

HARFORD COUNTY PUBLIC SCHOOLS
102 South Hickory Avenue, Third Floor, Room 310
Bel Air, Maryland 21014

BID INFORMATION

Bid Title: **School Buses**

Bid #: 10-DGH-024

Bid Opening: January 21, 2010

Time for Bid Opening: 2:30 P.M.

Place of Bid Opening: Purchasing Office
Harford County Public Schools
Administration Building, 3rd Floor (Hand Carry Here)
102 South Hickory Avenue
Bel Air, Maryland 21014

Bid Mailing Address: Purchasing Office
Harford County Public Schools
Administration Building, 3rd Floor (Mail Bids Here)
102 South Hickory Avenue
Bel Air, Maryland 21014

Purchasing Agent: Mr. Donald A. Gunther
Purchasing Agent
410.638.4339
410.638.4304 Fax

Purchasing Assistant: Jennifer Horner
410.809.6044

Bid Bonds: Bid and Performance Bonds are not required.

Timely Delivery of Documents: Vendors are reminded that not all special delivery carriers guarantee delivery to zip code 21014, Bel Air, Maryland prior to 2:30 P.M., the time of the bid opening, on the date delivery is promised. It is suggested that bidders verify the limits of guaranteed delivery with the selected special delivery carrier. Bids should be labeled **#10-DGH-024 – School Buses**” and directed to the Purchasing Office – 3rd Floor.

FEDERAL EXPRESS DOES NOT GUARANTEE DELIVERY PRIOR TO 4:00 P.M.

LATE BIDS WILL NOT BE ACCEPTED

Anti-discrimination Statement

The Harford County Public School System does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, or disability in matters affecting employment or in providing access to programs. Inquiries related to the policies of the Board of Education of Harford County should be directed to the Manager of Communications, 410.588.5203.

Board of Education of Harford County, Maryland

**Purchasing Department
102 South Hickory Avenue
Third Floor, Suite 310
Bel Air, MD 21014**

General Terms and Conditions (Supplies and Equipment)

Instructions to Bidders and Offerors

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1. Receipt and Opening of Bids/Proposals

Sealed bids/proposals for the requirements identified in the attached statement of work and detailed specifications, as required by the Board of Education of Harford County will be opened at the time and date so specified. Unless otherwise indicated, bids and proposals will be opened in the Purchasing Department, 102 South Hickory Avenue, Third Floor, Suite 310, Bel Air, MD 21014. Bidder/Offerors must submit their bids/offers in a sealed envelope to the attention of the Purchasing Department. The envelope must state "Bid/Proposal Enclosed". **Late bids/proposals will not be accepted under any circumstances.** The Board of Education reserves the right to reject any or all bids/proposals, and/or waive technical defects if, in its judgment the interests of the Board shall so require. Bids/Proposals may be withdrawn before the scheduled time of opening. Withdrawal is not permitted after the bids/proposals are opened.

2. Award or Rejection of Bids / Proposals

The contract will be awarded to the lowest responsive and responsible bidder/offeror. All bid and proposal documents will become the property of the Board of Education. Bids/Proposals must be submitted in duplicate.

The Board of Education also reserves the right to reject the bid/proposal of firms who have demonstrated performance deficiencies or who have previously failed to perform properly or complete on time other Board contracts.

The Board of Education also reserves the right to reject the bid/proposal of bidders/offerors pursuant to Section 5-112 of the Education Article of the Annotated Code of Maryland.

The Board reserves the right to award a contract within sixty (60) days from the date of opening and all pricing must remain firm during that period and until the time of award. Tabulations and bid abstracts will not be provided.

3. Reservations and Annulments

- A. HCPS reserves the right to reject any or all proposals and readvertise for other bids.
- B. HCPS reserves the right to waive technical defects within submittals.
- C. HCPS may conduct any investigation to determine the ability of the bidder/offeror to perform the work, and the bidder/offeror shall furnish to the HCPS all such information and data requested. HCPS reserves the right to reject any proposals if in its opinion as a result of its inquiry the bidder is not properly qualified to carry out the obligations of the contract.
- D. Conditional proposals will not be accepted.
- E. HCPS reserves the right to terminate any contract, if in its opinion there shall be a failure at any time to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon HCPS, materials, products and/or workmanship inferior to that required by the awarded bidder, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of HCPS to damages for the breach of any covenant of the contract by the awarded bidder.
- F. Should the contractor fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, HCPS reserves the right to purchase the required articles on the open market, or to complete the required work at the expense of the contractor, and to withhold on the open market, or to complete the required work at the expense of the contractor, and to withhold all money that may be due or may become due on order to mitigate its damages in accordance with law.
- G. Contractors and any of its sub-contractors, shall advise the HCPS of its intention to use any employees that are hired or obtained from any penal, pre-release or work release program. In the event that such employees are used, notification to HCPS shall include the name and violation for each individual. The

use of these employees must receive the prior approval of the HCPS. The contractor shall take reasonable precautions when selecting such individuals and provide strict supervision and proper safeguards. Contractor's employees are not permitted inside school buildings when the nature of the contract is for outside work.

4. **Compliance with Specifications**

The contractor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications, as decided by HCPS, and as described herein. Deviations, exceptions, alternates, etc., may render the bid/offer as non-responsible.

5. **Deviations**

Any deviations to the specifications or statement of work must be clearly noted in detail by the bidder/offeror, in writing at the time of submittal of the formal bid/proposal. Any deviations from the specifications as written is ground for rejection of the material, equipment and or services when delivered and performed.

6. **Waiver of Technicalities**

Minor differences in the specifications or other minor technicalities may be waived at the discretion of the Supervisor of Purchasing or upon recommendation to the Board of Education.

7. **Omission of Specifications**

The omission of any specification or details of any specification which would normally apply to the products, services or construction described herein, shall not relieve the bidder/offeror from fulfilling those required specifications needed to provide an end product or service best suited to the intended purpose of this contract as determined by the Supervisor of Purchasing.

8. **"Or Equal" Clause**

Whenever a material or article required is specified or shown on the plans or specifications by using the name of a particular or proprietary product or of a particular manufacturer or vendor, any material or article which meets or exceeds the general design or performance requirements may be considered as equal to what is so specified subject to evaluation and final acceptance. Any alternates or the submission of "or equal" items must receive final approval from the HCPS.

9. **Contractor's Obligation**

The contractor shall and will, in good and professional manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract and any and all supplemental plans and drawings, and in accordance with the directions of the Board of Education as given from time to time during the progress of the work. The contractor shall observe, comply with and be subject to all terms, conditions, requirements and limitations of the contract and specifications and shall do, carry on and complete the entire work to the complete satisfaction of the Board of Education.

10. **Multi-Agency Procurement**

HCPS reserves the right to extend the terms and conditions of this contract to any and all other public agencies and school districts. This is conditioned upon the contractors' approval and all purchase and payment transactions will be made directly between the contractor and the requesting public agency. HCPS assumes no obligation on behalf of any other agency.

11. **Termination for Default / Convenience**

A. The Board of Education reserves the right to terminate any contract if in its opinion there shall be a failure at any time to promptly and faithfully perform any of its terms.

- B. Any cost and/or expense incurred under this section above shall be deducted from and paid by the Board of Education out of such monies as may be due or become due to the contractor, if the same had been completed by the Contractor, it or its surety shall pay the amount of any excess to the Board of Education.
- C. The performance of work under this contract may be terminated by the Board of Education in accordance with this clause in whole or in part, whenever the Supervisor of Purchasing shall determine that such termination is in the best interest of the Board of Education. Any such termination shall be effected by mailing to the Contractor a Notice of Termination specifying the extent to and conditions under which performance of work under the contract is terminated and the date upon which such termination becomes effective. Upon termination of this contract in accordance with this section, the Contractor may be entitled to an equitable adjustment.

12. **Bill of Lading / Delivery Tickets**

- A. All deliveries shall be accompanied by a delivery ticket or packing slip containing the following information for each item delivered: purchase order number, description/name of article, item number, quantity and vendor name.
- B. All bills of lading will clearly indicate the name of the contractor/bidder/offeror.
- C. Failure to comply with the above may be sufficient reason for rejection of shipment.

13. **Political Contribution Disclosure**

Contractor shall comply with the provisions of Article 33, Section 30-1 through 30-4 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases or other agreements with the State of Maryland, including agencies or political subdivisions of the State, during the calendar year under which the person receives in the aggregate \$10,000 or more, shall, on or before February 1 of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$100 to a candidate for elective office in any primary or general election.

14. **Nondiscrimination**

The contractor shall not discriminate against any person on the basis of race, creed, color, national origin, religion, sex, age, marital status or mental or physical handicap in connection with performance of this contract. The contractor shall comply fully with all provisions of Executive Order 11246, as amended; the Rehabilitation Act of 1973; and the Vietnam Veteran's Readjustment Act of 1974. For assistance or questions regarding compliance contact: U.S. Department of Labor at (410) 962-3572.

15. **Governing Law**

Any contract resulting from this solicitation is subject to and will be construed and interpreted under the laws of the State of Maryland.

16. **Indemnification**

To the fullest extent permitted by law, the Indemnitor shall indemnify, defend and hold the Indemnitee and its employees, agents, officials or volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities including without limitations, attorney's fees arising out of or related to the Indemnitor's occupancy or use of the Indemnitee's premises or operations incidental thereto, provided that any such claim, loss, damage, expense, cause of action or liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from. Indemnitor expressly indemnifies indemnitee for the consequences of any negligent act or omission of the Indemnitor or any of the Indemnitor's employees, agents, officials or volunteers or anyone for whose acts the Indemnitor may be liable, unless such act or omission constitutes gross negligence or willful misconduct.

17. **Safety**

The contractor shall provide all equipment and machinery furnished and delivered to HCPS complying with the safety regulations as required by OSHA and the Maryland State Safety Health Act known as MOSHA meeting the CFR-1910 MOSHA Standard.

Material Safety Data Sheets shall be submitted for all supplies, materials, equipment or any other substances furnished and/or installed under this proposal in accordance with the OSHA Hazardous Communication Standard

29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal or location regulation. The contractor, when required, must submit MSDS sheets to each school or facility that receives any such supplies, materials, equipment or any other substances furnished and/or installed by the contractor.

18. Language/Gender

Bidder, proposer, offeror and contractor all have the same meaning and may be used interchangeably. When used, HCPS means the Harford County Public Schools and Board means the Board of Education of Harford County.

19. Taxes

No charge will be allowed for federal, state or municipal sales and excise taxes from which the HCPS is exempt. The price bid shall be net and shall not include any tax. Exemption certificates, if required, will be furnished on forms provided by the bidder. HCPS is specifically exempt from retail sales tax under Maryland Certificate 3000120-1. The Board of Education of Harford County, Maryland is a political organization of the State of Maryland under the "Code of Maryland – Title 13A". The International Revenue Code Section 501© specifically exempts political organizations from Federal Income Tax. Harford County Public School's Maryland Federal Tax ID is #52-6000955.

20. Drug, Tobacco, Alcohol

All HCPS properties are "drug, tobacco and alcohol free zones" as designated by local and state laws. Neither the Contractor or their employees or subcontractors are permitted to have any drugs, tobacco or alcohol product on HCPS property. Use or possession of such items on HCPS property will result in immediate termination of the contract.

21. Contract

The bid with respect to all items accepted, addenda, agreements and all papers and documents accompanying the same, including these general and special conditions shall constitute the formal contract between the bidder/offeror and the HCPS.

22. Right of Selection

The HCPS reserves the right to accept this bid/offer by items or as a whole or lump sum. The HCPS also reserves the right to increase or decrease the estimated quantities by not more than 20%. The HCPS reserves the right to reject any and all bids/offers/proposals which comply with these specifications or to accept a higher bid which complies, provided that, in the judgment of the HCPS the bid offered under the higher bid is in the best interest of HCPS and the additional price can be justified.

23. Insurance

Please review in detail the insurance requirements contained in the attached document. These requirements are recommended by the Maryland Association of Boards of Education Group Insurance Pool. Please have your insurance agent/company review these insurance requirements prior to submitting a bid or offer. Failure to comply with these insurance requirements may render the bid/offer as non-responsive.

24. Minority Business Enterprise Participation

Minority participation is encouraged on all contracts and non-minority prime contractors are encouraged to use minority sub-contractors. Specific requirements may apply to certain bids when State of Maryland School Construction Program funds are utilized. When applicable, a special section in the bid documents will be included as "Minority Business Enterprise Procedures-State Funded Public School Construction Projects". When this requirement is included in the bid documents the required certificate, waiver forms, schedule for participation forms must be submitted and failure to submit may result in a determination that this bid is non-responsive. If the contractor is deemed the apparent low bidder the Minority Business Enterprise documentation described in the bid documents must be submitted within 10 working days of receiving notification of potential award.

Award of contracts over \$25,000 shall be awarded to the lowest responsible bidder who confirms to the specifications with consideration given to: (I) the quantities involved, (II) the time required for delivery, (III) the purpose for which required, (IV) the competency and responsibility of the bidder, (V) the ability of the bidder to

perform satisfactory service, and (VI) the plan for the utilization of minority contractors. (Ref. Senate Bill 202, Section 5-112-Education Article, Sub. C, effective 7-1-00)

25. **Labor and Rates of Pay**

The successful bidder/offeror agrees that it shall abide by all applicable provisions of federal and state law and regulation pertaining to workplace conditions, child labor and that all employees will be treated with dignity and respect.

26. **Wages/Pay**

The successful bidder agrees to comply with all applicable federal and state law and regulation relating to payment of wages.

27. **Billing and Payment**

Each invoice shall list the purchase order number or contract number of the Board of Education and the items on the invoice shall be listed in the same order as on the purchase order. Invoices must be submitted in triplicate. The original and one copy shall be submitted to the Accounts Payable Office, 102 S. Hickory Avenue, Bel Air, Maryland 21014 and a duplicate should be sent with the material to the person, school or office who ordered the material.

28. **Employment of Child Sex Offenders**

Maryland Law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722© & (D) of the Criminal Procedure Article of the 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 person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding \$5,000 or both.*"

If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Contractor, the Contractor is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any Harford County Public School property, including the project property. Violation of this provision may result in Termination for Cause as defined in the Amendments to the General Conditions, Article 14.2.1.2.

29. **Dispute Resolution**

Alternate Dispute Resolution (ADR) is the agreed method for resolving disputes that may result from the contractual relationship arising in reference to this bid, proposal and subsequent agreement. If a resolution of the dispute can not be reached through an agreed ADR method, the parties reserve the right to settle the dispute by appropriate judicial means.

30. **Use of Illegal Immigrant Labor**

The use of illegal immigrant labor to fulfill contracts solicited by Harford County Public School is in violation of the law and is strictly prohibited. Contractors 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.

Harford County Public School System – Maryland

Insurance Requirements for Supply Contracts

1. General Insurance Requirements

- 1.1 The Vendor shall not commence any supply, delivery or installation of any products or materials purchased by the Board of Education of Harford County (the Board) under this Contract until the Vendor has obtained at the Vendor's own expense all of the insurance as required hereunder and such insurance has been approved by the Board; nor shall the Vendor allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Vendor. Approval of insurance required of the Vendor will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.
- 1.2 Insurance as required hereunder shall be in force throughout the term of the Contract and, in accordance with 2.1.1.iii., for two years after final payment by the Board under this Contract. Original certificates signed by authorized representatives of the insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract and for two years after final payment by the Board under this Contract.
- 1.3 The Vendor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employers liability insurance to the same extent required of the Vendor in 2.1.1, 2.1.2 and 2.1.3 unless any such requirement is expressly waived or amended by the Board in writing. If any Subcontractor is storing, transporting, and/or delivering the products or materials purchased by the Board under this Contract, the Vendor shall require such Subcontractor(s) to maintain during the term of the Contract transportation (cargo) insurance and employee dishonesty insurance to the same extent required of the Vendor in 3.1 and 3.2. The Vendor shall furnish Subcontractors' certificates of insurance to the Board immediately upon request.
- 1.4 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Board.

Therefore, the phrases "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.
- 1.5 No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Vendor from any liability or obligation imposed upon the Vendor by the provisions of this Contract.
- 1.6 If the Vendor does not meet the insurance requirements of this Contract, the Vendor shall forward a written request to the Board for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Board denies the request, the Vendor must comply with the insurance requirements as specified in this Contract.
- 1.7 All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.
- 1.8 Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Vendor, and are subject to Board's written approval. Any deductible or retention amounts elected by the Vendor or imposed by the Vendor's insurer(s) shall be the sole responsibility of the Vendor.

- 1.9 Any and all return premiums and/or dividends for insurance or coverage directly charged to the Board by the Vendor in connection with this Contract shall belong to and be payable to the Board.
- 1.10 If the Board is damaged by the failure or neglect of the Vendor to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Vendor shall bear all reasonable costs properly attributable thereto.

2. **Vendor's Liability Insurance**

2.1 The Vendor shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:

2.1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$1,000,000	Each Occurrence;
\$1,000,000	Personal and Adv Injury;
\$2,000,000	General Aggregate; and
\$2,000,000	Products/Completed Operations Aggregate

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Liability arising from products and completed operations with such coverage to be maintained for two years after final payment by the Board under this Contract; and
- iv. Contractual liability protection for the Vendor from bodily injury and property damage claims arising out of liability assumed under this Contract.

2.1.2 Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and
- ii. Automobile contractual liability.

2.1.3 Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

\$100,000	Each accident for bodily injury by accident;
\$100,000	Each employee for bodily injury by disease; and
\$500,000	Policy limit for bodily injury by disease.

2.1.4 Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

(\$5,000,000)	Per occurrence;
(\$5,000,000)	Aggregate for other than products/completed operations and auto liability; and
(\$5,000,000)	Products/completed operations aggregate.

And including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employers liability

- 2.1.5 The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Vendor's commercial general liability insurance and umbrella excess or excess liability insurance policies, if any, with respect to liability arising out of the products and/or materials, their installation or delivery, or related services provided under this Contract by Vendor. Such coverage shall extend to cover the additional insured(s) for liability arising out of the following:
- i. On-going operations;
 - ii. Board's general supervision of installation, delivery and/or other services as provided by the Vendor under this Contract; and
 - iii. Products and completed operations.

The commercial general liability policy and the umbrella excess liability or excess liability policies, if required herein, must include additional insured language, which shall afford liability coverage for all of the exposures listed above in i., ii. and iii., as follows:

"This policy is amended to include as insured Board and Board's elected and appointed officials, officers, employees and authorized volunteers, but only for liability arising out of "your product" or "your work" for Board by or for you."

Special Notes: ISO forms CG 2009 and CG 2010 entitled "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization" (previously Forms A and B respectively) are NOT ACCEPTABLE. A manuscript endorsement with the above wording is required.

- 2.1.6 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers under any Vendor's liability insurance of self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Vendor's liability insurance policies required herein.)
- 2.1.7 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and its elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance of self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.
- 2.2 If any liability insurance purchased by the Vendor has been issued on a "claims made" basis, the Vendor must comply with the following additional conditions:
- i. The Vendor shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment by the Board under this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or
 - ii. The Vendor shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the expiration or termination date of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.

3. Vendor's Property Insurance

- 3.1 The Vendor (or Subcontractor) storing, transporting and/or delivering the products or materials purchase by the Board under this Contract shall purchase and maintain transportation (cargo) insurance on incoming goods in its care, custody or control, while such property is being loaded, is in transit, is being unloaded and until such time property is set at its final destination.

Such insurance shall value incoming goods in transit at the amount of the selling invoice plus prepaid or advanced freight charges. Property not under invoice shall be valued at the cost to repair or replace the lost or damaged incoming goods. Such insurance shall be written at per conveyance and per occurrence limits equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this Contract or at other limits acceptable to the Board.

- 3.2 The Vendor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall purchase and maintain blanket employee dishonesty insurance, which shall pay for loss of the products or materials purchased by the Board under this Contract when caused by the dishonest acts of the Vendor's (or subcontractor's) employees, at a limit equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this Contract or at another limit acceptable to the Board.
- 3.3 The Vendor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall be responsible for payment of any deductibles applicable under this transportation insurance, employee dishonesty insurance or other property insurance applicable to the incoming goods.

4. **Indemnification**

To the fullest extent permitted by law, Vendor agrees to defend, indemnify, pay on behalf of and save harmless the Board of Education of Harford County, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys' fees and all other costs connected therewith, arising out of or connected to the supply, delivery or installation of any products or materials provided by Vendor under this Contract.

5. **Waiver of Subrogation**

To the fullest extent permitted by law, the Vendor and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Harford County for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the supply, delivery or installation of any products or materials provided by Vendor under this Contract. Vendor specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered while working on behalf of the Board as an independent contractor. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Vendor shall advise its insurers of the foregoing.

6. **Acknowledgment of Vendor's Independent Contractor Status and no Coverage For Vendor Under Board's Workers Compensation Coverage**

Vendor hereby acknowledges its status as an independent contractor while supplying, delivering or installing products or materials on behalf of the Board and that the Board's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Vendor or its employees during the Vendor's provision of goods or services to the Board. To the fullest extent permitted by law, the Vendor specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered during the Vendor's provision of goods or services as an independent contractor for the Board. Such waiver shall apply regardless of the cause of original of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Vendor shall advise its insurers of the foregoing.

7. **Damage To Property of The Vendor And Its Invitees**

To the fullest extent permitted by law, the Vendor shall be solely responsible for any loss or damage to property of the Vendor or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Board.

HARFORD COUNTY PUBLIC SCHOOLS

Dr. Robert Tomback, Superintendent

102 South Hickory Avenue, Bel Air, MD 21014

**CERTIFICATION REGARDING U.S. GOVERNMENT
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR, part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

- (1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Agency/Organization Representative

Signature

Date

Agency/Organization

Above certification instituted by the U. S. Department of Education for all grantees and subgrantees as of fiscal year 1990.

ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that:

- 1. I am the _____ and the duly authorized representative of the firm of whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
- 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 directly involved in obtaining contracts with the state or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1977, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government.
- 3. (State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any.) _____

I acknowledge that this affidavit is to be furnished to the requesting agency, to the Secretary of Budget and Fiscal Planning of Maryland, and where appropriate, to the Board of Public Works and the Attorney General under '16-202, S.F. of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the State may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with '16-203, S.F. of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

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

Signature

Witness

Date

410.638.4339

Purchaser: Donald A. Gunther

HARFORD COUNTY PUBLIC SCHOOLS
NO REPLY FORM

Bid #:	10-DGH-024
Bid Title:	School Buses

Bidder:

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below. This information will not preclude receipt of future invitations unless you request removal from the Bidders' List by so indicating below.

Unfortunately, we must offer a "No Bid" at this time because:

1.	We do not wish to participate in the bid process.
2.	We do not wish to bid under the terms and conditions of the Request for Bid document, our objections are:
3.	We do not feel we can be competitive.
4.	We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.
5.	We do not wish to sell to Harford County Public Schools. Our objections are:
6.	We do not sell the items/services on which Bids are requested.
7.	Other:

Firm: _____

Signed: _____

	We wish to remain on the Bidders' List
	We wish to be deleted from the Bidders' List

HARFORD COUNTY PUBLIC SCHOOLS
102 South Hickory Avenue, Third Floor, Room 310
Bel Air, MD 21014

SPECIFICATIONS

BID #10-DGH-024
SCHOOL BUSES

1. GENERAL CONDITIONS

These specifications, in addition to and/or in place of similar paragraphs in the Board of Education of Harford County (hereinafter called the Harford County Public Schools) "Instructions to Bidders" (1-6), are intended to cover the furnishing of a SCHOOL BUS that is fully assembled, ready to operate as follows:

- 5 EA – 2011, Type 1, Conventional school bus with flat floor and wheelchair lift with air conditioning.

It is intended that the buses be delivered on or before August 1, 2010. If bidders are unable to comply with the delivery schedule and/or delivery conditions, they shall indicate on the bid form the specific delivery requirements upon which their proposal is based.

2. SPECIFIC CONDITIONS

Bidders must definitely state in their bid proposal the unit price, and the total price for the item bid. Bidders offering any item other than the type as indicated in this bid must so state in each instance, giving the item specification they intend to furnish, including catalog cuts, catalogs or literature, where applicable, otherwise, their bid will be considered as being based upon furnishing the specific type of material named in this bid.

All bids shall be made in accordance with form of proposal. All bids which stipulate a condition or combination other than specified shall be rejected. No bidder will be allowed to offer more than one price on each item.

Bidders must determine for themselves which to offer. If said bidder should submit more than one price, all prices for that item will be rejected.

No proposal will be considered from any person, firm or corporation who has defaulted in the performance of any contract or agreement made with the Harford County Public Schools, or conclusively shown to have failed to perform satisfactorily such contract or agreement.

The successful contractor shall give their personal attention to the faithful fulfilling of this contract and shall not sublet any portion of same to another contractor or supplier.

The Harford County Public Schools reserves the right to annul any contract, if in its opinion, there shall be a failure at any time to perform faithfully any of its stipulations or in case of willful attempt to impose upon the Harford County Public Schools equipment inferior to that required by the contract and any action taken by the Harford County Public Schools in pursuance of this latter stipulation shall not affect or impair any right to claim of the Harford County Public Schools to damages for the breach of the covenant of the contract by the contractor.

Each bidder shall supply all the information requested on the bid form. Each BIDDER IS REQUIRED TO SUBMIT, ALONG WITH THEIR BID PROPOSAL, full descriptive material, including illustrations, detailed specifications, trade names and type and model number pertaining to the chassis to be furnished. Any deviations between Harford County Public

Schools specifications and bidder's descriptive material furnished are to be noted in an accompanying letter. **FAILURE TO COMPLY WITH REQUIREMENTS OF THIS SECTION MAY RESULT IN DISQUALIFICATION OF BID.**

All prices shall be firm for a period of sixty (60) days from the date of bid opening. The Harford County Public Schools reserves the right to order additional units during the firm price period.

Dealer shall be licensed by the Maryland Motor Vehicle Administration.

3. BASIS OF AWARD

Award to the successful bidder shall be made to the lowest responsive and responsible bidder complying with all provisions of these specifications provided the bid is reasonable and in the best interest of the Harford County Public Schools to accept it. The Harford County Public Schools reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the Harford County Public Schools.

The reliability/uptime of the product being offered (such as engine related components, transmission, brake system, electrical system, etc.) and the availability/accessibility of warranty service will be taken into consideration when awarding this contract. Proximity to our location and the logistics of how the successful bidder will respond to service/warranty issues in order to assure maximum up-time will be a condition of award. **Each bidder must provide information as to how they will address this concern.**

4. SPECIFICATIONS FOR FIVE (5) EACH 2011 MODEL TYPE I CONVENTIONAL SCHOOL BUS WITH FLAT FLOOR AND WHEELCHAIR LIFT

It is the intention of the Harford County Public Schools to purchase these vehicles to transport students with special needs. These specifications are designed to provide serviceability and safety for the physically challenged. Any substitute offered must have provisions for four (4) forward facing wheelchairs with occupants and provide seating for twenty-one passengers. Additionally, this vehicle shall have a maximum turning radius of thirty-four feet, six inches (34' 6").

Dimensions of entrance ways must meet the specifications that follow. Maneuverability, capacity, serviceability and flexibility in seating must be maintained for any bid to be considered.

School vehicles used to transport any Maryland public school pupils shall meet all Federal Motor Vehicle Safety Standards Code of Federal Regulations (CFR) 49, Part 571; Maryland Motor Vehicle Administration COMAR 11.19.02 (effective January 1, 1990); and National Minimum Standards for School Buses, 1995 Revised Edition (for any item not specifically addressed or prohibited under CFR or MVA regulations), and the minimum specifications set forth below:

- 4.1 Interior side panels between windows and floor shall be non-rusting, unpainted metal.
- 4.2 Reflector-type flares are to be provided and installed in driver's area.
- 4.3 One (1) twenty-four unit first aid kit shall be installed in each body. Contents shall meet requirements of Motor Vehicle Administration. Kit shall be mounted in full view and in accessible place in driver's compartment. (Under-seat mounting does not meet this requirement).
- 4.4 Heater is to be of the fresh air or combination fresh air and recirculating type. Separate driver's heater and stepwell heater shall be provided.
- 4.5 A rear heater with a minimum 40,000 BTU rating shall be installed behind the wheelchair lift in the right rear of the bus.

NOTE: ALL HEATER HOSES SHALL BE ATTACHED WITH AIRCRAFT-TYPE CLAMPS AT ENGINE AND AT ALL HEATERS BRASS SHUT-OFF VALVES SHALL BE INSTALLED IN OUTLET AND INLET HOSES AT ENGINE.

- 4.6 Adjustable driver's defrost fan is to be provided and installed.
- 4.7 Front fenders are to be equipped with mud flaps or metal extensions, having same contour as the fender and sufficiently long and wide to prevent splashing of body directly in back of the fenders.
- 4.8 An eight (8) lamp system of lights shall be provided and meet the Maryland Motor Vehicle Administration COMAR 11.19.02.16 (effective June 1, 1987.)
- 4.9 A stop signal arm shall be installed on the left outside of the body, near the driver's window. The stop arm shall be of an octagonal shape with white letters and border and a red background.

Two high-intensity red strobe lamps meeting requirements for gaseous discharge lamps contained in SAE Standard J1133, in stop arm, visible from front and rear, shall be connected to the alternately red flashing signal lamp circuits. The stop signal arm shall be electric operated and shall meet all applicable requirements of SAE Standard J1133. The stop arm shall be Specialty Manufacturing Company, Inc.

- 4.10 Side windows are to be split-sash, rust-proof type.
- 4.11 Rear windows are to be of the largest size available as a standard design from each manufacturer.
- 4.12 Intermittent, two-speed, heavy-duty, electric windshield wipers shall be provided. Blade shall be commercial type (Trico or approved equivalent and minimum 14" long). Windshield washer reservoir shall hold at least 70 ounces of fluid, be of rigid plastic, and mounted under hood.
- 4.13 Identifying numerals, to be designated by the owner, are to be applied below the window on the right front corner, center rear door and immediately behind the entrance door, and just below the driver's window. Numerals are to be applied black, six inches high and 3/4 inch stroke.
- 4.14 Crossing arm shall be installed and shall be a Specialty Manufacturing Company Model unit meeting the following specifications.
 - Shall be: SAE J1133 approved
 - Full operation from -40 degrees F to 160 degrees F
 - Brass or Bronze bushings at all pivot points
 - Break-a-way hinge and slip clutch for protector of motor and transmission
 - CAM operated motor with 2 year warranty
 - 12 volt drive mechanism
 - The arm shall be yellow and shall be constructed of a polycarbonate material
 - Shall extend a minimum of 5' 6" from the face of the front bumper when activated
 - Shall be mounted on the far right side of the front bumper
 - There shall be quick disconnect plugs for easy removal
 - Self-locking nuts are required to reduce the possibility of loosening from vibration
- 4.15 HARFORD COUNTY PUBLIC SCHOOLS shall be applied on each side of bus below window line in six inch letters.

- 4.16 The fuel fill shall have a door hinged at front and designed to cover the opening to the fuel fill pipe. Fuel Sender plate shall be installed to permit access to fuel sending unit.
- 4.17 Underseat storage box is prohibited in passenger area.
- 4.18 Quadrispherical mirrors shall be installed in lieu of front crossover mirrors. The mirrors on each west coast bracket shall be remotely adjustable from the driver's compartment. All exterior mirrors shall be heated. Mirror package must meet FMVSS-III. The right mirror shall be viewed through the windshield.
- 4.19 Locking storage door for emergency equipment is prohibited.
- 4.20 Mud flaps for rear wheels shall be provided and installed. Exterior side skirts shall extend to at least the centerline of the axles.
- 4.21 Rear bumper shall be minimum of 9 ¾ inches wide.
- 4.22 Seat belt for drivers shall be provided with retractors and sheath for holding belts when not in use. Belt shall be three point harness type.
- 4.23 Driver's seat shall be high back air suspension with folding armrests. Air seat shall have up / down action. Knee action not acceptable.
- 4.24 Headroom in aisle shall be minimum 77".
- 4.25 Interior emergency door handle operation shall be clearly and permanently labeled.
- 4.26 Shoulder pads shall be installed below the windows on each side of the body. Shoulder pads shall run from the modesty panel to the rear of the bus.
- 4.27 Battery box with slide-out tray shall be provided in left-front skirt of body. Battery tray shall use stainless steel roller bearings. Batteries shall be installed in battery box by body manufacturer, using one-piece battery cables. Cables shall be protected by grommets where they pass through any sheet metal or any area subject to chaffing.
- 4.28 All windows except windshield shall be AS-2 laminated glass. Windows in side and rear of bus shall be tinted to 28% light transmission.
- 4.29 Bus shall be equipped with DC power outlet in drivers compartment.
- 4.30 Fire extinguisher shall have a rating of not less than 2A/10B-C.
- 4.31 Minimum three steps shall be provided to ease loading of small persons.
- 4.32 Manufacturer shall supply noise reducing insulation package to include engine cover and firewall. Additionally, minimum 2" sound absorbing barrier is to be installed on inside of step well.
- 4.33 Bus shall be equipped with AM/FM radio with PA system and four speakers. The front speaker shall be located as close as allowable by law to the driver's compartment.
- 4.34 The front two sections of headliner shall be acoustical. Acoustical headliner is to extend behind driver.
- 4.35 Back up alarm shall be installed. Unit must automatically operate when vehicle is put in reverse and meet or exceed the following specifications:

- Beep rate of approximately 90 per minute
- Volume at four feet, zero degrees axis, ambient temperature of 25+4 degrees C
- 107 ± 4 db (a)
- Frequency 1,000 ± 4 db (a)
- Frequency 1,000 ± 200 Hz
- Operational range – 40 degrees C to 85 degrees C

- 4.36 Front right service door shall be air operated and shall open outward.
- 4.37 Grab handles shall be provided on each side of front right service door.
- 4.38 Bus shall have flat floor without wheel wells. Recessed floor tracks are to be installed such that either FMVSS 39" seats or FMVSS wheelchair restraints can be placed at any interval along the bus. There shall be no step between the driver's area and the passenger's compartment. Plywood used in floor of bus shall be treated.
- 4.39 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 Kevlar material.
- 4.40 Space shall be provided for five (5) rows of FMVSS approved 39" seats and three (3) forward facing wheelchairs. A configuration which places five seats in the front left, four seats in the front right, two wheelchairs in the left rear, and one wheelchair immediately in front of the wheelchair lift is recommended and acceptable. When configured with four wheelchairs, the unit shall contain a minimum of seven (7) seats. Ten (10) seats and all equipment necessary to transport four (4) wheelchairs shall be included. The front four seats in the bus (two on each side) shall be C. E. White Integrated Child Restraint School Bus seat or Safeguard Integrated Child seat with upholstery to match the other seats and shall be spaced at optimum spacing for transporting toddlers 20-40 pounds. The C. E. White seats shall fit the same recessed floor tracks used throughout the bus. The floor space between the front modesty panels and the rear of bus shall measure minimum 250 inches. All seats shall be "seat belt ready". No seat belts shall be installed in any of the passenger seats.

Seats shall be green in color. Wheelchair restraints shall be Q'Straint QRT Max, part #P125676, with "L" fittings and shall fit floor tracking provided in the bus. Wheelchair restraints shall meet 30 mph / 20 G impact test criteria. A schematic diagram indicating how the body manufacturer plans to comply with the provision of this section of the specifications shall accompany the bid document for review and approval by the Director of Transportation and the Purchasing Department.

- 4.41 Chassis cowl shall be painted to assure perfect color match between cowl and body. Bus is to be painted with polyurethane paint.
- 4.42 Vehicle shall be equipped with two Transpec safety vents or approved equal. One shall be in the rear quarter of the bus roof and the second shall incorporate a static-type non-closable exhaust ventilator and shall be installed in place of the standard static roof ventilator. Each safety vent shall incorporate a power ventilator.
- 4.43 There shall be two vertical hinged push out emergency windows per side of bus.
- 4.44 Roof shall be painted white beginning above the marker lights and shall have rounded corners.
- 4.45 Bus shall be equipped with a roof mounted strobe light. The light shall be mounted on the centerline of the roof approximately six feet from the back of the bus. It shall be controlled by a

manual switch and pilot light. The light shall meet the specifications and shall be Specialty Manufacture #515400 or approved equivalent:

- double flash type
 - minimum 10 Joule
 - less than 5" overall height
 - self-contained
 - clear lens
 - flange type mounting
 - minimum 2 year warranty (6 months on flash tube)
 - 12 volt
 - shall meet SAE, FMVSS and National Standards
- 4.46 Area directly above the stairwell, between the floor and ceiling shall maintain a clear opening width of twenty (20) inches from the front right service door to the front seat barriers.
- 4.47 Interior seats shall be numbered sequentially with 2" vinyl numbers applied to the interior roof above the window at each seat. Seat number one is the front seat behind the driver. Seat number two is the front seat on the loading door side. Odd numbered seats will be on the driver's side.
- 4.48 Wheelchair lift shall be installed in right rear side of body behind right rear wheels. Door shall provide 39" clear opening width and 57" clear opening height.
- 4.49 Reflectorized tape shall be installed on the perimeter of the emergency door and the rear-perimeter of the bus. Both front and rear "SCHOOL BUS" emblems shall be reflectorized. There shall be a 2" reflectorized stripe down both sides of bus below the rub rail located closest to floor level. Emergency exits shall be outlined as per Federal requirements.
- 4.50 Wheelchair lift shall, in addition to or in lieu of manufacturer's specifications and applicable Federal and State regulations, be equipped and perform as follows:
- Shall operate with key off.
 - Single door only. A two-point fastening device (slide bar or rod, cam activated, and fastened to the header and floor or jamb) shall be used. Door shall be hinged at forward side. An exterior latch shall be provided to fasten door open.
 - A buzzer shall operate as the handle is released and shall continue to operate until the door is slightly open. A flashing pilot light shall operate on the switch panel in the driver's compartment at any time the left door is open while the ignition is on.
 - Door shall be manually operated.
 - Operated by an electric motor-driven hydraulic pump.
 - Continuous lifting capacity minimum 800 pounds.
 - Platform area minimum 32" wide x 48" long.
 - Shall have automatic inboard and outboard roll stop.
 - Shall have minimum 800 lb. Capacity.
 - Shall have safety belt and handrails on both sides.

- Ramp shall have 32" clear width for clearance for wheels on wheelchair.
 - Shall have no overhead header bar.
 - 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.
 - Door shall contain a window aligned with lower line of other windows of vehicle and approximately the same size as other vehicle windows.
 - Door posts and headers shall be reinforced sufficiently to provide support and strength equivalent to that of other doors.
 - Power supply to lift shall be protected at source by appropriate fuses or circuit breakers.
 - Power lift platform surface shall be of nonskid material.
 - Device shall be installed which will be used to prevent operation of lift until doors are opened.
 - All power supply cables to lift shall be protected by grommets where they pass through any sheet metal or any area chaffing might occur.
 - A recessed light shall be placed inside vehicle, over special service door, and shall be operated from door area. Lift shall be Ricon Corp. Model S5510 or approved equivalent.
- 4.51 The rated capacity of the front axle shall be not less than 10,000 pounds and the rated capacity of the rear axle shall not be less than 19,000 pounds. Greater capacity rear axle shall be provided for chassis if needed to meet brake lining or engine weight requirements. Bus shall have rear air suspension. Bus shall include an air pressure gauge and low air buzzer. Front hubs are to be grease type.
- 4.52 Gear ratios will be specified at time of order.
- 4.53 Brakes shall be four wheel hydraulic disc which meet all applicable Maryland State Motor Vehicle Administration and U.S. Department of Transportation Regulations. Bus shall be equipped with an air or hydraulic actuated driveline parking brake. The units shall be spring applied and pressure released. The brake shall be applied by pulling a knob on the dashboard. A cable type park brake with Orscheln lever does not meet these criteria. Operating instructions shall be clearly marked.
- 4.54 Gross vehicle weight rating is to be not less than 23,000 pounds and shall be so stated on plate installed by manufacturer.
- 4.55 Bus shall be equipped with a heated air dryer.
- 4.56 Engine Specifications shall be as follows:
- Diesel engine shall be 4 cycle, in-line 6 cylinder with a minimum displacement of 400 cubic inches. Engine shall have a minimum gross horsepower rating of 190 and a minimum gross torque rating of 500 ft./lbs. Turbo charging and intercooling are acceptable. A governor shall be provided and set to manufacturer's specification. A hand throttle shall be provided to assist engine warm-up (electronic preferable). In addition to the oil pressure gauge, a low oil pressure light and warning buzzer shall be installed. Engine shall be equipped with coolant filter. Engine shall have five (5) year warranty which includes towing. Engine shall comply with 2010 emissions standards.

Approved engines are Cummins ISB, and IH Maxxforce DT.

- 4.57 Transmission shall be five-speed Allison Automatic Model 2500PTS. Transmission shall have 5 year warranty and shall have Transynd fluid.
- 4.58 Shall have fender mounted turn signals.
- 4.59 Power steering shall be provided.
- 4.60 Alternator shall be minimum 270 amp Leece Neville with SAE-J-180 mount. Rectifier and voltage regulator shall be built into the alternator. (Separate voltage regulator installed remote from the alternator is not acceptable).
- 4.61 Minimum two maintenance-free batteries, each a Delco 1110 or equal, shall be installed on left frame rail, with a cable of 00 gauge. Minimum total cold crank amp rating 1700.
- 4.62 Cooling system shall be protected to minus twenty degrees with permanent type anti-freeze.
- 4.63 Front tires are to be 295/75R225 or 255/70R225 and shall be Goodyear G-159 or approved equal. Rear tires are to be 255/70R225 and shall be Goodyear G-164 or approved equal.

Tires shall be 14 or 16 ply, tubeless low profile radial, single front, dual rear, mounted on 8.25 inches or 7.50 inches x 22.5 drop center hub piloted disc wheels.
- 4.64 Fuel tank shall be minimum sixty (60) gallon capacity.
- 4.65 Front and rear shock absorbers of sufficient capacity must be installed.
- 4.66 External fuel filter shall be installed between fuel tank and fuel pump as appropriate.
- 4.67 Bus shall be equipped with a tilt and telescopic steering column.
- 4.68 Wheelbase maximum 218" with maximum allowable turning radius of 34' 6".
- 4.69 Vehicle shall be equipped with heavy duty front bumper with minimum thickness ¼".
- 4.70 Instrument panel shall be black or gray in color.
- 4.71 In addition to the standard driver's sun visor, the vehicles shall include a left side driver's sun visor.
- 4.72 All buses in this bid are to be keyed alike. Vendor shall supply 5 keys for each vehicle (total of 50 keys with this bid of 10 units).
- 4.73 School bus chassis shall comply with latest Federal, State and County specifications.
- 4.74 A "Parts and Service Manual" shall be provided. Electronic versions are acceptable and preferred. Service manuals shall include chassis, body, engine, brakes and any other major components not specifically addressed in chassis or body manual.
- 4.75 Buses shall be equipped with air conditioning as follows:
 - Shall be Carrier Model AC-91723 Split System or approved equal.
 - Shall be "free blow" system.

- Shall have dual (split) system to provide redundancy of the air conditioning system. Such systems shall be totally separated such that failure in one part of the system will not affect the other side of the system, including separate systems for refrigerant, condensers, evaporators and electrical control.

Power Source and Compressor(s):

- Shall be (2) Seltec Model TM-16 with 10 cubic inch displacement and shall be engine-driven
- System shall be equipped with both a high pressure and a low pressure switch to prevent compressor operation when system pressures are above or below recommended and safe levels.
- Compressors shall be mounted in the safest area possible. Compressors shall not be mounted below the chassis frame rails.

Condensers:

- (1) CM-2 condenser and (1) Model CM-3 condenser or approved equal.
- Body skirt-mounted condenser(s) are required.
- Condenser assemblies shall include permanent magnet, ball bearing sealed motors for cooling fans, and case constructed of aluminum or other metal treated as specified for standard body sheet metal. All condensers mounted under the bus body shall have ventilation from the exterior of the bus body via a grate in the body side skirt.
- System shall be equipped with a sight glass (or at least one for each part of split system) which is accessible and directly visible for checking the level of the refrigerant.
- Condenser(s) shall be rubber mounted or otherwise mounted so as to isolate condensers from vibration or excessive road shock. Condensers shall be located forward of rear wheels whenever possible and shall be protected by splash shields or mud guards.

Evaporators:

- Shall be one EM-1 evaporator and one EM-7 evaporator or approved equal (minimum combined rating of 80,000 btu/hour).
- Preferred locations – One mounted on rear header and one mounted on right side of vehicle just behind front service door. Bidder must provide plans with bid for any alternate location.
- Location of front evaporator must provide for air directed at the school bus driver.
- Evaporator cases, lines and ducting (if equipped) shall be designed and installed such that all condensation is effectively drained to the exterior of the bus below floor level under all conditions of vehicle movement without leakage on any interior portion of bus.
- Any evaporator or ducting system shall be designed and installed so as to be free of injury-prone projections or sharp edges. Installation shall not reduce compliance with any Federal Motor Vehicle Safety Standard (FMVSS) applicable to the standard bus,

including FMVSS's 217, 220, 221 and 222. Any ductwork shall be installed so that exposed edges face the front of the bus and do not present sharp edges.

- Air intake for any evaporator assemblies shall be equipped with replaceable air filters accessible without disassembly of evaporator case.
- Evaporator shall be placed high enough that they will not obstruct existing or potential occupant securement shoulder strap upper attachment points. This clearance shall be provided along entire length of the passenger area on both sides of the bus interior to allow for potential retrofitting of new wheelchair positions and occupant securement devices throughout the bus.

Controls, Wiring, Hoses and Miscellaneous Hardware:

- All system operating controls, including on-off switches, blower switches and thermostat controls shall be accessible to driver in seated position.
- Blower shall be a minimum of two speeds.
- Wiring shall be copper with color-coded insulation and shall be in a loom.
- System shall be equipped with at least one manually resettable circuit breaker per side to provide overload protection for the main power circuit feeding the evaporator blowers, condenser fans, etc., system control circuits shall also have overload protection, but may be fused.
- All wiring, hoses, and lines shall be grommeted, routed, and supported so as to reduce wear resulting from heat, chafing, vibration, and other factors.
- Shall also be equipped with a high idle system that will increase engine idle speed while the engine and air conditioning are operating and the transmission is in neutral.
- All flexible refrigerant hoses shall be double-braided; all slip-on type hose-to-fitting connections shall be equipped with stainless steel hose clamps.
- Refrigerant fittings shall be constructed in order to comply/exceed SAE specification J2064 Type D. The construction of the fittings shall be of steel with a yellow zinc plating per ASTM-B-633 capable of maintaining integrity after 1,000 hours of salt spray testing. The hose coupling end of all fittings shall include two hose barbs, and two HNBR elastomer o-ring bands. Refrigerant hose clamps shall be constructed in order to comply with SAE specification J2064 Type D.

The construction of the clamps shall be of stainless steel and shall be of Qwik-Klik design, which will insure coupling integrity. Note: No Goodyear, Dayco or Gates hoses with aluminum fittings and crimp connections will be accepted.
- Refrigerant shall be R134A.

Warranty:

- The total system shall be fully warranted for two years, including parts and labor with no warranty limitation on number of operating hours. Parts to be warranted shall include: but not be limited to, compressor mounting bracketry and hardware and any belts which directly or indirectly drive the compressors. Air conditioning compressor applications must be approved in writing by the chassis engine manufacturer, stating that the

installation will not void or reduce the engine manufacturer's warranty or extended service coverage liabilities in any way.

Serviceability: - All Components requiring periodic servicing must be readily accessible for servicing, including, but not limited to, the following:

- Refrigerant service ports high and low pressure
- Sight glasses – must be directly visible
- Filter-dryer as equipped – accessible for replacement; must not use sweat-type fittings
- Expansion valves
- Drive belts – for replacement and adjustment
- System fuses and circuit breakers
- Evaporator air filters – serviceable
- All major component serial number – must be readily visible

Parts and Service Manuals

- Shall be provided for entire system, including, but not limited to, compressors, wiring (includes wiring diagram) evaporators, condensers, controls, hoses and lines. Parts catalog shall include a price list and must be designed so that all replaceable parts are illustrated by line drawings and such parts are numbered on the illustration, with a part description on a separate list under the corresponding number. Part descriptions should be annotated appropriately with the part number, a proper description (part name), and the quantity required for the application illustrated on the drawings. Service manual shall include an overall A/C system diagram with component plumbing, locations and identifies indicated for diagnostic purposes.

Parts and Tools Availability:

- All system parts and required special tools must be readily available, and a list of suppliers shall be provided.

Compliance:

- Installed air conditioning system shall not reduce compliance of the finished bus with any Federal Motor Vehicle Safety Standard including FMVSS's 217, 220, 221, 222 and 301.

5. **TITLE WORK:**

All matters related to title work, transferring of tags, providing temporary tags, shall be included in the bid price and shall be the responsibility of the successful bidder.

6. **WARRANTY:**

These buses shall be subject to the standard manufacturer's warranty. Engine shall have 5 year warranty including towing. Transmission shall have 5 year warranty.

7. **FURTHER INSTRUCTIONS:**

It is the true intent and purpose of these specifications to supply SCHOOL BUSES as outlined in the bid form meeting factory standards, all federal, state and local regulations pertaining to the functioning and operation of this unit.

Any omissions, errors, inconsistencies, conflicts or questions in specifications shall be brought to the attention of the Harford County Public Schools in writing, via e-mail to Don.Gunther@hcps.org at least five (5) days prior to bid opening, addressed to the attention of Mr. Donald A. Gunther, Purchasing Agent, 102 South Hickory Avenue, Third Floor, Room 310, Bel Air, Maryland 21014.

8. **“ANTI-BRIBERY AFFIDAVIT”**

Bidders must complete the **“Anti-Bribery Affidavit”** and the **“Certification regarding U.S. Government Debarment, Suspension, Ineligibility and Voluntary Exclusion”** forms which is in front of the bid pages and must attach it with the completed bid forms. Failure to complete these forms and submit them with the completed bid forms will result in rejection of the entire bid proposal.

Company Name

HARFORD COUNTY PUBLIC SCHOOLS
102 South Hickory Avenue, Third Floor, Room 310
Bel Air, Maryland 21014

BID FORM

BID #10-DGH-024
SCHOOL BUSES

All proposals must be submitted properly executed, securely and prominently marked. All proposals must be received at the Purchasing Department of the Harford County Public Schools by **2:30 P.M., January 21, 2010**, at which time they will be publicly opened. Proposals shall be submitted in a sealed envelope bearing on the outside the **name and number of the bid**, the **name and address of the bidder**, and the **bid opening date**. Proposals submitted by mail shall be addressed to the Purchasing Department, Harford County Public Schools, 102 South Hickory Avenue, Third Floor, Room 310, Bel Air Maryland 21014, Attention: Mr. Donald A. Gunther. Proposals delivered in person shall be received at the Purchasing Office, Harford County Public Schools, 102 South Hickory Avenue, Third Floor, Room 310, Bel Air Maryland 21014

Please Affix the Attached Label to your Bid Response Envelope.

DETAILS PERTAINING TO WHEEL-CHAIR UNITS TO BE FURNISHED

The following is to be completed by the bidder in addition to submitting full descriptive literature.

Gross Vehicle Weight	
Front Axle Rating (pounds)	
Rear Axle Rating (pounds)	
Wheelbase	
Turning Radius	
Front Suspension at Ground (pounds)	
Rear Suspension at Ground (pounds)	
Front Brake Rotor Size	
Rear Brake Rotor Size	
Transmission	
Chassis Weight (wet)	
Fuel Tank Capacity	
Engine	
Make & Model	
Number of Cylinders	
Cubic Inch Displacement	
Gross Horsepower Rating	
Gross Torque Rating	
Battery	
Make & Model Number	
Voltage	
Air Conditioning	
Brand	
System #	
Compressors	
Evaporators	
Condensers	
Alternator	
Make & Model	
Ampere Capacity	

ANY ALTERATIONS IN FIGURES ON THIS BID FORM MUST BE INITIALED IN SCRIPT, IN INK, BY THE PERSON SIGNING THE PROPOSAL.

In compliance with the above, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this bid be accepted, to furnish all items upon which prices are quoted, at the prices indicated, delivered to the designated point, within time specified.

I/We further certify that this bid is made without previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same supplies, and in all respects is fair and without collusion or fraud.

Company

Name (Print or Type)

Address

Title

Signature

Telephone

Date

Fax

E-mail