MD 21702
Fax 240-236-1401
https://edu.fcps.org/moes/ | 37. Wolfsville ■ 240-236-2250
12520 Wolfsville Road
Myersville, MD 21773
Fax 240-236-2251
https://edu.fcps.org/wfes/ |
| 19. Myersville 240-236-1900
429 Main Street
Myersville, MD 21773
Fax 240-236-1901
https://edu.fcps.org/myes/ | 38. Yellow Springs ■ 240-236-1700
8717 Yellow Springs Road
Frederick, MD 21702
Fax 240-236-1701
https://edu.fcps.org/yfes/ |
| 20. New Market ■ 240-236-1300
93 West Main Street
New Market, MD 21774
Fax 240-236-1301
https://edu.fcps.org/nmes/ | 39. Ballenger Creek 240-236-5700
5525 Ballenger Creek Pike
Frederick, MD 21703
Fax 240-236-5701
https://edu.fcps.org/bcems/ |
| 21. New Midway-Woodsboro A) New Midway 240-236-1500
Grades 3-5
12226 Woodsboro Pike
Keymar, MD 21757
Fax 240-236-1501
https://edu.fcps.org/woes/ | 40. Brunswick 240-236-5400
301 Cummings Drive
Brunswick, MD 21716
Fax 240-236-5401
https://edu.fcps.org/bms/ |
| | 41. Crestwood 240-566-9000
7100 Foxcroft Drive
Frederick, MD 21703
Fax 240-566-9001
https://edu.fcps.org/cms/ |

MIDDLE



KEY

- Gen Ed 4-year-old Full Day Pre-K
- ▶ Inclusive Program 3-year-old Half Day Pre-K
- Inclusive Program 4-year-old Full Day Pre-K
- ◆ Self Contained Special Education Full Day Pre-K
- ★ STAR Schools
- ▲ Judy Center Schools

**FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)
GENERAL TERMS AND CONDITIONS
SECTION I**

1. BIDDER REGISTRATION

- a. All Frederick County Public School (FCPS) suppliers and or contractors interested in bidding on FCPS projects must register on eMaryland Marketplace Advantage <https://emma.maryland.gov> FCPS will no longer accept bidder's applications.
- b. Contractors are required to register with eMaryland Marketplace Advantage <https://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.

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 suppliers 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. 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 addendum.

- b. 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.
- c. Bidder must submit their proposals online via OpenGov Procurement (<https://procurement.opengov.com/portal/fcps>).
- d. Each bid shall 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.
- e. The following items must be included in submission:
 - i. Proposal pages completely and accurately filled out:
 - Verify all mathematical calculations.
 - Strike through errors, initial and make correction.
 - Initial corrections.
 - 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. Conflict of Interest Form completed and signed.
 - vi. Proprietary Information Form completed and signed
 - vii. W-9 (This is the company information that will be entered in the FCPS supplier database).
 - viii. Certificate of Insurance (if applicable).
- f. 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.
- g. 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.
- h. Bids by corporations must be signed with the name of the corporation, which must match the information on the submitted W-9, 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.
- i. Failure to sign the bid document will result in rejection of the bid as non-responsive.
- j. FCPS will not be responsible for any costs incurred by a bidder in preparing and submitting a proposal in response to this solicitation.
- k. 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 supplier's business.

4. BID PRICING

- a. Prices quoted shall not exceed the prices established under any governmental price control regulations.
- b. All proposals submitted shall be irrevocable for a period of 90 days following the proposal due date, and FCPS has within that time period after due date to accept the proposal. FCPS reserves the right to reject any offer that specifies less than 90 days of acceptance time. Upon mutual agreement between FCPS and the contractor, the acceptance time may be extended. Proposals may not be withdrawn during this period.
- c. 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.
- d. If the contract includes equipment, all prices must be FOB-Destination (inside delivery), unless specifically authorized in Section II – FCPS Specific Terms and Conditions.
- 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. 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.
- k. Unit Prices must be rounded off to no more than two decimal places unless so specified in Section II – FCPS Specific Terms and Conditions.
- l. 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.

5. 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.

6. ADDENDUM

- a. All changes to the bid solicitation will be made through appropriate addendum issued from the Purchasing Department.
- b. Addendum will be available on the FCPS Purchasing Department webpage. All suppliers who are known by the Purchasing Department to have downloaded the bid documents will receive an email notification.
- c. Addendum will be issued a minimum of four days prior to the bid opening date, unless the addendum issued extends the due date. (verified with COMAR, which states addendums within a "reasonable" time)
- d. Each bidder shall ascertain, prior to submitting a bid that they have received all addendum issued and the bidder shall acknowledge receipt on the Signature Acknowledgement Form. Failure of any bidder to acknowledge the receipt of addendum will not relieve that bidder from any obligations under this solicitation as amended by addendum. All addendum so issued will become a part of the award and contract documents.

7. RECEIPT OF BIDS

- a. Bids are to be uploaded to OpenGov Procurement, the online sourcing website utilized by FCPS. Submissions may be uploaded at any time prior to the bid due date and time. Bidders may modify their bid submissions up until the bid due date and time.
- b. Bids uploaded after the designated date and/or time will not be accepted. It is the responsibility of the supplier to ensure that submittals are uploaded on time.
- c. 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. The bid submission date will not change based on inclement weather, unless changed by an addendum. Often when schools are closed due to inclement weather, administrative offices remain open. When in doubt, refer to Section 2(e) for closing and delays.

8. OPENING OF BIDS

- a. Sealed bids will be publicly opened at the date and time indicated on the solicitation cover sheet.
- b. All bids received must be signed by a person legally authorized to sign the company into a contract. Bids will be submitted on-line via OpenGov Procurement. (<https://secure.procurenow.com/portal/fcps>).
- c. 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.

- d. 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.
- e. 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.

9. 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 – FCPS Specific Terms and Conditions. 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. 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.
- c. 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.
- d. 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.
- e. The detailed literature is to be arranged and labeled according to item number referenced on the solicitation document.
- f. 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.
- g. 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.
- h. 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."
- i. 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.
- j. 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 suppliers.

10. SAMPLES

- a. Samples will 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 suppliers. Samples not removed within this two-week period shall be retained, or disposed of, at the discretion FCPS, and without compensation to the bidder.

11. GUARANTEES AND WARRANTIES

- a. The awarded supplier(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 – FCPS Specific Terms and Conditions.
- b. If, within the guarantee period, any defects or signs of deterioration are noted, the awarded supplier(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 supplier(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 supplier(s).

12. 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 – FCPS Specific Terms and Conditions, 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.

13. 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, addendum, 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 – FCPS Specific Terms and Conditions, 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 supplier(s). Changes may not significantly alter the original scope of the agreement.

14. PROTESTS

- a. The Purchasing Manager 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 supplier'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 \$50,000 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.

15. 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 supplier. This decision shall be final and conclusive unless, within 30 days, the supplier 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 supplier will be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute, the supplier 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.

16. CONTRACT ASSIGNMENT

- a. The awarded supplier(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 supplier(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 supplier(s).
- d. The awarded supplier(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 supplier(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.

17. 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 supplier 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 supplier.
- c. The cost of termination may be paid from any appropriation available for that purpose.

18. HOLD HARMLESS

It is understood that the awarded supplier 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.

19. TERMINATION FOR DEFAULT

- a. When an awarded supplier 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 supplier terminate the whole or any part of the contract in any of the following circumstances:
 - i. If the supplier fails to perform the services or provide the products within the time and manner specific herein or any extension thereof, or:
 - ii. If the supplier 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 supplier 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 supplier 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 supplier 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.

20. 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 supplier(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 supplier does not have a right to unilateral termination for convenience.

21. GOVERNING LAW AND VENUE

- a. The supplier will comply with all Federal, State, and local laws, ordinances and regulations pertaining to work under their charge. If the supplier 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 suppliers and subcontractors must abide by the Board of Education of Frederick County policies and FCPS regulations while working on school property.
- c. The supplier 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.

- d. 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.

22. 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 supplier(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 supplier(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 supplier'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 supplier and the public agency.
- d. Each participating jurisdiction or agency shall enter into its own contract with the awarded supplier(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 supplier(s). The Lead Agency does not assume any responsibility other than to obtain pricing for the specifications provided.

23. PACKAGING AND DELIVERY REQUIREMENTS

- a. All materials must be securely packed in accordance with accepted trade practices.
- b. A packing list will be included in each shipment. This list shall contain the following information: Purchase Order Number, Supplier 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.
- c. All materials, supplies and equipment for FCPS shall be delivered F.O.B Destination. Unless otherwise noted in Section II – FCPS Specific Terms and Conditions, all items shall be delivered inside the office, school, or warehouse.
- d. Special delivery and handling instructions will be defined in Section II – FCPS Specific Terms and Conditions, of each bid.
- e. All school deliveries shall be made during the hours of 9:00 A.M. and 2:00 P.M. local time and only on regular school days, see School Calendar Closings enclosed, except where modified in Section II

– FCPS Specific Terms and Conditions.

- f. All warehouse deliveries shall be made during the hours of 9:00 A.M. to 2:30 P.M. on all regular scheduled school days, see School Calendar Closings enclosed, except where modified in Section II – FCPS Specific Terms and Conditions.
- g. Bulk materials, delivered to the Warehouse, are to be delivered on skids, or pallets, to the Warehouse receiving platform.
- h. No help for unloading will be provided. Suppliers shall notify their delivery personnel accordingly.
- i. The awarded supplier(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.
- j. The supplier will be required to furnish proof of signed delivery in every instance. Delivery receipts indicating only the number and weight of cartons received will not constitute "proof" of delivery in the event of a dispute. FCPS will not accept responsibility for deliveries that have not been signed for by an FCPS employee.

24. 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 including the dates worked
 - 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.
- d. Invoices to be submitted once commodities have been received and/or services have been rendered.

25. COMPLIANCE WITH SPECIFICATIONS

- a. The awarded supplier(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 supplier(s) will contact the Contract Administrator and the Contract Manager for a decision before proceeding with any work.

26. FAILURE TO PERFORM/DELIVER

- a. If the awarded supplier(s) fails to provide the services, equipment, or other items required within the prescribed time limits, or established delivery schedule, the Contract Manager may elect to obtain services, equipment, or other items necessary from an alternate source.
- b. The awarded supplier(s) will pay any additional cost(s) incurred by FCPS for obtaining replacement services, equipment, and other necessary items.
- c. FCPS shall have the unilateral right of alternate source selection to perform the work when the awarded supplier(s) does not perform the required work.
- d. In addition to, or in lieu of, paying for any incurred replacement costs(s), the awarded supplier(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.
- e. The assessment of liquidated damages by FCPS against the awarded supplier(s) does not supersede or affect the right of FCPS to impose other remedies that may be available.

27. SAFETY REQUIREMENTS

- 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.
- b. When applicable, kitchen equipment and supplies must meet Maryland State Health Department, National Sanitation Foundation (NSF) and Frederick County Health Department requirements.
- c. All construction activities must be conducted in strict compliance with OSHA/MOSHA requirements.
- d. Equipment offered which fails to comply with any applicable section of the National Electrical Code, or is not U.L. Listed (where U.L. Listings have been established for that type of device) shall be rejected.
- e. The awarded supplier(s) shall submit Safety Data Sheets (SDS) for all items awarded to that supplier provided under the terms of this proposal, if applicable.
- f. The awarded supplier(s) and subcontractor(s) are required to comply with all provisions of the Access to Information about Hazardous and Toxic Substances Act, a part of the Maryland Occupational Safety and Health Law.
- g. The awarded supplier(s) is responsible to report to FCPS any asbestos material or suspected

material found or uncovered that is not part of the scope of the project. In addition, they may not introduce new asbestos or asbestos bearing materials into the site.

- h. It is the responsibility of the awarded supplier(s) to comply with all Municipal, State, and Federal EPA regulations and laws when handling or disposing of asbestos materials.
- i. If the awarded supplier(s) intentionally endangers or jeopardizes the health of any building/school occupant(s) through mishandling of hazardous material, the supplier(s) will be held liable for such action.

28. PATENTS

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

29. TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS

- a. 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, and the most recent revision of WCAG Standards at level AA, for accessibility by students and staff, 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.
- b. Any request for bids, proposals or procurement contracts that pertain to digital tools shall require the bidder to submit an Accessibility Conformance Report that includes a Voluntary Product Accessibility Template. The instructions to do so, and the required forms can be found at the General Services Administration (GSA) Section 508 website at <https://www.section508.gov/sell/how-to-create-acr-with-vpat/>.

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

a. Registered Sex Offenders

Individuals who are registered sex offenders are not eligible to work on any FCPS' property. Section 11-722 of the Criminal Procedure Article, Annotated Code of Maryland states, "a person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant." A supplier violating this Law is guilty of a misdemeanor and may be subject to imprisonment not exceeding five years or a fine not exceeding \$5,000, or both.

It is the responsibility of each awarded supplier to screen their workforce to ensure that a Registered Sex Offender is not assigned to perform work at any FCPS school or project. The term workforce includes direct employees, subcontractors, and material and equipment suppliers the awarded supplier will use to perform the work.

b. Other Crimes

An awarded supplier(s), or subcontractors), 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:

- i. 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; or
 - ii. Child sexual abuse under §3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under §3-602 of the Criminal Law Article if committed in the State; or
 - iii. 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.
- c. Violation of any of these provisions may result in immediate Termination for Cause.

31. CRIMINAL BACKGROUND CHECKS

- a. 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. The criminal background check includes both fingerprinting and disclosure forms and will be completed by the FCPS Human Resources Department by appointment only.
- b. In the event a provider is unable to be fingerprinted by the FCPS Human Resources Department due to distance (living more than 200 miles from FCPS located at 191 South East Street, Frederick, MD) or any other mutually agreeable reason, then the following alternative fingerprinting and disclosure process will be followed:
 1. A contract service provider must request via email a paper fingerprint card from the FCPS Human Resources Department for manual fingerprinting by the contract service provider's local law enforcement.
 2. The contract service provider must be fingerprinted under the Adam Walsh Act background transaction (commonly referred to as the Child Care background check).
 3. The FCPS Human Resources Department will mail a paper fingerprint card to the mailing address provided by the requesting contract service provider.
 4. Upon being fingerprinted, the contract service provider will return the completed fingerprint card via mail to the FCPS Human Resources Department.
 5. The FCPS Human Resources Department will independently submit the contracted service provider's fingerprint card to the state's Criminal Justice Information System (CJIS) for state and federal criminal background check processing.
 6. The FCPS Human Resources Department will receive the state and federal background check results and maintain a copy.
 7. In the event the FCPS Human Resources Department receives a criminal background check which requires explanation by the contract service provider, the FCPS Human Resources Department will hold a conference (either by phone or virtually) directly with the contracted service provider to determine if the individual would be detrimental to the safety of children

and staff and/or if the nature of the crime is such that business operations would be at risk.

8. In the event the FCPS Human Resources Department deems a contract service provider's criminal background check to be unacceptable, the FCPS Human Resources Department will notify the contract service provider in writing of ineligibility to have regular, direct, and unsupervised access to FCPS students. The awarded supplier(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.

The fingerprinting and background process may change based upon direction from CJIS. If required, an awarded supplier(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 – FCPS Specific Terms and Conditions

- c. In addition, 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. For additional information, visit:
 - [Maryland State Department of Education Website](#);
 - [House Bill 486 Child Sexual Abuse and Sexual Misconduct Prevention](#);
 - [MSDE Guidelines For MD. Code, Educ. 6113.2](#);
 - [Employment History Review Form for Child Abuse and Sexual Misconduct](#)

32. DRUG, ALCOHOL, AND TOBACCO-FREE WORKPLACE

- a. All awarded suppliers and subcontractors must abide by Board Policy 112 while working on any FCPS property at all times.
- a. 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.
- b. Maryland State Law (COMAR 13A.02.04) provides that each local school system is required to maintain a tobacco-free school environment.

33. 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 supplier(s) whose employees violate this clause may be subject to the termination of the contact for cause.

34. FOREIGN LANGUAGE TRANSLATOR REQUIREMENT

- a. An awarded supplier(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 supplier(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.

35. 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 supplier(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.

36. STUDENT/STAFF CONFIDENTIALITY

- a. The Contractor shall comply with all federal, state, and county laws and regulations applicable to the Contract regarding data collection, privacy, and security, including but not limited to the requirements of the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations (34 C.F.R. part 99), the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. § 6501-6505, and its implementing regulations (16 C.F.R. § 312, et seq.), the Protection of Pupil Rights Amendment, (PPRA) 20 U.S.C, § 1232(h) and its implementing regulations (34 C.F.R. § 98.1 et seq.), the Maryland Student Privacy Act of 2015, Md. Ed. Code Ann., §4-131, Code of Maryland Regulations (COMAR) 13A.08, as well as applicable Board of Education policies and FCPS regulations, including, but not limited to, FCPS Regulation 200-32, Data Security, and FCPS Regulation 400-20, Student Records.
- b. Questionnaires, survey instruments, or any other form of data collection from FCPS students, staff, parents/guardians or others pursuant to the Contract or otherwise must be reviewed and approved by FCPS.
- c. Access to Confidential Information
 - 1) To assist the Contractor in its work under the Contract, FCPS may disclose to the Contractor, either in writing or orally, records or information which FCPS deems to be proprietary and/or confidential (hereinafter, "Confidential Information"). For purposes of the Contract, Confidential Information is any information or data labeled or identified as confidential in the Contract or at the time of disclosure. This definition and the obligations of this article shall not extend to any information that: (i) the Contractor possesses prior to acquiring it from FCPS; (ii) becomes available to the public or trade through no violation by the Contractor; or (iii) is developed by the Contractor independently of and without reliance on confidential or proprietary information provided by FCPS.
 - 2) Confidential Information also includes any and all "Personally Identifiable Information" regarding FCPS students, parents/guardians, employees, or others in any medium, including but not limited to any user-generated content that FCPS students, parents/guardians, employees, or others ("FCPS Users") input to access or use the Contractor's deliverables, products, and/or services (e.g., log-in information or responses to assessment questions), as well as "Metadata." Metadata includes but is not limited to: information about how long a FCPS User took to perform a task; information about how long a FCPS User's mouse hovered over an item; keystroke data; location data; or other data about the FCPS User's use of the Contractor's deliverables, products, and/or services that has not been stripped of all direct and indirect identifiers. With respect to FCPS students, Personally Identifiable Information, as defined under

applicable law, includes:

- a. A student's name;
 - b. The name of the student's parent/guardian or other family members;
 - c. The address of the student or student's family;
 - d. A personal identifier, such as the student's social security number, student number, or biometric record;
 - e. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name;
 - f. Other information (including but not limited to Metadata) that, alone or in combination, is linked or linkable to a specific student or family that would allow a reasonable person in the FCPS community, who does not have personal knowledge of the relevant circumstances, to identify the student or family with reasonable certainty; or
 - g. Information requested by a person, who is not an authorized representative of the educational agency and who FCPS and/or the Contractor reasonably believes knows the identity of the student to whom the education record relates.
- 3) Confidential Information shall be maintained in confidence during the Contract and thereafter, except to the extent that it is required to be either disclosed or protected from disclosure by law, regulation or judicial or administrative process. The Contractor shall use the Confidential Information solely for the purposes of the Contract. The Contractor shall protect the Confidential Information from any Data Security Breach (as defined below), loss, theft, or disclosure using a commercially reasonable care commensurate with the sensitivity of the Confidential Information that in no circumstances is less than the degree of care that the Contractor uses to protect its own confidential information. The Contractor agrees to assist FCPS in maintaining the privacy of Confidential Information as may be required by all federal, state, and county laws and regulations applicable to the Contract including but not limited to the requirements listed above.
 - 4) The Contractor shall not permit unauthorized access to the Confidential Information to any individual or entity at any time or provide Confidential Information to any person, party, or organization ineligible or prohibited from receiving such information pursuant to any federal, state, and county laws and regulations applicable to the Contract including but not limited to the requirements listed above.
 - 5) In the event that the Contractor is required by law, regulation, or judicial or administrative process to disclose any Confidential Information, the Contractor will promptly notify FCPS in writing, if permitted by law, prior to making any such disclosure in order to facilitate FCPS' seeking of a protective order or other appropriate remedy from the appropriate body. Should the proprietary or confidential status of any such information be disputed, the Parties agree to work in good faith to reach a mutually satisfactory disposition.
 - 6) To the extent that Confidential Information includes Personally Identifiable Information regarding FCPS Users, FCPS may require additional data sharing protocols, as agreed in writing by the Parties, prior to its disclosure to the Contractor. The Contractor also agrees to comply with the re-disclosure limitations set forth in FERPA, including in 34 C.F.R. § 99.33, and shall not authorize access to Confidential Information to any of its employees, agents, affiliates, and

subcontractors, or to any auditor, unless such employee, agent, affiliate, subcontractor, or auditor (i) requires such access in order to allow the Contractor to provide the deliverables, products, and/or services set forth in the Contract or to fulfill the Contractor's obligations under the Contract; and (ii) has signed a non-disclosure agreement no less restrictive than the terms of the Contract that will (a) prohibit the such individual or entity from using any Confidential Information for any purpose other than providing the contracted service to, or on behalf of the Contractor; (b) prohibit the individual or entity from disclosing any Confidential Information provided by the Contractor to third parties; (c) require the individual or entity to implement and maintain strict security procedures and practices that, at a minimum, comply with industry standards for data security; and (d) require the individual or entity to promptly notify the Contractor if the individual or entity becomes aware of any unlawful access to any Confidential Information stored on its equipment or facilities resulting in loss, disclosure, or alteration of Confidential Information. Such non-disclosure agreements shall be made available for inspection, upon demand, to FCPS. The Contractor agrees to remind (in writing) individuals or entities who cease working with the Contractor of their non-disclosure obligations at the time of departure, and to terminate the network access of such individuals or entities at the time of separation.

- 7) Notwithstanding any other provision of the Contract, FCPS and/or FCPS Users, as appropriate, retain all right, title, and interest in and to the Confidential Information provided by FCPS and/or FCPS Users. Neither the Contractor, nor any successor or entity to which the Contractor's assets are sold, acquires rights in the Confidential Information, other than the rights FCPS grants to the Contractor to perform the work contemplated in the Contract. If the Contractor becomes subject to dissolution or insolvency, FCPS' and FCPS Users' Confidential Information will not be considered an asset or property of the Contractor. FCPS reserves the right to demand the prompt return of any Confidential Information at any time and for any reason whatsoever. The disclosure of Confidential Information to the Contractor shall not be construed as a grant of any right or license with respect to the information other than for the purposes set forth in the Contract.

d. Use of Confidential Information

- 1) The Contractor shall collect, use, and store only such Confidential Information that is necessary in connection with the Contractor's obligations under the Contract.
- 2) The Contractor may collect and use aggregated de-identified Confidential Information to provide the deliverables, products, and/or services set forth in the Contract, for the Contractor's lawful quality assurance, and for no other purpose; provided, however, that all direct and indirect personal identifiers are permanently removed and there is no reasonable basis to believe that the remaining information in the records can be used to successfully link the de-identified information to an identifiable individual or to FCPS. Furthermore, the Contractor agrees not to: (i) attempt to re-identify de-identified Confidential Information; and/or (ii) transfer de-identified Confidential Information to any party unless that party agrees not to attempt to re-identify the de-identified Confidential Information and unless FCPS has provided written express consent of the transfer.
- 3) Neither the Contractor nor any of its employees, agents, affiliates, and subcontractors shall: (i) engage in targeted advertising to FCPS Users; (ii) engage in targeted advertising when the targeting of the advertising is based on Confidential Information; (iii) use Confidential Information to amass a profile about a FCPS User, except in connection with the Contractor's performance of its obligations under the Contract; (iv) sell Confidential Information; or (v) share with any individual or entity outside FCPS, without prior review and approval from FCPS, any report, data, or research findings that are based on Confidential Information or the

use by FCPS or FCPS Users of the Contractor's deliverables, products and/or services and that could be linked to an identifiable FCPS User, stakeholder, school, or the district.

- 4) The Contractor acknowledges that there are no user agreements (whether electronic, click-through, verbal or in writing) in existence or contemplated between the Contractor and any FCPS Users in connection with their access and use of the Contractor's deliverables, products, or services, and this Contract shall supersede any user agreements that may be adopted during the term of the Contract.

e. Security of Confidential Information

- 1) The Contractor shall implement and maintain a comprehensive data-security program in accordance with commercial best practices for the protection of Confidential Information, whether the Confidential Information is stored electronically and/or in hard copy. Such data-security program shall include, but is not limited to, the following:
 - a. Security policies for the Contractor's employees, agents, affiliates, and subcontractors related to the storage, access, retention, transportation, and disposition of data containing Confidential Information;
 - b. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - c. Secure access controls to Confidential Information, including but not limited to passwords;
 - d. Procedures for data recovery, incident response and processes, and business continuity processes and procedures;
 - e. Encryption of Confidential Information in accordance with industry standard encryption when it is stored or transmitted electronically;
 - f. Protocols for regular backups that include retention of backup copies for such period of time as may be required by FCPS, or by federal, state, and county laws and regulations;
 - g. Audit logs of its system on a secured server with restricted access to prevent tampering or altering of audit data; and
 - h. A process for reviewing policies, procedures, and security measures, as well as training on security policies for employees who have access to Confidential Information, at least annually.
- 2) The Contractor certifies that it has implemented policies, procedures, and security measures to protect against reasonably foreseeable unauthorized access to, or disclosure of, Confidential Information, and to prevent other reasonably foreseeable events that may result in substantial harm to FCPS. In addition, the Contractor shall not maintain or store Confidential Information outside of the United States. To the extent that the Contractor uses cloud computing services, all Confidential Information provided by FCPS or FCPS Users shall be securely stored with a commercially reasonable third-party vendor using physical servers located solely within the United States and subject to network security measures consistent with industry standards. The Contractor will confirm to FCPS that the third-party vendor agrees to the non-disclosure agreement terms described in Article 18.C.6.
- 3) Access to the Contractor's server(s) hosting Confidential Information shall be limited to the

Contractor's operations employees, agents, affiliates, or subcontractors who: (i) have access to Contractor's access keys and are specifically trained to manage and secure data; and/or (ii) are involved in providing the Contractor's deliverables, products and/or services.

- 4) Any computer, server, or database on which Confidential Information, or any analysis conducted pursuant to the Contract, is maintained shall have anti-virus, configuration control, monitoring/alerting, automated backups, and regular vulnerability testing. Such computer, server, or databases shall be password protected and securely stored at all times with proper authentication and authorization procedures and with access limited to the Contractor's operations personnel and personnel directly involved in implementing the Contract. The Contractor shall not permit Confidential Information to be maintained or stored on any portable memory device, such as thumb drives or portable hard drives, without the express written consent of FCPS. The Contractor shall not permit Confidential Information to be maintained or stored on mobile computing devices (e.g. laptops or tablets), unless such device is being used in connection with the Contractor's backup and recovery procedures. In the event that such a device is being used in connection with the Contractor's backup and recovery procedures, the Contractor will ensure that such mobile computing devices are encrypted, centrally managed with respect to configuration updates and anti-virus, password protected, and that all such devices will be scanned at the expiration or termination of the Contract to ensure that no Confidential information remains stored on such mobile computing devices.
 - 5) The Contractor will regularly backup or cause to be backed up all Confidential Information under its control and will securely store and retain backups for such period of time as may be required by federal or state law or regulation, or by FCPS. The Contractor will remove Confidential Information from backups in a manner consistent with technology best practices and industry standards for secure data disposal methods. If the Contractor is required to restore any materials from its backups, it will purge all personally identifiable Confidential Information not currently in use in the production systems from the restored backups.
- f. FCPS reserves the right in its sole discretion to perform audits of the Contractor at its sole expense to ensure compliance with this article. The Contractor shall reasonably cooperate in the performance of such audits. The Contractor also will conduct regular internal monitoring and vulnerability assessments of the computers, computing environment, servers, and physical data centers that the Contractor uses to collect, process, maintain, or store FCPS' Confidential Information that includes Personally Identifiable Information regarding FCPS Users, and to hire a third party to conduct no less than annual security audits, which includes penetration testing. The Contractor shall review audit findings and will implement recommended security program changes and enhancements where practical and appropriate. The Contractor will provide FCPS, upon request, summary data of the above audits, scans, and tests. The Contractor will take reasonable measures, including maintaining audit trails, to protect Confidential Information against deterioration or degradation of data quality and authenticity.
- g. Data Security Breach
- 1) A "Data Security Breach" is any instance in which the Contractor has actual knowledge or a reasonable basis on which to suspect or conclude that there has been an unauthorized release or access of Confidential Information, regardless of whether the Contractor stores and manages data directly or through a contractor such as a third-party cloud computing vendor. A Data Security Breach may take various forms, including but not limited to: hackers gaining access to data through a malicious attack; lost, stolen, or temporarily misplaced data or equipment (e.g., mobile computing devices or portable memory devices); employee negligence (e.g., leaving a password list in a publicly-accessible location, technical staff misconfiguring a security service or device); or policy and/or system failure.

- 2) The Contractor shall notify the FCPS Project Contact immediately of any Data Security Breach or data loss, and inform FCPS (to the extent known) what data has been compromised, but in no event later than twenty-four (24) hours after the Contractor learns of the Data Security Breach or data loss. If the Contractor becomes aware of a Data Security Breach or data loss, it shall cooperate with FCPS regarding recovery, remediation, and the necessity to involve law enforcement, if any. The Contractor shall be responsible for performing an analysis to determine the cause of the Data Security Breach or data loss, and for producing a remediation plan in consultation with FCPS. FCPS and the Contractor agree to work together to determine an appropriate notification plan to any FCPS Users of the Contractor's deliverables, products and/or services regarding any such Data Security Breach or data loss. In addition, to the extent not prohibited, the Contractor agrees to notify FCPS of Data Security Breaches or data losses that affect its customers generally.
 - 3) In addition to any other remedies available to FCPS, at law or in equity, the Contractor will reimburse FCPS in full for all costs incurred by FCPS in investigating and remediating any Data Security Breach or data loss caused in whole or in part by the Contractor or its employees, agents, affiliates, or subcontractors. The Contractor shall use commercially reasonable efforts to mitigate any negative consequences caused to FCPS, or to a FCPS User, as the result of a Data Security Breach or data loss and to implement procedures to prevent the recurrence of a similar Data Security Breach or data loss.
 - 4) The Contractor shall provide notice to FCPS within twenty-four (24) hours of notice or service on the Contractor, whichever occurs first, of any lawsuits resulting from, or government investigations of, the Contractor's handling of Confidential Information, failure to follow security requirements, and/or failure to safeguard confidential information of any third party.
- h. Except as specifically set forth by FCPS in writing, or as required by federal, state, and county laws and regulations, the Contractor shall upon the termination or expiration of the Contract, upon cessation or dissolution of the Contractor's business operations, or upon request by FCPS:
- 1) Erase, destroy, permanently delete, and render unreadable all Confidential Information in its paper files, computers, computing environment, systems, equipment, servers, and physical data centers; or, upon FCPS' request to ensure the integrity of FCPS operations, transfer/migrate such Confidential Information to FCPS or its designated third party;
 - 2) Certify in writing that the actions set forth in this subsection have been completed on or before agreed-upon deadlines;
 - 3) Ensure that any transfer/migration uses facilities and methods that are compatible with the relevant systems of FCPS or its designated third party; and
 - 4) To the extent technologically possible, ensure that FCPS will have access to the Confidential Information during any transfer/migration.
- i. Nothing in this article shall supersede in any manner the Contractor's obligations or the obligations of its employees, agents, affiliates, or subcontractors pursuant to all federal, state, and county laws and regulations applicable to the Contract including but not limited to the requirements listed above, or the provisions of the Contract concerning the Contractor's obligations to FCPS.
- j. Violation of this article constitutes a breach of contract for which FCPS may terminate the Contract pursuant to Article 13, and/or pursue any other appropriate remedy. Notwithstanding anything in the Contract to the contrary, the provisions of this article shall survive the expiration or earlier

termination of the Contract.

37. 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.

38. 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 supplier 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.

39. 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.

40. 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 supplier 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.

41. CONFLICT OF INTEREST

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

42. SERVICE LEVEL AGREEMENT (SLA)

a. Definitions

1. A “Problem” is defined as any situation or issue reported via a help desk ticket that is related to the system operation that is not an enhancement request.
2. “Problem resolution time” is defined as the period of time from when the help desk ticket is opened to when it is resolved.
3. Monthly Charges: for purposes of SLA credit calculation, Monthly Charges are defined as the charges set forth under Fees, invoiced during the month of the breach for the monthly fixed services, or, in the event of annual billing, 1/12 of the annual invoice amount.

b. SLA Requirements

The Contractor shall:

1. Be responsible for complying with all performance measurements, and shall also ensure compliance by all subcontractors.
2. Meet the Problem response time and resolution requirements as defined in item 42 h.
3. Provide a monthly report to monitor and detail response times and resolution times.
4. Log Problems into the Contractor-supplied help desk software and assign an initial severity (Emergency, High, Medium or Low as defined in item 42 h).
5. Respond to and update all Problems, including recording when a Problem is resolved and its resolution. Appropriate personnel shall be notified when a Problem is resolved.
6. FCPS shall make the final determination regarding Problem severity.
7. Contractor shall review any Problem with FCPS to establish the remediation plan and relevant target dates.

c. SLA Effective Date (SLA Activation Date)

SLAs set forth herein shall be in effect beginning with the commencement of monthly services as of the effective date of the contract, unless a defined transition, or implementation, date is provided.

Beginning on the SLA Activation Date, for any performance measurement not met during the monthly reporting period, the SLA credit for that individual measurement shall be applied to the Monthly Charges.

d. Service Level Reporting

1. Contractor performance will be monitored by FCPS.

2. The Contractor shall provide detailed monthly reports evidencing the attained level for each SLA.
3. The Contractor shall provide a monthly summary report for SLA performance.
4. Monthly reports shall be delivered via e-mail to the Project Contact by the 15th of the following month.
5. If any of the performance measurements are not met during the monthly reporting period, the Contractor will be notified of the standard that is not in compliance.

e. SLA Service Credits

Time is an essential element of the Contract. For work that is not completed within the time(s) specified in the service level metrics in the Contract, the Contractor shall be liable for service credits in the amount(s) provided for in the Contract.

Service credits will be cumulative for each missed service requirement. FCPS, at its option for amount due as service credits, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item. In the event of a catastrophic failure, all affected SLAs shall be credited to FCPS.

In no event shall the aggregate of all SLA credits paid to FCPS in any calendar month exceed 25% of any Monthly Charges.

Example: If Monthly Charges were \$100,000 and one SLA were missed, with an applicable 4% credit, the credit to the invoice would be \$4,000, and FCPS would pay a net Monthly Charge of \$96,000. If the charges for the contract were paid as an annual payment, FCPS will invoice the Contractor for the applicable amount.

The parties agree that any assessment of service credits shall be construed and treated by the parties not as imposing a penalty upon the Contractor, but as compensation to FCPS for the Contractor's failure to satisfy its service level obligations.

f. Root Cause Analysis

If the same SLA measurement yields an SLA credit more than once, the Contractor shall conduct a root cause analysis. Such root cause analysis shall be provided within 30 days of the second breach, and every breach thereafter.

In addition, for each 'Emergency' or 'High' priority Problem, the affected parties will perform a root cause analysis and institute a process of problem management to prevent recurrence of the issue.

g. Service Level Measurements Table (System performance)

The Contractor shall comply with the service level measurements in the following table:

No.	Service Requirement	Measurement	Service Level Agreement	SLA Credit
1	Problem Response Time - Emergency	Average Response Time for Emergency Priority Problems.	98% <15 minutes	1%
2	Problem Response Time – High	Average Response Time for High Priority Problems.	98% <30 minutes	1%
3	Problem Response Time - Normal	Average Response Time for Normal or Low Priority Problems	98% <4 hours	1%
4	Problem Resolution Time - Emergency	Resolution Time for each Emergency Priority Problem	98% <2 hours	1%
5	Problem Resolution Time - High	Resolution Time for each High Priority Problem	98% <4 hours	1%
6	Problem Resolution Time - Normal	Resolution Time for Normal Priority Problems	98% <24 hours	1%
7	Problem Resolution Time - Low	Resolution Time for Low Priority Problems	98% <72 hours	1%
8	Scheduled Downtime/ Maintenance	Scheduled maintenance and downtime shall only occur during non-business hours*. The Contractor shall provide 14 calendar days' notice prior to any scheduled downtime.	<6 hours each month	1%
9	Service Availability	All application functionality and accessibility shall be maintained at 99.5% uptime performance levels. Contractor shall minimize or eliminate unscheduled network downtime to .5% or less.	<99.5%	1%
10	Notification of Security Incident	Notification of a Security Incident within 24 hours of occurrence	<24 hours	1%
11	Security Incident Reporting	Security incident reporting requirement in 72 hours	<72 hours	1%

FCPS shall have the unilateral right to reallocate percentages among the various SLAs annually on the anniversary of the Contract, provided that such reallocation will not exceed the cap identified in item 42 e.

h. Problem Response Definitions and Times

The Contractor shall meet the Problem response time and resolution requirements.

The Contractor shall provide a monthly report to monitor and detail response times and resolution times.

Service Priority	Response Time	Resolution Time	Response Availability	Work Outage	Users Affected
Emergency	Less than 15 minutes	Within 2 hours of first report.	Mon-Fri, 6AM-5PM EST	The entirety, or essential portions, of the System are inaccessible Systems or users are unable to work, or to perform some portion of their job.	Users or internal System functionalities are impaired
High	Less than 30 minutes	Within 4 hours after first report.	Mon-Fri, 6AM-5PM EST	Major portions of the System are inaccessible Systems or users are unable to work, or to perform some portion of their job.	Affects the majority of users to include public facing users
Normal	Within 2 hours	Within 1 day (24 hours) after first report. If the outage is not resolved a resolution plan must be in place.	Mon-Fri, 6AM-5PM EST	Specific non-critical features are not operating as specified Systems or users are unable to perform a small portion of their job, but are able to complete most tasks.	Affects a number of users
Low	Within 4 hours	Within 3 days (72 hours) after first report. If the outage is not resolved a resolution plan must be in place.	Mon-Fri, 6AM-5PM EST	Lower priority features that can be done manually are not operating as specified Often a request for service with ample lead time.	Affects a number of users

43. SERVICE ORGANIZATION CONTROL (SOC) AUDIT REPORT

This section applies to the vendor, and any relevant subcontractor, who provides services for FCPS identified critical functions, handles Sensitive Data, and/or hosts any related, implemented system, for FCPS, under the Contract. For purposes of this section, "relevant subcontractor" includes any subcontractor that assists the vendor in the critical functions of the Contract, handles Sensitive Data, and/or assists with any related implemented system, excluding subcontractors that provide secondary services that are not pertinent to assisting the vendor in the critical functions of the Contract, handling Sensitive Data, and/or assisting with any related implemented system

The vendor shall provide annually, at no cost to FCPS, evidence of compliant, and ongoing, internal control of sensitive data and processes through a standard methodology, such as, but without limitation, the American Institute of Certified Public Accountant (AICPA) Service Organization Control (SOC) Reports. The evidence of compliance shall be contained in a report describing the effectiveness of the vendor's internal controls.

If deficiencies in the vendor's internal control processes and procedures are described in the most recent version of the report, the vendor shall automatically submit the report to the Contract Manager, within a timely manner, and shall describe the corrective actions to be put into place by the vendor to remedy the deficiencies.

If the vendor fails, during the contract term to obtain an annual SOC 2 Report by the contract end date, FCPS shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and Processes utilized or provided by the vendor and under the Contract. The vendor agrees to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s), and will provide the necessary support and cooperation to the independent audit firm that is required to perform the audit engagement of the SOC 2 Report. FCPS will invoice the vendor for the expense of the SOC 2 Report(s), or deduct the cost from future payments to the vendor.

This section shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the content of this section, or the substance thereof, in all subcontracts.

44. FEDERAL CONTRACT AWARDS

In the event that federal funds are utilized for purchases under this contract, Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, will be applicable.

This document can be found at the end of Section I, General Terms and Conditions, as Attachment "A".

ATTACHMENT A - APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the

open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

**24T2, SCHOOL BUSES
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 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 October 31, 2026, with the option to renew for one 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

3.1 Bid Bond and Payment Bonds are not required. A performance bond for 100% of the contract price maybe required from the successful contractor.

3.1.1 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.

3.1.2 The cost of the performance bond will be borne by the bidder(s) in all instances.

3.1.3 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.

3.1.4 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.

3.1.5 Upon receipt and approval of the performance bond, an official purchase order will be issued.

3.1.6 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.

3.2 First Piece Inspection Option:

3.2.1 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.

3.2.2 First piece inspection approval will be given prior to the completion of the production run.

- 3.2.3 Pricing for First Piece Inspection will be listed separately on the Form of Proposal under Options at a per person rate.
- 3.2.4 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.
- 3.3 Liquidated Damages:
 - 3.3.1 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.
 - 3.3.2 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.
 - 3.3.3 LEA reserves the right to withhold the liquidated damages from final payment.
- 3.4 Title and Registration:
 - 3.4.1 It is the responsibility of the successful vendor to pay title and registration fees.
 - 3.4.2 Buses must be delivered with temporary license plates.
 - 3.4.3 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.
 - 3.4.4 The successful vendor will make application for title and tags and pay any/all associated fees.
- 3.5 Manufacturer's Authorized Service Center:
 - 3.5.1 Must be located within a 50-mile radius from the LEA's Transportation Department.
 - 3.5.2 Must be authorized to accept all requests for warranty repairs or recalls.
 - 3.5.3 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.
 - 3.5.4 The name and location of the designated service center shall be listed on the Form of Proposal.

4 PRICING

- 4.1 All prices shall remain firm through the first year (12 months) from date of award.
- 4.2 FCPS expects all vendors to provide year over year cost reductions recommendations.
- 4.3 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.
- 4.4 Price adjustments from the contractor/producer/processor/manufacture for any/all items may be considered at the contract anniversary date. 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.

4.5 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:

- 4.5.1 Access the U.S. Bureau of Labor statistics website at the following internet address:
<http://www.bls.gov/cpi/home.htm>.
- 4.5.2 Select “Get Detailed CPI Statistics”, then select “Most Requested Statistics” for “Consumer Price Index-All Urban Consumers (Current Series)”.
- 4.5.3 Select from list “U.S. All items, 1982-84=100-CUUR0000SA0”. Select Retrieve data.
- 4.5.4 Select “More Formatting Options”. Select “12 Months Percent Change”. Click Retrieve Data.
- 4.5.5 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
- 4.5.6 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”.
- 4.5.7 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.
- 4.5.8 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.
- 4.5.9 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.
- 4.5.10 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.
- 4.5.11 The Lead Agency reserves the right to decrease rate, if such downward adjustment is reflected with the CPI data.

4.6 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 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.

6 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.

7 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 OpenGov Procurement (<http://procurement.opengov.com/portal/fcps>).
- 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
 - Proprietary Information Form
 - Current W9

- d. Cost Proposal:

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

8 AWARD

Award will be made to a minimum of (1) vendor.

9 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.

BASIC MINIMUM SPECIFICATIONS - BUS CHASSIS
48 PASSENGER SCHOOL BUS WITH FLAT FLOOR, WHEELCHAIR LIFT AND AIR CONDITIONING - TYPE C

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 for buses equipped with air conditioning and/or wheelchair lifts: 270 amperes.
- 1.2.3 Heavy duty 12-volt type.
- 1.2.4 Acceptable brands: Leece Neville.

AXLES

- 1.3 Conventional: Front – 8,000 (minimum)
Rear – 17,500 (minimum)

BATTERY

- 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 locking latch. Shall be keyed alike. (2) sets of keys provided.
- 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.
- 1.4.7 Battery disconnect switch shall be located inside the battery box.

BODY CHASSIS

- 1.5.1 (5) Year chassis warranty from date of in-service, unlimited mileage bumper to bumper.
- 1.5.2 Towing warranty shall be from date of in-service, 60-months unlimited mileage to be paid by the successful bidder under warranty terms for warranty work at appropriate repair location.

BRAKE, PARKING - PNEUMATIC

- 1.6.1 Shall be push pull manual pneumatic dash mounted control to apply and release the parking brake. Warning light must be provided to alert the driver when the parking brake is engaged.
- 1.6.2 Parking brake interlock – parking brake cannot be released until ignition switch is in “On” position, service brake pedal is applied, lift is stowed and lift door is closed and secured.

BRAKES – ABS AIR SYSTEM

- 1.7.1 Four-wheel brakes, adequate at all times to control bus when fully loaded shall be provided.
- 1.7.2 Vehicles shall be equipped with a safety valve to protect against excessive air pressure.
 - 1.7.2.1 An illuminated air gauge on the instrument panel to register pressure in the air system.
 - 1.7.2.2 An audible and visual low-pressure indicator to warn the operator when the pressure falls below 60 pounds per square inch.
- 1.7.3 All air tanks shall be equipped with automatic electric heated drain valves.
- 1.7.4 Brake lines to be color-coded with quick-connect fitting.
- 1.7.5 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.
- 1.7.6 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.
- 1.7.7 AD-IP Cartridge type Bendix Westinghouse air dryer with heater in an easily accessible location.
- 1.7.8 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.
- 1.7.9 Rear air chambers to be mounted in front of rear axle.
- 1.7.10 Brake stoplight switch shall be air actuated.
- 1.7.11 Automatic adjustable front and rear slack adjusters.
- 1.7.12 Front and rear dust shield for air cam brakes.

BUMPER, FRONT

- 1.8.1 Refer to COMAR.

COOLING SYSTEM

- 1.9.1 Provide an automatic fan clutch and fan. Shall be of adequate capacity to cool engine at any outside temperature.

- 1.9.2 A heavy duty radiator shall be installed. Cooling system overflow recovery system shall be provided.
- 1.9.3 Cooling system shall be protected to -20° with permanent type anti-freeze.
- 1.9.4 Provide easy access to coolant filler cap for easy fill with typical water/coolant bucket
- 1.9.5 Constant torque hose clamps in engine compartment.
- 1.9.6 Drain cocks must be installed in radiator.

DRIVE SHAFT GUARDS AND SHIELDS

- 1.10.1 Refer to COMAR.

ELECTRICAL (CHASSIS WIRING)

- 1.11.1 The chassis wiring system shall be of sufficient capacity to meet the electrical demand of the vehicle.
- 1.11.2 Voltmeter is required and shall have a capacity of no more than 18 volts.
- 1.11.3 Disconnect of 150 amperes minimum shall be installed between battery and body harness.
- 1.11.4 Extra wiring for accessory power connection and battery in electrical panel. (6) positions fused at 20 amps: (4) accessory power; (2) battery power.
- 1.11.5 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)
- 1.11.6 A complete wiring schematic diagram must be provided.
- 1.11.7 All wires shall be in wire loom.

ELECTRICAL (BODY)

- 1.12.1 Fuse panel with locking latch. Keyed the same as the battery door. (2) sets of keys provided.

ENGINE

- 1.13.1 Diesel, six cylinder in-line engine minimum of 220 HP with the capability of recalibrating to a higher HP.
- 1.13.2 Block heater – engine shall be equipped with a 750-watt engine block heater. The block heater shall include a socket receptacle mounted in center through the front bumper.
- 1.13.3 Noise reduction package – under the hood area and the side flaps shall be equipped with factory installed materials to reduce engine noise.
- 1.13.4 OEM (7) year warranty.
- 1.13.5 OEM after treatment warranty (7) year warranty.

EXHAUST SYSTEM

- 1.14.1 Exhaust pipe system must not interfere with optional storage compartment installation.
- 1.14.2 Tail pipe must be installed to exhaust from the left side (road side) under the bumper.

FRAME SIDE MEMBERS

- 1.15.1 Refer to COMAR.

FENDERS

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

FUEL SYSTEM

1.17.1 Tank

- 1.17.1.1 The fuel tank shall have a minimum capacity of 60 gallons and be on the right-hand side or left-hand side of the chassis rail or between frame rails as determined by the LEA.
- 1.17.1.2 A steel, 8"x8" fuel tank sender plate shall be provided to allow access for fuel gauge sending unit replacement.
- 1.17.1.3 Fuel tank must be undercoated.

1.17.2 Filters/Heater

- 1.17.2.1 Provide combination electric fuel heater, water separator and fuel filter. A heater working in conjunction with coolant system will not be acceptable.
- 1.17.2.2 Must be located in an easily accessible location for service.
- 1.17.2.3 Provide manual priming capability.

1.17.3 Fuel Filler Cap

- 1.17.3.1 Fuel filler cap must be attached to the fuel filler neck with a chain.

1.17.4 Fuel Filler Cap Door

- 1.17.4.1 Door over tank filler pipe shall be non-locking, spring loaded and hinged to the front with thumb pull.

HOOD

- 1.18.1 Conventional hood shall be fiberglass full tilt type.

HORN

- 1.19.1 Bus shall be equipped with dual electric horns.

IGNITION

- 1.20.1 Provide a circuit breaker between the body and the chassis electrical system mounted under the hood and capable of being reset by the driver.
- 1.20.2 All ignition switches shall be master-keyed alike. LEA shall furnish their standard key code.
- 1.20.3 Ignition system shall be equipped with solenoid to permit automatic shutoff of the fuel system.

1.20.4 Manufacturer shall provide (5) sets of ignition keys per bus.

INSTRUMENT PANEL

1.21.1 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 | 10. Hour-meter |
| 2. Fuel gauge | 11. Diesel Exhaust Fuel Gauge (DEF) |
| 3. Oil pressure gauge | 12. Diagnostic messages |
| 4. Water temperature gauge | 13. Gear indicator |
| 5. Voltmeter | 14. Trip odometer |
| 6. Odometer | 15. Trip hours |
| 7. Transmission temperature gauge | 16. MPG |
| 8. Tachometer | 17. Distance to empty |
| 9. Air pressure gauge | |

Warning Lights, Switches and Alarms

- | | |
|---|--|
| 1. High water temperature warning light and buzzer. | 10. Low coolant indicator light and buzzer |
| 2. Low oil pressure warning light and buzzer. | 11. Low battery voltage light and buzzer |
| 3. Self-canceling directional signals. | 12. Low fuel light |
| 4. Low air pressure warning light and buzzer | 13. Low DEF light |
| 5. Emergency escape audible alarm. | 14. Hazard switch |
| 6. Warning light or buzzer for automatic transmission fluid temperature | 15. Parking light |
| 7. Wait to Start Light | 16. Headlight warning buzzer |
| 8. Upper beam headlight indicator | 17. Headlights on w/wipers |
| 9. Turn signal indicator light | 18. Hood warning lamp |
| | 19. Warning light and buzzer for parking brake not applied |

1.21.2 Instrument panel shall be non-reflective in color.

OPENINGS

1.22.1 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 grommeted.

SHOCK ABSORBERS

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

SPRINGS

- 1.24.1 Rated capacity of spring shall equal or exceed rating of respective axle.
- 1.24.2 Heavy duty single stage multi-leaf front variable rate suspension to meet GVW and axle ratings.
- 1.24.3 All shackle and spring hanging bolts/pins shall have grease able fittings or euro-bushings.
- 1.24.4 Rear air suspension

STEERING

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

STEERING WHEEL

1.26.1 Will be equipped with a tilting and telescoping mechanism to allow drivers to adjust the steering wheel position.

TIRES/WHEELS

- 1.27.1 Tires shall be 255/70R225, tier one brand and tread design for buses with wheelchair lifts.
Front: Load Range H Endurance RSA (Goodyear); Rear: Load Range H Fuel Max RTD (Goodyear)
- 1.27.2 Wheels shall be ten-hole hub-piloted type, painted black.
- 1.27.3 Rims shall be 8 1/4 x 22.5 hub-piloted with two (2) hand holds.

TRANSMISSION, AUTOMATIC

- 1.28.1 Allison (PTS 2550), or equal, automatic – 5 speed, oil cooler and lines to meet engine and transmission manufacturer's specifications for maximum cooling.
- 1.28.2 Transmission shall have gear shift lever mounted on the dash. Floor mounted not acceptable.
- 1.28.3 Transmission shall be filled with Transynd synthetic fluid from Allison. Permanent label identifying "Transynd" synthetic fluid only, near fill tube.
- 1.28.4 Transmission warranty shall be a seven (7) year unlimited mileage OEM warranty.

BASIC MINIMUM SPECIFICATIONS – BUS BODY

48 PASSENGER SCHOOL BUS WITH FLAT FLOOR, WHEELCHAIR LIFT AND AIR CONDITIONING - TYPE C

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:

- 1.29.1 One two inch (2") white rubber aisle strip shall be installed between the two front barriers and one two inch (2") white rubber aisle strip 27" forward of the emergency door.
- 1.29.2 No seat or other object shall be so placed in bus as to restrict any part of passageway 24" forward of emergency door.
- 1.29.3 Aisle Position shall be "center" for balanced seating.

BACKUP ALARM:

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

BODY

- 1.31.1 Provide a diagram at time of bid submission depicting dimensions of the bus, to include seat spacing.
- 1.31.2 Body side skirt shall extend to the approximate centerline of the axles.
- 1.31.3 The body side panels from under the windows to the bottom of the skirt must be 16 gauge.
- 1.31.4 Interior headroom shall be no less than 77".
- 1.31.5 (5) year body warranty from the date of in-service, unlimited mileage bumper to bumper

BUMPER REAR

- 1.32.1 Refer to COMAR.

CHILD REMINDER SYSTEM.

- 1.33.1 Bus shall be equipped with a child reminder system. Model shall be approved by LEA.
- 1.33.2 Post trip inspection monitor shall be key off controlled, with push button alarm disabled at rear of bus. Disarming time shall be programmable.

CONSTRUCTION

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

DEF TANK

- 1.35.1 Tank shall have a minimum of 16.5-gallon capacity and frame mounted outside right rail.
- 1.35.2 Def filler door with non-locking latch.

DOORS

SERVICE DOOR

- 1.36.1.1 Air operated or electric door shall be an option provided as no extra charge at the customer's discretion.
- 1.36.1.3 Door control mechanism shall be located overhead of door and concealed behind a removable panel.
- 1.36.1.4 Shall be outward type door only.
- 1.36.1.5 Service door shall have a minimum horizontal opening of 24 inches and minimum vertical opening of 68 inches.
- 1.36.1.6 Manually operated, service door shall be equipped with heavy duty chrome or powder coated door control and rod.
- 1.36.1.7 Outside service door switch is required. Outside service switch when used to open the doors shall activate the interior and step-well lights.

EMERGENCY DOOR AND EXITS

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

ELECTRICAL

- 1.37.1 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.
- 1.37.2 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

- 1.38.1 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

- 1.39.1 Floor covering, seating and other interior accessory colors must match/color coordinate.
- 1.39.2 The floor covering shall be one continuous piece from front to rear. **Splicing is unacceptable.**
- 1.39.3 Metal cover molding shall be installed along side wall and rear body wall.
- 1.39.4 Aisle joint molding shall be constructed of aluminum and installed over all seams where aisle covering meets floor covering.

- 1.39.5 Sub-flooring shall be of 5/8" marine grade plywood.
- 1.39.6 Aisle – 3/16" ribbed rubber
- 1.39.7 Under seat – 1/8" smooth rubber under seats, wheel wells and in driver's area.

HANDRAILS (GRAB RAIL)

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

HEATER-DEFROSTER

- 1.41.1 Each bus shall be equipped with three independently controlled 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.
- 1.41.2 Front – 140,000 BTU (minimum 50,000 BTU on right) heater to include full width windshield defroster.
- 1.41.3 Rear – 40,000 BTU rear (left or right) heater shall be wall-mounted and will be determined by the LEA.
- 1.41.4 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.
- 1.41.5 Two (2) brass shut-off valves lever type with 90-degree rotation of the handle shall be supplied in the engine compartment to restrict heater operation.
- 1.41.6 A shut off valve shall be accessible by the driver from their seat. An electronically controlled shut-off valve is acceptable.

IDENTIFICATION – LETTERING (Block Style)

- 1.42.1 Lettering shall meet National, State and Local requirements as to type, size, color, locations and wording
 - 1.42.1.1 Each side of the school bus shall be lettered with 6"H x 1" W letters – **FREDERICK COUNTY SCHOOLS**.
 - 1.42.1.2 The number of each bus, as assigned by FCPS, shall be 6" H x ¾" W (1" is acceptable) and placed on the right front cowl and left front cowl. The number shall be placed on the rear in the license plate area. Numbers placed on the corners of the bus body are not acceptable. Numbers are to be placed on each side of the bus under the vertical support between the 1st and 2nd passenger windows.
 - 1.42.1.3 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.
 - 1.42.1.4 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".
 - 1.42.1.5 Emergency Exit shall be lettered above the exits as required by law. Letter shall be 2" H x 3/8" stroke.
 - 1.42.1.6 Lettering "SCHOOL BUS" on front and rear shall be 8" reflective.
 - 1.42.1.7 Header lettering "Watch Your Step" shall be 1" black placed above windshield.
 - 1.42.1.8 Stepwell letters, "Watch Your Step" shall be 2.5" black and placed behind door on step riser.
 - 1.42.1.9 A black, 1" decal shall be placed on DEF Filler Door – "DEF Only".
 - 1.42.1.10 No lettering on rivets or seams.
 - 1.42.1.11 No logo on mud flaps.
 - 1.42.1.12 Number on the front bumper shall be yellow.

INTERIOR PANELS

- 1.43.1 Modesty panel installed below front barriers
- 1.43.2 Interior trim panels shall be provided from bottom window line to seat rail and shall be unpainted, embossed, aluminized steel. (Aft of Driver / Aft of Entrance Door)

LIGHTS

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

1.44.1 Interior:

- 1.44.1.1 Minimum eight (8) LED interior lamps.
- 1.44.1.2 One (1) LED lamp in step-well area.
- 1.44.1.3 One (1) LED dome lamp in driver's area, with separate switch.
- 1.44.1.4 One (1) LED above rear emergency exit door.

1.44.2 Exterior:

- 1.44.2.1 Two (2) LED 7 inch combination tail and stop lights.
- 1.44.2.2 Two (2) LED 4 inch combination tail and stop lights.
- 1.44.2.3 One (1) LED license plate light, mounted on left rear side.
- 1.44.2.4 Two (2) LED 7 inch clear backup lights.
- 1.44.2.5 Two (2) LED 7 inch amber rear directional signals.
- 1.44.2.6 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.
- 1.44.2.7 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.

1.44.3 LED school warning lights and audible backup alarm:

- 1.44.3.1 School warning lights: To be LED, red and amber, 7-inch diameter with visors
- 1.44.3.2 Must have two-mode capability (steady burn; strobing flash @ 10.4 flashes per second). Mode to be determined by LEA.

- 1.44.3.3 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).
- 1.44.3.4 Override switch shall operate with master switch in on or off position.
- 1.44.3.5 Warning light flasher: Weldon 7000 Sound-Off, or operated through body control microprocessor.

MIRRORS

1.45.1 Exterior (Rosco Open View)

- 1.45.1.1 Exterior side view remote adjustable mirrors are required. Right side mirror must be visible through front windshield while operator is in normal seated position.
- 1.45.1.2 All exterior mirrors shall be electrically heated with 15–20-minute timer.
- 1.45.1.3 Cross over mirrors (quadrispherical type) shall be mounted on the left and right front fender (meets FMVSS-111). (Rosco Mini Hawk Eye).
- 1.45.1.4 All exterior fasteners to be of stainless steel.
- 1.45.1.5 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.
- 1.45.1.6 All heated mirrors will operate off of one switch with a pilot light to indicate when the heating elements are turned on.

1.45.2 Interior

- 1.45.2.1 Interior clear view mirror shall be 6" x 30"
- 1.45.2.2 Interior mirror shall be unheated.
- 1.45.2.3 Mirror shall be of laminated plate safety glass and shall have rounded corners and protected edges made of non-glare materials.
- 1.45.2.4 Frame shall be metal, have round corners and edges which shall be padded.
- 1.45.2.5 Mirror is to be adjustable without the need for tools.

NOISE REDUCTION PACKAGE

- 1.46.1 Acoustic headliner shall be installed throughout the entire passenger compartment
- 1.46.2 Manufacturer shall supply noise reducing insulation package to include engine cover, firewall, roof, sides and bulkhead.
- 1.46.3 Omit step-well reduction package

PAINT/COLOR

- 1.47.1 Chassis frame and chassis components are to be painted to inhibit rust/corrosion. Paint color shall be black.
- 1.47.2 Exterior bus color shall be standard school bus yellow. Roof shall be white.
- 1.47.3 Grille shall be school bus yellow material identical to hood unless grille is chrome.
- 1.47.3 Interior body color shall be white.

PEDALS

- 1.48.1 Adjustable brake/accelerator pedals shall be provided.

RADIO/PA SYSTEM:

- 1.49.1 AM/FM radio with PA system, flush-mounted, with four (4) channels, rated at 30 Watts minimum per channel.
- 1.49.2 Integral digital clock.
- 1.49.3 Minimum four (4) speakers, flush mounted in roof, evenly spaced throughout bus interior.
- 1.49.4 Speakers must be compatible with output of radio and PA system.
- 1.49.5 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.
- 1.49.6 Integral PA system with microphone. Microphone to be equipped with volume control.
- 1.49.7 Location of microphone holder to be determined at time of pilot bus inspection.
- 1.49.8 PA system to operate through all 4 speakers.
- 1.49.9 Radio play to be automatically interrupted when microphone is activated.

RUB RAIL

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

SEATS & INTERIOR

- 1.51.1 Fire-block upholstery. Fabric shall be **Brown**.
- 1.51.2 Driver's seat: Magnum 200
 - 1.51.2.1 High back, suspension
 - 1.51.2.2 Three-point combination lap/shoulder belt (orange color), with height-adjustable shoulder belt (minimum 16-inch vertical adjustment).
 - 1.51.2.3 Right-side fold down arm rest (left side not required).
 - 1.51.2.4 Lumbar support required.
 - 1.51.2.5 Knee action seat prohibited
- 1.51.3 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.
- 1.51.4 Four (4) rows of 39" Seats shall be high back with Child Restraint System and non-retractable maroon/blue/brown lap belts 7.5" on the buckle side.
- 1.51.5 The fourth row of 39" seats will be track mounted seats.
- 1.51.5 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.

- 1.51.6 All seats shall be equipped with FMVSS seat belt ready seats. No child carrier seats will be located next to emergency windows.

STEPS

- 1.52.1 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.
- 1.52.2 3-Step (or 4-Step) entrance shall be provided.
- 1.52.3 Three step (or four step) entrance covered with proforma coating on steps with black slip resistant pebble tread and white nosing. Rubber steps are not acceptable.
- 1.52.4 Step-wells shall be constructed of rust resistant material.

STORAGE COMPARTMENT

- 1.53.1 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.
- 1.53.2 Compartment shall include (1) USB-A Port and (1) USB-C Port.

STOP ARM (Specialty 2980)

- 1.54.1 Air operated octagon-shaped, with strobing LED lights visible front and rear, shall be activated in conjunction with flashing warning light switch.
- 1.54.2 Fasteners must be stainless steel.

STROBE LIGHT

- 1.55.1 Flashing White Strobe Light (ECCO 6550C)
 - 1.55.1.1 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).
 - 1.55.1.2 Shall have a single clear lens emitting 360 degrees around its vertical axis with a minimum 10-jewel light power.
 - 1.55.1.3 Strobe light shall operate whenever 8-light warning system is in use.

SWINGOUT CROSSING GATE

- 1.56.1 Air operated and activated in conjunction with the stop arm.
- 1.56.2 Right front bumper mounted.
- 1.56.3 Control assembly located rear of front bumper.

SUN SHIELD

- 1.57.1 Interior adjustable, transparent sun visor at least 6"x30" shall be installed above the windshield on the driver's side.

UNDERCOATING

- 1.58.1 Complete underbody including wheel wells and fuel tank shall be fully undercoated.

WINDSHIELD WIPERS

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

WINDSHIELD AND WINDOWS

- 1.60.1 Driver sliding sash assembly shall be supplied.
- 1.60.2 The upper portion of the windshield is to be tinted to the maximum allowable percentage under Maryland law.
- 1.60.3 There shall be a minimum of (4) vertically hinged side push out windows (two (2) on each side).
- 1.60.4 All bus body windows to be tinted to the maximum allowable percentage under Maryland law.

AIR CONDITIONING SPECIFICATIONS

48 PASSENGER SCHOOL BUS WITH FLAT FLOOR, WHEELCHAIR LIFT AND AIR CONDITIONING - TYPE C

Air Conditioning System:

48 Passenger A/C Minimum Specification:	
Front System Type	Bulkhead with minimum 40,000 BTU
Rear System Type	Bulkhead with minimum 80,000 BTU
Combined System BTU's	120,000

- 2.1.1 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.

- 2.1.2 Cooling Capacity - meeting the following performance standards:
 - 2.1.2.1 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.
 - 2.1.2.2 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.
- 2.1.3 Bulkhead evaporator:
 - 2.1.3.1 The rear evaporator unit is to be mounted in or on the bulkhead of the bus, both front and rear.
 - 2.1.3.2 The BTU rating shall match the performance standard specified above.
 - 2.1.3.3 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.
 - 2.1.3.4 Rear evaporator shall have aluminum housing and an integrated drain pan with a minimum 30-degree tilt to prevent condensation overflow.
 - 2.1.3.5 Rear evaporator shall have high-efficiency air outlets with adjustable louvers and a detachable finger guard.
 - 2.1.3.6 Air filter to be electrostatic-type, washable and reusable.
 - 2.1.3.7 Rear evaporator shall have dual ½ inch I.D. drain hoses.
 - 2.1.3.8 All interior covers and panels shall utilize fire retardant materials meeting the FMVSS 302 specifications.
- 2.1.4 Control panel, rear evaporator:
 - 2.1.4.1 Mounted on the panel at the left side of the driver's seat, within easy reach of driver.
 - 2.1.4.2 Fan switch: Rotary knob-type switch, to include off position and three (3) fan speeds.
 - 2.1.4.3 Thermostat: Rotary knob-type switch, and shall include compressor clutch cycling protection.
- 2.1.5 Condensers:
 - 2.1.5.1 To be mounted on left skirt of bus behind battery box.
 - 2.1.5.2 Grille panel to be painted National School Bus Yellow (as required by COMAR).
 - 2.1.5.3 BTU rating to match performance standard specified above, at 95-degree F outside ambient air temperature.
 - 2.1.5.4 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.
 - 2.1.5.5 Air flow shall be pulled through condenser coil and distributed towards the center of the vehicle.
 - 2.1.5.6 Integral high/low pressure cutout switches to be wired into compressor clutch circuit; high-pressure switch to be automatically resettable.
 - 2.1.5.7 Sight glass to include an integral moisture indicator and an inline filter drier assembly.
- 2.1.6 Hoses:
 - 2.1.6.1 All refrigerant hoses, fittings, and clamps shall meet or exceed SAE Specification J2064 Type D.
 - 2.1.6.2 Refrigerant hoses to include nylon (vinyl)-based thermoplastic inner liner reinforced with a dual layer of textile yarn and covered with a synthetic elastomer.
 - 2.1.6.3 Fittings shall be O-ring type with clip-and-cage design, and shall be corrosion resistant.
- 2.1.7 Refrigerant: R-134A only (no exceptions).
- 2.1.8 Compressors:
 - 2.1.8.1 Dual compressors; minimum displacement 13 cubic inches (each).
 - 2.1.8.2 Seltic brand, Model TM21, or approved equal.
 - 2.1.8.3 To match performance standard specified above.
 - 2.1.8.4 Compressor mount to be designed and supplied by the air conditioning or OEM manufacturer.
- 2.1.9 Electrical:
 - 2.1.9.1 All wiring and electrical controls shall meet SAE J1292 and related specifications.
 - 2.1.9.2 To include individual circuit protection for all motors.
 - 2.1.9.3 All external components shall be waterproof and protected with anti-corrosion electrical spray.
 - 2.1.9.4 Total system amperage shall be rated @ 13.5 volts DC.
 - 2.1.9.5 Must be compatible with existing bus electrical system and components.
 - 2.1.9.6 Wiring for the air conditioning system must be adequate to withstand the transient electrical loads encountered.
 - 2.1.9.7 Circuits to be protected with fuses, breakers, and thermal relays.
 - 2.1.9.8 All wiring to be adequately secured and protected from chafing.
 - 2.1.9.9 All components shall be reasonably accessible for diagnosis, maintenance, and repair.
- 2.1.10 Warranty: Three (3) 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.
- 2.1.11 Manuals and service information:
 - 2.1.11.1 Access to Service and parts manual for the A/C unit shall be provided. A minimum of three (3) licenses shall be provided.
 - 2.1.11.2 Internet access to manufacturer's service information database to be made available to LEA's at no additional cost (if applicable).
 - 2.1.11.3 Manufacturer shall provide in-service training at LEA location, covering component operation, troubleshooting procedures, and maintenance of the unit.

- 2.1.11.4 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)

WHEELCHAIR SPECIFICATIONS

48 PASSENGER SCHOOL BUS WITH FLAT FLOOR, WHEELCHAIR LIFT AND AIR CONDITIONING - TYPE C

Flat floor requires air suspension (rear), low profile tires, air compressor system, defined rear heater location

Wheel Chair Lift (Brawn Model NL919FIB):

- 3.1.1 Shall operate with key on and off
- 3.1.2 Wheelchair lift shall be installed in right rear side (curb side) of body behind right rear wheels as specified by the LEA. Door shall provide 42" clear opening width and 60" clear opening height.
- 3.1.3 Operated by an electric motor-driven hydraulic pump. The hydraulic unit shall be Braun NL919FIB or Ricon "5000" series. Lift to be determined by LEA.
- 3.1.4 Shall have minimum 800 lb. lifting capacity.
- 3.1.5 Platform area minimum 32" wide x 48" long.
- 3.1.6 The platform shall be automatically folded and unfolded and fully automatic in operation. Shall have automatic inboard and outboard roll stop.
- 3.1.7 Lift motor box location shall be determined by the LEA.
- 3.1.8 Control box shall be mounted on interior of lift gate door.
- 3.1.9 A manual override back-up pump shall be provided for the operation of the lift in the up and down mode in the event of power failure to the electric pump.
- 3.1.10 Power supply to lift shall be protected at source by appropriate fuses or circuit breakers.
- 3.1.11 Power lift platform and ramp surface shall be of nonskid material.
- 3.1.12 Ramp shall have 32" clear width for clearance for wheels on wheelchair.
- 3.1.13 Clearance of 2" minimum must be maintained between the lift and the door in the stowed position.
- 3.1.14 All power supply cables to lift shall be protected by grommets where they pass through any sheet metal or any area where chaffing might occur.
- 3.1.15 Manufacturer's manual shall be supplied at no charge for the hydraulic lift.

Lift Door:

- 3.2.1 A header pad at least 4" in height shall extend across the full width of the door and meet the same criteria as the pad over the emergency door.
- 3.2.2 Single door only. A three-point fastening device (slide bar or rod, cam activated, and fastened to the header, floor and jamb) shall be used. Door shall be hinged at forward side. An exterior latch shall be provided to fasten door open.
- 3.2.3 An audible alarm shall operate as the handle is released and shall continue to operate until the door is slightly open. A flashing indicator light shall operate on the switch panel in the driver's compartment at any time the lift door is open while the ignition is on.
- 3.2.4 Door shall be manually operated.
- 3.2.5 Door shall contain a window aligned with lower line of other windows of vehicle and approximately the same size as other vehicle windows.
- 3.2.6 Door posts and headers shall be reinforced sufficiently to provide support and strength equivalent to that of other doors.
- 3.2.7 The lift door must have hinges with grease fittings.
- 3.2.8 Lift operating instructions shall be placed on inside of lift door.
- 3.2.9 Shall have handrails on both sides.
- 3.2.10 Shall have no overhead header bar.
- 3.2.11 Device shall be installed which will be used to prevent operation of lift until doors are opened.
- 3.2.12 A recessed light shall be placed inside vehicle, over lift door, and shall operate by COMAR standards.

Track/Seating:

- 3.3.1 Wheelchair restraints shall fit floor tracking provided in the bus.
- 3.3.2 Equipped with L track (Omini L Track) restraint system. The bus shall be equipped with a marine grade plywood floor with flush mount "L" track installed. Two tracks for the wheelchair restraint system shall be installed at a distance of nine (9) inches parallel to seat tracks on both sides of bus (four (4) total tracks).
- 3.3.3 Track floor length shall be 201"-250" with full shoulder track.
- 3.3.3 The aluminum "L" tracks shall be treated or coated to prevent corrosion.
- 3.3.4 Bolts used to fasten the track to the floor shall be treated or coated to prevent galvanic corrosion of the track.
- 3.3.5 Track system shall be on the upper wall above the window the same length as the floor tracking.
- 3.3.6 Seating Configuration to be determined by LEA

BASIC MINIMUM SPECIFICATIONS - BUS CHASSIS
64/66 PASSENGER SCHOOL BUS - TYPE C

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

- 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 locking latch. Shall be keyed alike. (2) sets of keys provided.
- 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.
- 1.4.7 battery disconnect switch shall be located in the battery box.

BODY CHASSIS

- 1.5.1 (5) Year chassis warranty from date of in-service, unlimited mileage bumper to bumper.
- 1.5.2 Towing warranty shall be from date of in-service, 60-months unlimited mileage to be paid by the successful bidder under warranty terms for warranty work at appropriate repair location.

BRAKE, PARKING - PNEUMATIC

- 1.6.1 Shall be push pull manual pneumatic dash mounted control to apply and release the parking brake. Warning light must be provided to alert the driver when the parking brake is engaged.
- 1.6.2 Parking brake interlock – parking brake cannot be released until ignition switch is in “On” position and service brake pedal is applied.

BRAKES – ABS AIR SYSTEM

- 1.7.1 Four-wheel brakes, adequate at all times to control bus when fully loaded shall be provided.
- 1.7.2 Vehicles shall be equipped with a safety valve to protect against excessive air pressure.
 - 1.7.2.1 An illuminated air gauge on the instrument panel to register pressure in the air system.
 - 1.7.2.2 An audible and visual low-pressure indicator to warn the operator when the pressure falls below 60 pounds per square inch.
- 1.7.3 All air tanks shall be equipped with automatic electric heated drain valves.
- 1.7.4 Brake lines to be color-coded with quick-connect fitting.
- 1.7.5 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.
- 1.7.6 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.
- 1.7.7 AD-IP Cartridge type Bendix Westinghouse air dryer with heater in an easily accessible location.
- 1.7.8 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.
- 1.7.9 Rear air chambers to be mounted in front of rear axle.
- 1.7.10 Brake stoplight switch shall be air actuated.
- 1.7.11 Automatic adjustable front and rear slack adjusters.
- 1.7.12 Front and rear dust shield for air cam brakes.

BUMPER, FRONT

- 1.8.1 Refer to COMAR.

COOLING SYSTEM

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

DRIVE SHAFT GUARDS AND SHIELDS

- 1.10.1 Refer to COMAR.

ELECTRICAL (CHASSIS WIRING)

- 1.11.1 The chassis wiring system shall be of sufficient capacity to meet the electrical demand of the vehicle.
- 1.11.2 Voltmeter is required and shall have a capacity of no more than 18 volts.
- 1.11.3 Disconnect of 150 amperes minimum shall be installed between battery and body harness.
- 1.11.4 Extra wiring for accessory power connection and battery in electrical panel. (6) positions fused at 20 amps: (4) accessory power; (2) battery power.
- 1.11.5 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)
- 1.11.6 A complete wiring schematic diagram must be provided.
- 1.11.7 All wires shall be in wire loom.

ELECTRICAL (BODY)

- 1.12.1 Fuse panel with locking latch. Keyed the same as the battery door. (2) sets of keys provided.

ENGINE

- 1.13.1 Diesel, six cylinder in-line engine minimum of 220 HP with the capability of recalibrating to a higher HP.
- 1.13.2 Block heater – engine shall be equipped with a 750-watt engine block heater. The block heater shall include a socket receptacle mounted in center through the front bumper.
- 1.13.3 Noise reduction package – under the hood area and the side flaps shall be equipped with factory installed materials to reduce engine noise.
- 1.13.4 OEM (7) year warranty.
- 1.13.5 OEM after treatment warranty (7) year warranty.

EXHAUST SYSTEM

- 1.14.1 Exhaust pipe system must not interfere with optional storage compartment installation.
- 1.14.2 Tail pipe must be installed to exhaust from the left side (road side) under the bumper.

FRAME SIDE MEMBERS

- 1.15.1 Refer to COMAR.

FENDERS

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

FUEL SYSTEM

1.17.1 Tank

- 1.17.1.1 The fuel tank shall have a minimum capacity of 100 gallons and be on the right-hand side or left-hand side of the chassis rail or between frame rails as determined by the LEA.
- 1.17.1.2 A steel, 8"x8" fuel tank sender plate shall be provided to allow access for fuel gauge sending unit replacement.
- 1.17.1.3 Fuel tank must be undercoated.

1.17.2 Filters/Heater

- 1.17.2.1 Provide combination electric fuel heater, water separator and fuel filter. A heater working in conjunction with coolant system will not be acceptable.
- 1.17.2.2 Must be located in an easily accessible location for service.
- 1.17.2.3 Provide manual priming capability.

1.17.3 Fuel Filler Cap

- 1.17.3.1 Fuel filler cap must be attached to the fuel filler neck with a chain.

1.17.4 Fuel Filler Cap Door

- 1.17.4.1 Door over task tank filler pipe shall be non-locking, spring loaded and hinged to the front with thumb pull.

HOOD

- 1.18.1 Conventional hood shall be fiberglass full tilt type.

HORN

- 1.19.1 Bus shall be equipped with dual electric horns.

IGNITION

- 1.20.1 Provide a circuit breaker between the body and the chassis electrical system mounted under the hood and capable of being reset by the driver.
- 1.20.2 All ignition switches shall be master-keyed alike. LEA shall furnish their standard key code.
- 1.20.3 Ignition system shall be equipped with solenoid to permit automatic shutoff of the fuel system.
- 1.20.4 Manufacturer shall provide (5) sets of ignition keys per bus.

INSTRUMENT PANEL

- 1.21.1 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 | 10. Hour-meter |
| 2. Fuel gauge | 11. Diesel Exhaust Fuel Gauge (DEF) |
| 3. Oil pressure gauge | 12. Diagnostic messages |
| 4. Water temperature gauge | 13. Gear indicator |
| 5. Voltmeter | 14. Trip odometer |
| 6. Odometer | 15. Trip hours |
| 7. Transmission temperature gauge | 16. MPG |
| 8. Tachometer | 17. Distance to empty |
| 9. Air pressure gauge | |

Warning Lights, Switches and Alarms

- | | |
|---|--|
| 1. High water temperature warning light and buzzer. | 10. Low coolant indicator light and buzzer |
| 2. Low oil pressure warning light and buzzer. | 11. Low battery voltage light and buzzer |
| 3. Self-canceling directional signals. | 12. Low fuel light |
| 4. Low air pressure warning light and buzzer | 13. Low DEF light |
| 5. Emergency escape audible alarm. | 14. Hazard switch |
| 6. Warning light or buzzer for automatic transmission fluid temperature | 15. Parking light |
| 7. Wait to Start Light | 16. Headlight warning buzzer |
| 8. Upper beam headlight indicator | 17. Headlights on w/wipers |
| 9. Turn signal indicator light | 18. Hood warning lamp |
| | 19. Warning light and buzzer for parking brake not applied |

- 1.21.2 Instrument panel shall be non-reflective in color.

OPENINGS

- 1.22.1 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 grommeted.

SHOCK ABSORBERS

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

SPRINGS

- 1.24.1 Rated capacity of spring shall equal or exceed rating of respective axle.
- 1.24.2 Heavy duty single stage multi-leaf front and rear variable rate suspension to meet GVW and axle ratings.
- 1.24.3 All shackle and spring hanging bolts/pins shall have grease able fittings or euro-bushings.

STEERING

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

STEERING WHEEL

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

TIRE/WHEELS

- 1.27.1 Tires shall be 11R 22.5, tier one brand and tread design for buses without wheelchair lifts.
Front: Load Range G Endurance RSA (Goodyear); Rear: Load Range G G572 1AD (Goodyear)
- 1.27.2 Wheels shall be ten-hole hub-piloted type, painted black
- 1.27.3 Rims shall be 8 1/4 x 22.5 hub-piloted with two (2) hand holds.

TRANSMISSION, AUTOMATIC

- 1.28.1 Allison (PTS 2500), or equal, automatic – 5 speed, oil cooler and lines to meet engine and transmission manufacturer’s specifications for maximum cooling.
- 1.28.2 Transmission shall have gear shift button/selector mounted on the dash. Floor mounted not acceptable.
- 1.28.3 Transmission shall be filled with Transynd synthetic fluid from Allison. Permanent label identifying “Transynd” synthetic fluid only, near fill tube.
- 1.28.4 Transmission warranty shall be a seven (7) year unlimited mileage OEM warranty.

64/66 PASSENGER SCHOOL BUS - TYPE C

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

- 1.29.1 One two inch (2") white rubber aisle strip shall be installed between the two front barriers and one two inch (2") white rubber aisle strip 27" forward of the emergency door.
- 1.29.2 No seat or other object shall be so placed in bus as to restrict any part of passageway 24" forward of emergency door.
- 1.29.3 Aisle Position shall be "center" for balanced seating.

BACKUP ALARM (Ecco #575)

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

BODY

- 1.31.1 Provide a diagram at time of bid submission depicting dimensions of the bus, to include seat spacing.
- 1.31.2 Body side skirt shall extend to the approximate centerline of the axles.
- 1.31.3 The body side panels from under the windows to the bottom of the skirt must be 16 gauge.
- 1.31.4 Interior headroom shall be no less than 77".
- 1.31.5 (5) year body warranty from the date of in-service, unlimited mileage bumper to bumper.

BUMPER REAR

- 1.32.1 Refer to COMAR.

CHILD REMINDER SYSTEM

- 1.33.1 Bus shall be equipped with a child reminder system. Model shall be approved by LEA.
- 1.33.2 Post trip inspection monitor shall be key off controlled, with push button alarm disabled at rear of bus. Disarming time shall be programmable.

CONSTRUCTION

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

DEF TANK

- 1.35.1 Tank shall have a minimum 16.5-gallon capacity and frame mounted outside right rail.
- 1.35.2 Def filler door with non-locking latch.

DOORS

SERVICE DOOR

- 1.36.1.1 Air operated or electric door shall be an option provided as no extra charge at the customer's discretion.
- 1.36.1.3 Door control mechanism shall be located overhead of door and concealed behind a removable panel.
- 1.36.1.4 Shall be outward type door only.
- 1.36.1.5 Service door shall have a minimum horizontal opening of 24 inches and minimum vertical opening of 68 inches.
- 1.36.1.6 Manually operated, service door shall be equipped with heavy duty chrome or powder coated door control and rod.
- 1.36.1.7 Outside service door switch is required. Outside service switch when used to open the doors shall activate the interior and step-well lights.

EMERGENCY DOOR AND EXITS

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

ELECTRICAL

- 1.37.1 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.
- 1.37.2 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

- 1.38.1 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

- 1.39.1 Floor covering, seating and other interior accessory colors must match/color coordinate.
- 1.39.2 The floor covering shall be one continuous piece from front to rear. **Splicing is unacceptable.**

- 1.39.3 Metal cover molding shall be installed along side wall and rear body wall.
- 1.39.4 Aisle joint molding shall be constructed of aluminum and installed over all seams where aisle covering meets floor covering.
- 1.39.5 Sub-flooring shall be of 5/8" marine grade plywood.
- 1.39.6 Aisle – 3/16" ribbed rubber
- 1.39.7 Under seat – 1/8" smooth rubber under seats, wheel wells and in driver's area.

HANDRAILS(GRAB RAIL)

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

HEATER-DEFROSTER

- 1.41.1 Each bus shall be equipped with three independently controlled 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.
- 1.41.2 Front – 140,000 BTU (minimum 50,000 BTU on right) heater to include full width windshield defroster.
- 1.41.3 Rear – 70,000 BTU rear heater behind the rear wheel well on the left side mounted under seat.
- 1.41.4 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.
- 1.41.5 Two (2) brass shut-off valves lever type with 90-degree rotation of the handle shall be supplied in the engine compartment to restrict heater operation.
- 1.41.6 A shut off valve shall be accessible by the driver from their seat. An electronically controlled shut-off valve is acceptable.
- 1.41.7 Integrated air conditioner with heater/defroster. Minimum BTU shall be 50,000 cooling.

IDENTIFICATION – LETTERING (Block Style)

- 1.42.1 Lettering shall meet National, State and Local requirements as to type, size, color, locations and wording
 - 1.42.1.1 Each side of the school bus shall be lettered with 6"H x 1" W letters – **FREDERICK COUNTY SCHOOLS**.
 - 1.42.1.2 The number of each bus, as assigned by FCPS, shall be 6" H x ¾" W (1" is acceptable) and placed on the right front cowl and left front cowl. The number shall be placed on the rear in the license plate area. Numbers placed on the corners of the bus body are not acceptable. Numbers are to be placed on each side of the bus under the vertical support between the 1st and 2nd passenger windows.
 - 1.42.1.3 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.
 - 1.42.1.4 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".
 - 1.42.1.5 Emergency Exit shall be lettered above the exits as required by law. Letter shall be 2" H x 3/8" stroke.
 - 1.42.1.6 Lettering "SCHOOL BUS" on front and rear shall be 8" reflective.
 - 1.42.1.7 Header lettering "Watch Your Step" shall be 1" black placed above windshield.
 - 1.42.1.8 Stepwell letters, "Watch Your Step" shall be 2.5" black and placed behind door on step riser.
 - 1.42.1.9 A black, 1" decal shall be placed on DEF Filler Door – "DEF Only".
 - 1.42.1.10 No lettering on rivets or seams.
 - 1.42.1.11 No logo on mud flaps.
 - 1.42.1.12 Number on the front bumper shall be yellow.

INTERIOR PANELS

- 1.43.1 Modesty panel installed below front barriers
- 1.43.2 Interior trim panels shall be provided from bottom window line to seat rail and shall be unpainted, embossed, aluminized steel. (Aft of Driver / Aft of Entrance Door)

LIGHTS

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

1.44.1 Interior:

- 1.44.1.1 Minimum eight (8) LED interior lamps.
- 1.44.1.2 One (1) LED lamp in step-well area.
- 1.44.1.3 One (1) LED dome lamp in driver's area, with separate switch.
- 1.44.1.4 One (1) LED above rear emergency exit door.

1.44.2 Exterior:

- 1.44.2.1 Two (2) LED 7 inch combination tail and stop lights.
- 1.44.2.2 Two (2) LED 4 inch combination tail and stop lights.
- 1.44.2.3 One (1) LED license plate light, mounted on left rear side.
- 1.44.2.4 Two (2) LED 7 inch clear backup lights.
- 1.44.2.5 Two (2) LED 7 inch amber rear directional signals.
- 1.44.2.6 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.
- 1.44.2.7 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.

1.44.3 LED school warning lights and audible backup alarm:

- 1.44.3.1 School warning lights: To be LED, red and amber, 7-inch diameter with visors.

- 1.44.3.2 Must have two-mode capability (steady burn; strobing flash @ 10.4 flashes per second). Mode to be determined by LEA.
- 1.44.3.3 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).
- 1.44.3.4 Override switch shall operate with master switch in on or off position.
- 1.44.3.5 Warning light flasher: Weldon 7000 Sound-Off, or operated through body control microprocessor.

MIRRORS

1.45.1 Exterior (Rosco Open View)

- 1.45.1.1 Exterior side view remote adjustable mirrors are required. Right side mirror must be visible through front windshield while operator is in normal seated position.
- 1.45.1.2 All exterior mirrors shall be electrically heated with 15–20-minute timer.
- 1.45.1.3 Cross over mirrors (quadrispherical type) shall be mounted on the left and right front fender (meets FMVSS-111). (Rosco Mini Hawk Eye).
- 1.45.1.4 All exterior fasteners to be of stainless steel.
- 1.45.1.5 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.
- 1.45.1.6 All heated mirrors will operate off of one switch with a pilot light to indicate when the heating elements are turned on.

1.45.2 Interior

- 1.45.2.1 Interior clear view mirror shall be 6" x 30"
- 1.45.2.2 Interior mirror shall be unheated.
- 1.45.2.3 Mirror shall be of laminated plat safety glass and shall have rounded corners and protected edges made of non-glare materials.
- 1.45.2.4 Frame shall be metal, have round corners and edges which shall be padded.
- 1.45.2.5 Mirror is to be adjustable without the need for tools.

NOISE REDUCTION PACKAGE

- 1.46.1 Acoustic headliner shall be installed throughout the entire passenger compartment
- 1.46.2 Manufacturer shall supply noise reducing insulation package to include engine cover, firewall, roof, sides and bulkhead.
- 1.46.3 Omit step-well reduction package

PAINT/COLOR

- 1.47.1 Chassis frame and chassis components are to be painted to inhibit rust/corrosion. Paint color shall be black.
- 1.47.2 Exterior bus color shall be standard school bus yellow. Roof shall be white.
- 1.47.3 Grille shall be school bus yellow material identical to hood unless grille is chrome.
- 1.47.4 Interior body color shall be white

PEDALS

- 1.48.1 Adjustable brake/accelerator pedals shall be provided.

RADIO/PA SYSTEM:

- 1.49.1 AM/FM/CD radio with PA system, flush-mounted, with four (4) channels, rated at 30 Watts minimum per channel.
- 1.49.2 Integral digital clock.
- 1.49.3 Minimum six (6) speakers, flush mounted in roof, evenly spaced throughout bus interior.
- 1.49.4 Speakers must be compatible with output of radio and PA system.
- 1.49.5 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.
- 1.49.6 Integral PA system with microphone. Microphone shall be equipped with volume control.
- 1.49.7 Location of microphone holder to be determined at time of pilot bus inspection.
- 1.49.8 PA system to operate through all 6 speakers.
- 1.49.9 Radio play to be automatically interrupted when microphone is activated.

RUB RAIL

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

SEATS & INTERIOR

- 1.51.1 Fire-block upholstery. Fabric shall be **Brown**
- 1.51.2 Driver's seat: Magnum 200
 - 1.51.2.1 High back, suspension
 - 1.51.2.2 Three-point combination lap/shoulder belt (orange color), with height-adjustable shoulder belt (minimum 16 inch vertical adjustment).
 - 1.51.2.3 Right-side fold down arm rest (left side not required).
 - 1.51.2.4 Lumbar support required.
 - 1.51.2.5 Knee action seat prohibited
- 1.51.3 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.
- 1.51.4 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

- 1.52.1 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.
- 1.52.2 Three (3) step (or four (4) step) entrance shall be provided.
- 1.52.3 Three (3) step (or four (4) step) entrance covered with proforma coating with black slip resistant pebble tread and white nosing. Rubber steps are not acceptable.
- 1.52.4 Step-wells shall be constructed of rust resistant material.
- 1.52.5 Step-well heater shall be provided.

STORAGE COMPARTMENT

- 1.53.1 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.
- 1.53.2 Compartment shall include (1) USB-A Port and (1) USB-C Port.

STOP ARM (Specialty 2980)

- 1.54.1 Air operated octagon-shaped, with strobing LED lights visible front and rear, shall be activated in conjunction with flashing warning light switch.
- 1.54.2 Fasteners must be stainless steel.

STROBE LIGHT (ECCO 6550C)

- 1.55.1 Flashing White Strobe Light
 - 1.55.1.1 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).
 - 1.55.1.2 Shall have a single clear lens emitting 360 degrees around its vertical axis with a minimum 10-jewel light power.
 - 1.55.1.3 Strobe light shall operate whenever 8-light warning system is in use.

SWINGOUT CROSSING GATE

- 1.56.1 Air operated and activated in conjunction with the stop arm.
- 1.56.2 Right front bumper mounted.
- 1.56.3 Control assembly located rear of front bumper.

SUN SHIELD

- 1.57.1 Interior adjustable, transparent sun visor at least 6"x30" shall be installed above the windshield on the driver's side.

UNDERCOATING

- 1.58.1 Complete underbody including floor/stepwells/sides, wheel wells and fuel tank shall be fully undercoated.

WINDSHIELD WIPERS

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

WINDSHIELD AND WINDOWS

- 1.60.1 Driver sliding sash assembly shall be supplied.
- 1.60.2 The upper portion of the windshield is to be tinted to the maximum allowable percentage under Maryland law.
- 1.60.3 There shall be a minimum of (4) vertically hinged side push out windows (two (2) on each side).
- 1.60.4 All bus body windows to be tinted to the maximum allowable percentage under Maryland law.

OPTION:

OUTSIDE STORAGE/LUGGAGE COMPARTMENT

- 1.61.1 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. Five (5) sets of keys shall be provided.

SPECIAL CONDITION SPECIFICATIONS
48 PASSENGER SCHOOL BUS WITH FLAT FLOOR, WHEELCHAIR LIFT AND AIR CONDITIONING - TYPE C
64/66 PASSENGER SCHOOL BUS - TYPE C

WARRANTIES:

- 4.1.1 General: Vendor shall assure that all manufacturers and sub-contractors' guarantees and warranties apply and shall be submitted in writing and accompany the bid response.
- 4.1.2 Warranty: the following minimum warranty levels shall apply regardless of manufacturer including any and all labor, parts and workmanship.
- 4.1.3 **Chassis and Body:** Five (5) years from the date of in-service, unlimited mileage bumper to bumper.
- 4.1.4 **Engine:** Seven (7) years from date of in-service, unlimited mileage complete engine including engine electronics. Warranty will repair or replace any internally lubricated part or parts including the fuel injection pump, injectors, and water pump. Warranty shall also include all engine electronics components, glow plugs, glow plug relay and harness, harnesses and connectors, engine control systems, IDM, ECM, power relays, injectors, connectors, all engine sensors, and all engine modules. Towing of vehicle will be paid by successful bidder under warranty terms for warranty work at appropriate repair location.
- 4.1.5 **Transmission:** Seven (7) 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.
- 4.1.6 **ABS Brakes:** Five (5) years from in-service date, unlimited mileage. Warranty will repair or replace all electronic components, including brake valves and tone rings for ABS system.
- 4.1.7 **Other Major Components:** Five (5) 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:
 - 4.1.7.1 Driveline, rear axle and differential (except brakes, axle shaft, controls), front axle assembly (except brakes), and cross member, brackets, suspension (except pins and brushings) and radiator. Air Compressor, Power Steering, Pump, starter, air charge cooler, 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.
 - 4.1.7.2 Towing of vehicle will be paid by successful bidder under warranty terms for warranty work at appropriate repair location.
 - 4.1.7.3 The successful contractor(s) shall provide authorization to perform warranty reimbursement work that shall include, but not limited to reimbursement for parts and labor.
- 4.1.8 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.
- 4.1.9 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 manufacturer's "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.

PARTS AND SERVICE MANUALS:

- 4.2.1 Electronic access shall be provided for all parts and service manuals. Service manuals shall include chassis, body, engine, brakes and any other major components not specifically addressed in chassis or body manual
- 4.2.2 Electronic access to manufacturer's service information database shall be made available to the Board at no additional cost.
- 4.2.3 The manufacturer's service information database shall provide access to parts, wiring, schematics, vehicle repair, and diagnostic support (i.e. Online-ISIS (Intl), Thomas/Freightliner/Detroit (engines), Thomas Body, etc.) and shall be the most recent Dealership/Fleet format available and any updates for and throughout the bus life or 12 year period
- 4.2.4 Electronic access shall be provided for a minimum of (5) usernames or licenses.

TITLE AND REGISTRATION:

- 4.3.1 It is the responsibility of the successful vendor to pay title and registration fees.
- 4.3.2 Buses must be delivered with temporary license plates.
- 4.3.3 Title applications(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.
- 4.3.4 The successful vendor will make application for title and tags and pay any/all associated fees.

SERVICE:

- 4.4.1 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)
- 4.4.2 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.
- 4.4.3 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.

Training:

- 4.5.1 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, and multiplex wiring provided.
- 4.5.2 Training shall take place at a LEA designated facility and will consist of a minimum of eight hours of training.
- 4.5.3 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.
- 4.5.4 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:

- 4.6.1 Complete Chassis Lubrication.
- 4.6.2 Pre-delivery inspection and service on chassis.
- 4.6.3 All fluid levels to be checked and topped off.
- 4.6.4 Vehicle is to be washed, including the interior of the vehicle.
- 4.6.5 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.
- 4.6.6 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.
- 4.6.7 Buses must be delivered with temporary license plates.

RFP 24T2, SCHOOL BUSES
FORM OF PROPOSAL

In compliance with the request for proposal, the undersigned agrees to provide school buses in strict accordance with the specifications at the following prices:

	Bid Price
Base Bid - 48 Passenger School Bus with Flat Floor, Wheelchair Lift and Air Conditioning - Type C	\$ _____
<p style="margin-left: 40px;">Make/Model: _____</p> <p style="margin-left: 40px;">Production Year: _____</p>	
Base Bid - 64/66 Passenger School Bus - Type C	\$ _____
<p style="margin-left: 40px;">Make/Model: _____</p> <p style="margin-left: 40px;">Production Year: _____</p>	
<u>Options:</u>	
Outside Storage/Luggage Compartment	\$ _____
Three (3) Point Seatbelt	\$ _____
Back-up Spotlight	\$ _____
Back-up Camera	\$ _____
First Piece Inspection for LEA representatives @ factory w/all expenses borne by vendor	\$ _____
Authorized Service Center: _____ Address: _____ _____ Contact Name/Number: _____ _____	

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	_____

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: _____

FREDERICK COUNTY PUBLIC SCHOOLS

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 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

