HARFORD COUNTY PUBLIC SCHOOLS
102 South Hickory Avenue
Bel Air, Maryland 21014

BID ANNOUNCEMENT

BID TITLE: Conventional Special Needs School Busses (Type 1)

BID NUMBER: 24-SRM-001

BID OPENING DATE AND TIME: August 24, 2023, 2:30 pm local time

BID OPENING / BID EMAIL SUBMITTAL ADDRESS:
Bid Opening will be online via Teams at the following:
Microsoft Teams meeting
Join on your computer, mobile app or room device
Click here to join the meeting
Meeting ID: 271 474 266 215
Passcode: LmrxwB
Download Teams | Join on the web
Or call in (audio only)
+1 240-600-1475,,621819777# United States, Bethesda
Phone Conference ID: 621 819 777#
Find a local number | Reset PIN
Learn More | Meeting options
Submit your bid via electronically to bids@hcps.org.

PROCUREMENT AGENT:
Sara Rowe, NIGP-CPP, Procurement Agent
410-638-4082
sara.rowe@hcps.org

QUESTIONS DUE DATE AND TIME:
Questions must be emailed to sara.rowe@hcps.org no later than 2:30 pm on August 4, 2023.

ADDENDUM ISSUED:
No later than August 14, 2023.

PRE-BID CONFERENCE:
( optional )
August 2, 2023 at 11:00 am
Microsoft Teams meeting
Join on your computer, mobile app or room device
Click here to join the meeting
Meeting ID: 217 777 657 383
Passcode: K2j3fs
Download Teams | Join on the web
Or call in (audio only)
+1 240-600-1475,,436875094# United States, Bethesda
Phone Conference ID: 436 875 094#
Find a local number | Reset PIN
Learn More | Meeting options

BONDING:
Bonds Are Not Required.

MBE DOCUMENTS:
MBE Documents Are Not Required.

TIMELY DELIVERY OF BID DOCUMENTS:
Bids must be received in the Procurement e-mail box, bids@hcps.org, on or before the bid opening day and time.

It is the Bidder(s') responsibility to verify that the Bid has been received at bids@hcps.org, prior to the Bid Opening. ‘Read Receipts’ are not sufficient. Bidders may contact the Buyer listed within the solicitation, by email or phone, to confirm receipt of bids.
Bidders may obtain the Solicitation Documents by downloading the information at our website: www.hcps.org/departments/BusinessServices/purchasing.aspx. Bidders shall continue to check the HCPS website for possible addenda to the bid(s) prior to the bid opening date.

The Contract Award Report, will be posted on the HCPS webpage at https://www.hcps.org/departments/BusinessServices/procurement.aspx (Solicitation Results) after evaluation and approval by the Board of Education of Harford County, if required.

**LATE BIDS WILL BE REJECTED AND RETURNED UNOPENED**

Harford County Public Schools Nondiscrimination Statement

The Board of Education of Harford County Public does not discriminate on the basis of age, ancestry/national origin, color, disability, pregnancy, gender identity/expression, marital status, race, religion, sex or sexual orientation in matters affecting employment or in providing access to programs and activities and provides equal access to the Boy Scouts and other designated youth groups.

In accordance with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, et seq.), Harford County Public Schools does not discriminate on the basis of sex in any of its programs or activities or with regard to employment. Inquiries about the application of Title IX, and its implementing regulations to Harford County Public Schools may be referred to Renee McGlothlin, Harford County Public Schools Title IX Coordinator, by mail to 102 S. Hickory Avenue, Bel Air, Maryland 21014, or by telephone to 410-809-6087 or by email to Renee.McGlothlin@hcps.org or the Assistant Secretary for the Office of Civil Rights in the United States Department of Education by mail to 400 Maryland Avenue, SW, Washington, DC 20202 or by telephone 1-800-421-3481, or both.
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The following provisions, where applicable, will become part of any contractual relationship developed as a result of the solicitation.

1.0 AN INVITATION TO BID SUBMISSION

1.1 The Board of Education of Harford County hereinafter referred to as Harford County Public Schools or HCPS, invites all interested and qualified bidders to submit a bid. These specifications and requirements identified in the attached statement of work and detailed specification are intended to cover the procurement of supplies and/or equipment requested.

1.2 In accordance with State law and HCPS policies, solicitations shall be published a minimum of fourteen (14) calendar days in advance of due date for any bid having a potential award value of $25,000 or more.

1.3 Unless otherwise indicated, HCPS shall receive sealed bids until the date and time indicated on bid or as modified by addenda. Bids must be e-mailed to bids@hcps.org. Bids must be clearly marked on the subject line: Name of Bidder, Bid Number and Solicitation Title. Late bids will be rejected.

1.4 Brand name and model numbers are offered as a reference for bidders as to the style, size, weight, and other characteristics of the item(s) in the Specifications. The use of such brand names should not be interpreted as the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of HCPS.

1.5 The Bidder or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, circumstances, prerequisites, qualifications and/or specifications before submitting their bid. A bidder's failure to become fully informed is at the Bidder's sole and complete risk of loss. The Bidder shall have no right to any damages, cost and/or any other remedy at law or equity against HCPS for any miscalculation, misunderstanding, error (either omissions or commissions), mistake, misinterpretation, and/or the failure by the Bidder to obtain an award of bid, award of contract and/or profits, fees or money from HCPS when the Bidder failed to fully inform themselves. In the case of error in extension of prices in the Bid, the unit price shall govern or the entire bid may be declared non-responsive.

1.6 Where provision is made on the Bid Form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of HCPS. When an aggregate bid is requested, the unit prices for each item shall be identified on the Bid Form for accounting purposes. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid.

1.7 The product offered by the Bidder shall be new, not used, and the latest version unless otherwise requested by HCPS. Should a product be discontinued and/or upgraded during the course of the Contract, the Awarded Bidder shall offer to HCPS a new alternate product meeting and/or exceeding the established specifications, under the same terms, conditions and prices as the originally offered item.

2.0 BID PREPARATION, PROPOSAL SHEET, AND BID OPENING

2.1 Bidder must submit one (1) original with original signatures of the Bid using HCPS bid forms. The Bidder should make and retain one (1) copy of the Bid for their files. Bids must be signed and submitted by an authorized representative of the Bidder. Each bidder may attach a letter of explanation to the Bid, if so desired, to provide an explanation of any detail(s) in the Bid.

2.2 Signed bids must be returned electronically via e-mail to bids@hcps.org, ONLY. HCPS will not accept any facsimile transmission or electronic submissions to HCPS Procurement Agents, representatives, or employees. It is the Bidder(s)' responsibility to verify that the Bid has been received at bids@hcps.org, prior to the Bid Opening. ‘Read Receipts’ are not sufficient. Bidders may contact the
Buyer listed within the solicitation, by email or phone, to confirm receipt of bids.

2.3 Each bid must show the full business address, telephone number, fax number, email address, and federal tax identification number of the Bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the Bid and Contract, including Letter of Intent, copy of Contract, and Purchase Order, will be mailed or delivered to the contact information shown on the Bid in the absence of written instructions from the Bidder to the contrary.

2.4 All bidders shall be required to complete the certificates and/or affidavits, and/or acknowledgements that are incorporated into the proposal pages of this specification. Such documents are required by Local, State or Federal funding agencies of HCPS as part of the bidding process. The documents may include but are not limited to: Anti-Bribery Affidavit, Debarment Certificate, Employment of Sex Offenders and Other Criminal Offenders Affidavit, Sales Tax Certification, Minority Bidder Status, and when applicable, Asbestos Free Certification and any others that may be required.

2.5 Bid Opening

2.5.1 At the public opening of the Bid, the Bidder’s names and their pricing will be read and recorded. All bids submitted by the required time will be accepted for further evaluation. Following complete evaluation of the Bids following opening, bids may be rejected due to major irregularities or omissions and will be rendered as non-responsive.

2.5.2 Complete evaluations of the Bids will not take place at the bid opening and no indication of award will be made. HCPS reserves the right to review all responses and analyze the results of the procurement process. Any tabulation provided at this time is draft status only.

2.5.3 A final recommendation(s) for contract award may be prepared for review and when required, approval by the Board of Education of Harford County.

2.5.4 The Board of Education of Harford County must approve contract awards of $100,000 or more. Formal contract award is contingent upon the required Board approval.

2.5.5 Bidders may correct a minor irregularity and minor irregularities may be waived. A minor irregularity is one that is merely a matter of form and not of substance or pertains to an immaterial or inconsequential defect or variation in a bid, the correction or waiver of which would not be prejudicial to other bidders. When so noted, minor irregularities may be corrected within forty-eight (48) hours following notification. The Procurement Supervisor will be the final determinate of what is a minor irregularity.

2.5.6 HCPS also reserves the right to reject any or all bids and/or waive technical defects and minor irregularities at the discretion of the Supervisor of Procurement, HCPS or designee if, in its judgment the interests of HCPS shall so require. Bids may be withdrawn before the scheduled time of opening. Withdrawal is not permitted after the scheduled time of opening.

2.5.7 Any omissions, errors, conflicts, or discrepancies in this document shall be called to the attention of HCPS IN WRITING within five (5) working days prior to the bid opening.

2.5.8 Omission of any specification or details of any specification which would normally apply to the supplies and/or equipment described herein, shall not relieve the Bidder 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 Procurement.

2.6 At the time of the bid opening each bidder will be presumed to have read and to be thoroughly familiar with the specifications and related documents (including all Addenda). The failure or omission of any bidder to receive or examine any form, instrument, or document, shall in no way relieve them from any obligation in respect of its bid.

3.0 AWARD OR REJECTION OF BIDS
3.1 Bids will be awarded to the lowest responsive and responsible bidder whose bid meets the requirements and evaluation criteria set forth in the invitation for bid and is in the best interest of HCPS.

3.2 HCPS reserves the right to reject a bid of bidders pursuant to Section 5-112 of the Education Article of the Annotated Code of Maryland.

3.3 Bidder SHALL NOT offer more than one price on each item even though they may feel that they have two or more types or styles that will meet specifications. If Bidder submits more than one price per item specified, Bidder may be deemed non-responsive. Bidders are allowed to also offer incentives, discounts, and promotional pricing, however; if conditions are attached to pricing, the pricing may be rejected.

3.4 Each bidder cannot offer more than one (1) bid submittal.

3.5 HCPS also reserves the right to reject a bid of firms who have demonstrated performance deficiencies or who have previously failed to perform properly or complete on time other Board contracts.

3.6 HCPS reserves the right to reject any or all bids.

3.7 HCPS reserves the right to re-advertise for other bids for the identical requirement if it is in the best interest of HCPS.

4.0 ANNULMENTS AND RESERVATIONS

4.1 Conditional proposals will not be considered.

4.2 HCPS reserves the right to waive technical defects within submittals.

4.3 HCPS may conduct any necessary investigation to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to HCPS all such information and data requested. HCPS reserves the right to reject any proposal if the evidence submitted by the Bidder or investigation of such bidder fails to satisfy HCPS that such bidder is properly qualified to carry out the obligations of the Contract and to complete all stipulated requirements.

4.4 HCPS 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 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.

4.5 Unbalanced proposals will not be accepted.

4.6 HCPS shall have the right to reject any or all bids, reject a bid not accompanied by a required bid security or by other data required by the bidding documents, or reject a bid which is in any way incomplete or irregular.

5.0 MULTI-AGENCY PROCUREMENT

5.1 HCPS reserves the right to extend the terms and conditions of this solicitation to any and all other government agencies. All purchase and payment transactions will be made directly between the Contractor and the requesting public agency.

5.2 Each participating jurisdiction or agency shall enter into its own contract if necessary, with the Awarded Bidder(s). HCPS assumes no obligation on behalf of any other entity.

6.0 TIE BIDS

In the event of tie bids, the award(s) shall be made as per the procedure specified in the Harford County Public Schools Procurement Manual.

7.0 WAIVER OF TECHNICALITIES

Minor differences in the specifications or other minor technicalities may be waived at the discretion of the
8.0 **BID PRICES**

8.1 All pricing must remain firm for sixty (60) days from date of bid opening unless otherwise specified.

8.2 Unit Prices must be rounded off to no more than two (2) decimal places, unless otherwise specified.

8.3 HCPS reserves the right to accept price reductions from the Awarded Bidder during the term of this contract.

8.4 HCPS will not accept any bid responses with bidder escalator clauses, unless specifically stated in the solicitation specifications.

9.0 **ADDENDA**

9.1 All changes to the Bid Specifications will be made through appropriate Addenda issued from the Procurement Department.

9.2 Addenda notices will be posted on the Procurement Department web site at [www.hcps.org](http://www.hcps.org), as well as eMaryland Marketplace.

9.3 No Addenda will be issued later than five (5) days prior to the date for receipt of bids except an Addendum withdrawing the request for bids or one which postpones the date for receipt of bids.

9.4 Each bidder shall ascertain prior to submitting a Bid that they have received all Addenda issued and the Bidder shall acknowledge their receipt on the Addenda Form. The Addenda Form shall be completed and returned with the Bid response. Failure to return the signed Addenda Form may be reason for rejection of the Bid.

10.0 **RIGHT OF SELECTION**

HCPS reserves the right to accept this bid by items or as a whole or lump sum. HCPS also reserves the right to increase or decrease the estimated quantities. HCPS reserves the right to reject any and all bids which comply with these specifications or to accept a higher bid which complies, provided that, in the judgment of HCPS the bid offered under the higher bid is in the best interest of HCPS and the additional price can be justified.

11.0 **DISSEMINATION OF INFORMATION**

This section intentionally omitted.

12.0 **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 receive these insurance requirements prior to submitting a bid. Failure to comply with these insurance requirements may render the bid as non-responsive.
1.0 **TERMINATIONS FOR CAUSE OR CONVENIENCE**

1.1 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 wilful 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.

1.2 Any cost and/or expense incurred under this section above shall be deducted from and paid by the Board of Education of Harford County out of such monies as may be due or become due to the Contract, 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 of Harford County.

1.3 The performance of work under this contract may be terminated for convenience by the Board of Education of Harford County in accordance with this clause in whole or part, whenever the Supervisor of Procurement shall determine that such termination is in the best interest of HCPS. Any such termination shall be affected 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.

1.4 Termination for Non-Appropriation. HCPS reserves the right to terminate this contract, in whole or part, due to non-appropriation of funds or funds that are otherwise made unavailable to support continuation in any fiscal year succeeding the first fiscal year. Notification of contract termination will be given to the Contractor thirty (30) days in advance and will be in effect at the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

2.0 **DRUG, TOBACCO, AND ALCOHOL**

All HCPS properties are "drug, tobacco, and alcohol-free zones" as designated by Local and State laws. Neither the Consultant or their employees (or sub-Consultants) are permitted to have any tobacco products, vaporizers, e-cigarettes, illegal or prescription drugs, or alcohol products on HCPS property. Use or possession of such items on HCPS property will result in immediate termination of the Agreement.

3.0 **PROTEST AND APPEAL PROCESS**

Any bidder objecting to the recommendation for award or the award of a contract may appeal the action to the Supervisor of Procurement by formal notification in writing within seven (7) calendar days of award recommendation. A protest must include: the name, address, and contact information of the protestor; signature of the protestor or an authorized representative of the protestor; identification of the solicitation or proposal number; detailed statement of reasons for the protest; supporting documentation to substantiate the claim; and the remedy sought. A formal written response to the appeal shall be issued within ten (10) calendar days following receipt of the formal protest. The decision of the Supervisor of Procurement may be appealed to the Superintendent of Schools within five (5) business days following receipt of decision from the Supervisor of Procurement. The decision of the Superintendent is final and conclusive.

4.0 **NON-DISCRIMINATION**

4.1 The Contractor shall comply with all Federal and State anti-discrimination laws in the performance of this contract.

4.2 The Board of Education of Harford County Public does not discriminate on the basis of age, ancestry/national origin, color, disability, pregnancy, gender identity/expression, marital status, race,
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religion, sex or sexual orientation in matters affecting employment or in providing access to programs and activities and provides equal access to the Boy Scouts and other designated youth groups.

4.3 In accordance with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, et seq.), Harford County Public Schools does not discriminate on the basis of sex in any of its programs or activities or with regard to employment. Inquiries about the application of Title IX, and its implementing regulations to Harford County Public Schools may be referred to Renee McGlothlin, Harford County Public Schools Title IX Coordinator, by mail to 102 S. Hickory Avenue, Bel Air, Maryland 21014, or by telephone to 410-809-6087 or by email to Renee_McGlothlin@hcps.org or the Assistant Secretary for the Office of Civil Rights in the United States Department of Education by mail to 400 Maryland Avenue, SW, Washington, DC 20202 or by telephone 1-800-421-3481, or both.

4.4 The Awarded Bidder shall furnish, if requested by HCPS, a compliance report concerning their employment practices and policies in order for HCPS to ascertain compliance with the special provisions of this contract concerning discrimination in employment.

4.5 In the event the Awarded Bidder is deemed noncompliant with the nondiscrimination clause of this contract, this contract may be canceled, terminated or suspended in whole or in part and the Awarded Bidder may be declared ineligible for further/future HCPS' work.

5.0 NON-HIRING OF EMPLOYEES BY AWARDED BIDDER OR HCPS

5.1 No employee of the HCPS or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the HCPS or any unit thereof.

5.2 No employee of the Awarded Bidder or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the Awarded Bidder or any unit thereof.

6.0 FINANCIAL DISCLOSURE

The Awarded Bidder shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies, including school districts, during a calendar year under which the business is to receive in the aggregate $100,000 or more, shall within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reached $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

7.0 POLITICAL CONTRIBUTION DISCLOSURE

Awarded Bidder shall comply with the provisions of Section 14-101 et seq. of the Election Law Article of the Maryland Code, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, including school districts, during a 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.

8.0 RETENTION OF RECORDS

The Awarded Bidder shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by HCPS hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of HCPS or designee, at all reasonable times.

9.0 LANGUAGE/GENDER

9.1 Bidder, proposer, offeror, vendor, and contractor all have the same meaning and may be used
9.2 The Board of Education of Harford County is also referred to as HCPS, Harford County Public Schools, and Board of Education which may be used interchangeably.

9.3 Bid, proposal and offer all have the same meaning and can be used interchangeably.

**10.0 COMPLIANCE WITH THE LAW**

The Bidder hereby represents and warrants:

10.1 That it is qualified to do business in the State of Maryland and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified.

10.2 That it shall comply with all Federal, State and Local law ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.

10.3 That it shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any are necessary to the performance of its obligations under this agreement.

**11.0 SAFETY AND CODE REQUIREMENTS**

11.1 Contractor shall comply with all Federal, State, and Local laws, ordinances and regulations pertaining to work under their charge and these shall be construed as the minimum requirements of these specifications.

11.2 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.

11.3 Safety Data Sheets (SDS) 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 20 CFR 1926.58 or any other applicable State, Federal or Local regulation. The Contractor, when required, must submit SDS sheets to each school or facility that receives any such supplies, materials, equipment, or any other substances furnished and/or installed by the Contractor.

**12.0 CONTRACTOR’S OBLIGATION**

12.1 The Awarded Bidder 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 as non-responsive.

12.2 The Awarded Bidder, after award and prior to starting work, may be required to submit working drawings or detailed descriptive data identified as acceptable to HCPS, which provide sufficient data to enable HCPS to judge the Awarded Bidder's compliance with the specifications.

12.3 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Bidder shall call the attention of the applicable HCPS designee(s) to such conflict before proceeding with any work.

12.4 Any deviation(s) from the specifications or scope of work must be clearly noted in detail by the Bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of deviation(s) at the time of submittal will hold the Bidder accountable to HCPS to the specifications or scope of work as written by HCPS. Any deviation(s) from the specifications or statement of work without prior documented approval will be grounds for rejection of any material, equipment, and/or services when delivered and/or performed.

12.5 The Awarded Bidder shall and will, in good 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 and 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.

12.6 Awarded Bidder may be required pursuant to the Business Regulation Article of the Maryland Code, to provide proof of Certificate of Registry.

12.7 Awarded Bidder is responsible to protect all existing and newly installed supplies and/or equipment. Any HCPS property damaged shall be replaced or repaired to the satisfaction of HCPS.

12.8 Contractors and any of its subcontractors shall advise HCPS of its intention to use any employees, which 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 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.

13.0 PROTECTION OF WORK AND PROPERTY

13.1 The Contractor will be held responsible for any and all damage to Harford County Public Schools property done or caused by the Contractor or other personnel engaged in the execution of this contract, except and unless damage, loss, injury or illness is caused by the negligence or tortious misconduct of HCPS employees. They shall be similarly responsible for all injury to any person that occurs as a result of their actions or negligence. They shall take proper safety and health precautions to protect the work, the workers, the public and the property of others. The Contractor shall also be responsible for any and all damage to adjacent property incurred in the performance of the Contract and hold Harford County Public Schools free from any and all claims for damages arising from the execution of the work.

13.2 Limit use of premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.

13.3 Keep driveways and entrances serving the premises clear and available to HCPS, HCPS’s employees and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

13.4 The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work, all trash will be removed from and about the work site and all tools, scaffolding and surplus materials shall leave the area clean and neat unless more exactly specified. In case of disputes, HPCS may remove trash, rubbish, etc. and charge the cost to the Contractor.

13.5 The Awarded Bidder shall protect all HCPS property, materials, equipment, improvements, utilities, structures, and vegetation at all times. Any property or incidentals damaged during the shall be repaired or replaced by Awarded Bidder to the satisfaction of HCPS.

14.0 PERMITS & LICENSE

The Contractor awarded this contract must, at its expense, obtain any and all permits required by Local, State and Federal authorities. The Contractor at the time of bid opening must be fully licensed in all trades or special areas that require a license by Local, State, Federal authorities. It is the contractor’s responsibility to notify HCPS of lapses in, suspension of or termination of special permits and licenses required under the Contract.

15.0 SUBSTITUTIONS AND “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 by HCPS. Any alternates or the submission of “or equal” items are subject to approval from HCPS.

16.0 GUARANTEE AND WARRANTY
16.1 The Awarded Bidder shall unconditionally guarantee the supplies and equipment furnished by the Awarded Bidder for a period of at least one (1) year from the date of acceptance of the installation by HCPS or as specified in the bid document. If the manufacturer warrants equipment for a period longer than one (1) year, the Awarded Bidder shall pass through this extended warranty to HCPS.

16.2 In the event the Awarded Bidder fails to repair, replace, adjust, rectify, remedy, correct or complete the items, defects, deterioration, and/or installation, then HCPS may have the right to secure the services of another vendor to correct the work or complete the performance required by the award of this bid. The Awarded Bidder shall be solely responsible for any and all cost, expenses and monies due to the new vendor.

16.3 The Awarded Bidder must act as the manufacturer’s agent for all warranty claims.

17.0 INDEMNIFICATION

17.1 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 Indemnitee’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.

17.2 In claims against any person or entity indemnified within this indemnification by an employee of the Awarded Bidder, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Awarded Bidder or a subcontractor under Workers’ Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

18.0 LEGISLATED BID REQUIREMENTS

Award of contracts over $25,000 shall be awarded to the lowest responsive and responsible bidder who conforms to the Specifications with consideration given to: (1) the quantities involved, (2) the time required for delivery, (3) the purpose for which it is required, (4) the competency and responsibility of the Bidder, (5) the ability of the Bidder to perform satisfactory service, and (6) the plan for utilization of minority contractors (certified by M-DOT). [REF: State of Maryland Senate Bill 202, Section 5-112-Education Article, Sub. C effective 7-1-00]

19.0 ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor to fulfill contracts solicited by HCPS 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.

20.0 EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

20.1 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 Awarded Bidder, the Awarded Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any HCPS property, including the project property. Violation of this provision may result in Termination for Cause.

20.2 Contractor acknowledges and agrees that, pursuant to Section §6-113 of the Education Article of Maryland Code, Contractor is prohibited from knowingly assigning or permitting it’s Subcontractors from knowingly assigning any of the Contractor’s or Subcontractor’s employees to work in, on or about school premises if such employee may or would have direct, unsupervised and uncontrolled access to children if the employee has been convicted of, pled guilty or nolo contendere, to any of the following crimes.
20.2.1 A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;

20.2.2 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 Maryland; or

20.2.3 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 violation of §14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under §3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

20.3 Direct unsupervised and uncontrolled access with students is prohibited. If you, as the Contractor/Site Supervisor, witness or suspect your employee(s) entering into a student area, action must be taken immediately to rectify the situation.

20.4 The apparent low bidder shall complete and submit the Employment of Sex Offenders and Other Criminal Offenders Affidavit, which is specified in the bid documents within ten (10) working days of receiving notification of potential award.

20.5 Section §11-722 of the Criminal Procedure Article of the Maryland Code prohibits any person with a contract with a local Maryland school system from knowingly employing an individual to work at the school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedure Article. Violation of this paragraph may result in termination of the agreement at HCPS's discretion.

21.0 CRIMINAL BACKGROUND CHECKS FOR CONTRACTORS

Amendments to Section §5-561 of the Family Law Article of the Maryland Code effective July 1, 2015, require each Contractor and Sub-contractor with a local school system to ensure that any individuals in their work force undergo a criminal background check and fingerprinting if such individual will work in, on or about school premises and the individual will have direct, unsupervised and uncontrolled access to children.

The term “work force” means any of the Contractor’s employees or the Contractor’s Sub-Contractors and their employees.

Contractor shall cause any member of Contractor’s work force to undergo a criminal history background check, including fingerprinting, if such work force member may or will work in, on or about school premises and may, or will have direct, unsupervised and uncontrolled access to children. Such background check and fingerprinting shall meet the requirements of Section §5-560 to §5-569 of the Family Law Article of the Maryland Code.

The cost of such criminal background check and fingerprinting shall be paid by Contractor.

HCPS shall have the right, in its sole discretion, to prohibit any individual from performing any work at, or in or about school premises based on such individual's criminal background check.

21.1 IN ADDITION to the above requirements, Contractors shall comply with the requirements of House Bill 486 passed by the General Assembly in 2019, regarding screening of applicants for employment.

21.1.1 Effective July 1, 2019
21.1.2 MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention can be found online at www.marylandpublicschools.org.
21.1.3 Submission of Section 000325 Contract Affidavit (HB 486/SB 541Compliance) is required to be
22.0 MINORITY BUSINESS ENTERPRISE PARTICIPATION

Minority participation is encouraged on all contracts and non-minority prime contractors are encouraged to use minority subcontractors. 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”. When this requirement is included in the bid documents the required certificate, waiver forms, schedule for participation forms must be submitted. Failure to submit said documents may result in a determination that the 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 ten (10) working days of receiving notification of potential award.

23.0 LABOR AND RATES OF PAY

23.1 The Awarded Bidder 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.

23.2 The Awarded Bidder agrees to comply with all applicable Federal and State law and regulation relating to payment of wages.

24.0 PROCUREMENT-INVESTMENT ACTIVITIES IN IRAN

The Awarded Bidder agrees that it shall abide by and comply with Section 17-701 et seq. of the State Finance and Procurement Article of the Maryland Code, regarding business in Iran.

25.0 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 and HCPS.

26.0 TAXES

26.1 Materials, which are incorporated into work under formal or informal contracts, are not exempt from the Maryland State Sales or Use Tax. Awarded Bidders shall be responsible for paying such taxes when purchasing materials. HCPS tax-exempt certificates cannot be used by contract awardees.

26.2 No charge will be allowed for Federal, State or municipal sales and excise taxes from which 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. Harford County Public Schools, Maryland is a political organization of the State of Maryland under the “Code of Maryland-Title 13A”. The Internal Revenue Code Section 501 specifically exempts political organizations from Federal Income Tax. Harford County Public Schools, Maryland Federal Tax ID is #52-6000955.

27.0 DELIVERIES

27.1 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.

27.2 Failure to comply with the above may be sufficient reason for rejection of shipment.

28.0 BILLING AND PAYMENT

28.1 Each invoice shall list the purchase order number or contract number of HCPS and the items on the invoice shall be listed in the same order as on the purchase order. The original invoice shall be submitted to the Accounts Payable Office, 102 S. Hickory Avenue, Bel Air, Maryland 21014, unless otherwise specified.

28.2 Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial
24-SRM-001 CONVENTIONAL SPECIAL NEEDS BUSSES (TYPE I) 

payments may be paid if partial shipments have been made and received.

28.3 Standard HCPS payment terms are net thirty (30) days.

28.4 HCPS will not pay freight bills, unless stated otherwise. Delivery shall be F.O.B., to the destination(s) as noted on Purchase Order.

29.0 GOVERNING LAW AND DISPUTE RESOLUTION

29.1 The Bid shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such bid shall be filed in the appropriate State Court located in Harford County, Maryland.

29.2 Alternative Dispute Resolution (ADR) may be used at HCPS's sole discretion, but HCPS is not obligated to utilize ADR.

30.0 CONFLICTS OF INTEREST

No employee of Harford County Public Schools shall engage in or have a financial interest in any Contract that conflicts or raises a reasonable question of conflict with their duties and responsibilities. Further, Harford County Public Schools may, by written notice of default to the supplier, terminate in whole or in part the Contract if a determination is made that obtaining the Contract was influenced by an employee of Harford County Public Schools having received a gratuity, or promise thereof, in any way or form.

31.0 ORDER OF PRECEDENCE

In the event of an inconsistency among provisions of this solicitation, the inconsistency shall be resolved by the following order of precedence:

- Specifications
- Terms and Conditions
- General Provisions

32.0 IT ACCESSIBILITY PROGRAM

32.1 Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended in 1998, is a federal law that requires agencies to provide individuals with disabilities equal access to electronic information and data comparable to those who do not have disabilities, unless an undue burden would be imposed on the agency. The Section 508 standards are the technical requirements and criteria that are used to measure conformance within this law. More information on Section 508 and the technical standards can be found at www.section508.gov.

32.2 Section 508 requires agencies, during the procurement, development, maintenance, or use of ICT, to ensure that individuals with disabilities have access to and use of ICT information and data comparable to the access and use afforded to individuals without disabilities (i.e., “ICT accessibility”), unless an undue burden would be imposed on the agency. The Section 508 standards are the technical requirements and criteria that are used to measure conformance with the law and incorporate the W3C Web Content Accessibility Guidelines (WCAG) 2.0.

33. FORCE MAJEURE

33.1 A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond the reasonable control of a party, materially affects the performance of any of its obligations under this agreement, and could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects.

33.2 The list of events to be included is a matter of negotiation between the parties. Such causes may include, but are not limited to, acts of God, nature or the public enemy, terrorism, invasion, insurrection, order of court, judge, or civil authority, strike, stoppage of labor, riot, and unusually severe weather, significant fires, floods, earthquakes, storms, epidemics, pandemics, quarantine restrictions, strikes,
freight embargos, government regulation, or governmental authorities, and delays which are not caused by any act or omission.

33.3 If either party is delayed by force majeure, the time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. HCPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. HCPS 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 Contractor shall have no recourse against HCPS. 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.
INSURANCE REQUIREMENTS

Bus Purchases

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:

<table>
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<tr>
<th>Limit</th>
<th>Description</th>
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<tbody>
<tr>
<td>$1,000,000</td>
<td>Each Occurrence;</td>
</tr>
<tr>
<td>$1,000,000</td>
<td>Personal and Adv Injury;</td>
</tr>
<tr>
<td>$2,000,000</td>
<td>General Aggregate; and</td>
</tr>
<tr>
<td>$2,000,000</td>
<td>Products/Completed Operations Aggregate</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Limit</th>
<th>Description</th>
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<tbody>
<tr>
<td>$100,000</td>
<td>Each accident for bodily injury by accident;</td>
</tr>
<tr>
<td>$100,000</td>
<td>Each employee for bodily injury by disease; and</td>
</tr>
<tr>
<td>$500,000</td>
<td>Policy limit for bodily injury by disease.</td>
</tr>
</tbody>
</table>

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

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<tr>
<th>Limit</th>
<th>Description</th>
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<tbody>
<tr>
<td>$3,000,000</td>
<td>Per occurrence;</td>
</tr>
<tr>
<td>$3,000,000</td>
<td>Aggregate for other than products/completed operations and auto liability; and</td>
</tr>
<tr>
<td>$3,000,000</td>
<td>Products/completed operations aggregate.</td>
</tr>
</tbody>
</table>
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:

“The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers are named as additional insureds on this commercial general liability insurance with respect to liability arising out of the services provided by the Named Insured under Contract:

__________________________________________________________________ ___
(Enter specific identifying information such as project name, Board’s contract number and/or date of contract).”

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
3. **Vendor’s Property Insurance**

3.1 The Vendor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased 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.
24-SRM-001 CONVENTIONAL SPECIAL NEEDS BUSSES (TYPE I)

HARFORD COUNTY PUBLIC SCHOOLS
102 South Hickory Avenue
Bel Air, MD 21014

BID SPECIFICATIONS

BID # 24-SRM-001

CONVENTIONAL SPECIAL NEEDS SCHOOL BUSSES (TYPE I)

1. GENERAL INFORMATION

1.1 These specifications in addition to and/or in place of similar paragraphs in the Board of Education of Harford County (hereafter referred to as Harford County Public Schools or HCPS), Instruction to Bidders, are intended to cover the furnishing of eleven (11) 2024 or 2025, Type I, Conventional Special Needs School Buses with flat floor, wheelchair lift and air conditioning that are fully assembled, ready to operate.

1.2 It is preferred that the buses be delivered within twelve (12) months of purchase order. 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. Estimated lead time from purchase order to delivery must be included on the bid form.

1.3 It is the intent of these specifications to provide prospective bidders with complete information relative to the total performance of any resulting Contract. Bidders are obligated to read and understand all parts of this Invitation for Bid and to obtain clarification of any part not thoroughly understood.

1.4 This contract will be coordinated through the Transportation Department.

2. SPECIFIC CONDITIONS

2.1 It is the sole responsibility of the Bidder to call to the attention of Sara Rowe, NIGP-CPP, Procurement Agent at sara.rowe@hcps.org, of any discrepancies in specifications, IN WRITING, at least FIVE (5) working days PRIOR TO THE OPENING OF THE BID. Any errors, omissions or incompatibilities noted after the bid opening shall be the Bidder’s responsibility and shall in no way release them from performing all work in accordance with good practices and in accordance with the true meaning and intent of the Scope of Work and the Specifications for this project.

2.2 No bid will be considered from any person, firm or corporation who has defaulted in the performance of any contract or agreement made with Harford County Public Schools, or conclusively shown to have failed to perform, or complete on time, a contract(s) or project(s) of similar nature. HCPS will consider past performance, i.e. the quality of services of bidders who have previously contracted with HCPS for similar services.

2.3 The Awarded Bidder shall, without additional cost to Harford County Public Schools, be responsible for obtaining all necessary licenses and permits. The Awarded Bidder shall comply with all FEDERAL, STATE, AND LOCAL LAWS, CODES AND REGULATIONS in connection with the performance of the work. Licenses and permits shall apply to the Contract throughout and shall be deemed to be included in the Contract the same as through herein written out in full.

2.4 The documents contained within this Invitation for Bid, constitutes the only terms and conditions agreed upon between HCPS and the Awarded Bidder. Modifications, alterations, changes or amendments must be agreed upon in writing and signed by both parties.

2.5 Any and all exceptions to the bid documents must be clearly noted at the time of bid submission and included under a separate submission labeled “Exceptions”. Exceptions may deem the bid non-responsive.
24-SRM-001 CONVENTIONAL SPECIAL NEEDS BUSES (TYPE I)

2.6 Bidders providing incomplete or inaccurate information to HCPS are subject to immediate termination of the contract or rejection of their bid as non-responsive.

2.7 Bidders are solely responsible for their expenses, if any, in preparing a response to this Invitation for Bid.

2.8 During the contract period, including renewal options, HCPS reserves the right to modify bus requirements, specifications, and/or model year due to manufacturer changes or HCPS needs. Pricing may be altered due to any of these adjustments.

2.9 The Awarded Bidder shall be responsible for their work until its completion and final acceptance.

3. FORM OF PROPOSAL

3.1 All pricing must be submitted on the Bid Form; all blank spaces shall be filled in and properly signed.

3.2 Bidders must state in their bid proposal the unit price, and the total price for the item bid.

3.3 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 DEEM THE BID NON-RESPONSIVE.

3.4 Due to possible changes and/or additions to the solicitation package, HCPS requests that bidders delay submission of their bid package until after the date that questions are due, to allow time for the possible issuance of an addendum. All changes will be processed through appropriate addenda.

4. AWARD

4.1 Harford County Public Schools intends to award, to the lowest responsive and responsible bidder(s) meeting the specifications. HCPS reserves the right to award by line item or in total or make no award. HCPS is not obligated, but reserves the right, to award to one or more responsive and responsible bidder(s) offering the lowest pricing and is deemed to be in the best interest of HCPS.

4.2 The reliability/up-time 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.

4.3 Submission of a proposal, in response to this solicitation, shall mean that the Bidder can provide items "as specified" within the specified time frame.

4.4 HCPS may reject any bid which contains omissions, altered forms, additions, or imposes conditions or offers alternate items. HCPS may make any award which is deemed in the best interest of Harford County Public Schools or make no award at all, at its sole discretion.

4.5 Harford County Public Schools reserves the right to accept or reject any or all bids and to waive any informalities in bids received whenever such rejection or waiver is in the best interest of HCPS.

4.6 Conditional or unbalanced bids will not be accepted and may be deemed non-responsive.

4.7 HCPS reserves the right to reject any bid if the evidence submitted by a bidder, or from the
investigation of such bidder, fails to satisfy HCPS that such bidder is qualified to perform the obligations of the contract.

4.8 HCPS does not guarantee that all or any work will be done and reserves the right to reject all bids and to re-bid at its sole discretion.

4.9 HCPS reserves the right to add awarded bidder(s) to this contract, within one (1) year of contract award, if the initial awarded bidder(s) cannot fulfill all of the requirements.

4.10 HCPS reserves the right to utilize the services of the next favorably priced responsive and responsible bidder, if for any reason the preceding Awarded Bidder is unable to fulfill their contractual obligations within one (1) year of contract award.

4.11 HCPS In the event the Awarded Bidder(s) cannot deliver the services of the Contract in accordance with the specifications, HCPS reserves the right to purchase the services on the open market to assure the continued operation of HCPS. The difference in the open market cost and bid price will be at the expense of the Awarded Bidder.

5. **TERM OF CONTRACT**

5.1 The initial term of this contract shall be for one (1) year and shall begin **October 1, 2023** through **September 30, 2024**.

5.2 Harford County Public Schools reserves the right, if mutually agreed upon, to renew this contract under the same terms and conditions for two (2) additional, one (1) year periods.

6. **PRICING AND RATE ADJUSTMENTS**

6.1 The Awarded Bidder shall notify HCPS in writing of any manufacturer model changes and price adjustments requested for the renewal period as soon as announced.

6.2 Price adjustments will be a “pass through” to HCPS with no mark-up by the Awarded Bidder allowed. Documentary evidence supporting any request for any price increase to substantiate the requested increase must be provided in order to be considered.

6.3 Upon receipt of the Awarded Bidder(s) documentation, HCPS shall decide to accept, reject, or negotiate the price adjustment based upon its investigations and the information provided by the Awarded Bidder.

7. **DISCOUNTS**

It shall be the responsibility of the Awarded Bidder to provide notification of any promotional allowances, volume incentives, and/or rebates. The Awarded Bidder(s) shall also provide any necessary forms and documentation needed to redeem such discounts.

8. **BILLING AND PAYMENT**

8.1 Harford County Public Schools will issue a Purchase Order for work to be completed listed on the Bid Form.

8.2 Invoices must be submitted to the Accounts Payable Department, 102 S. Hickory Avenue, Bel Air, MD 21014, referencing the Contract and/or Purchase Order number.

8.3 A copy of all invoices are to be sent to the to the Transportation Department, Attention: Chief of Vehicle Maintenance, 2209 Conowingo Road, Bel Air, MD 21015, referencing the Purchase Order number.

8.4 Invoice must reflect the ‘Total Bid’ amount provided on the Bid Form.
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8.5 Awarded Bidder must accept payment by PCard, conventional check, or other electronic means at HCPS’ option.

8.6 Standard HCPS payment terms are net thirty (30) days, after receipt of an approved invoice.

9. GUARANTEE/WARRANTY

9.1 Buses shall be subject to the standard manufacturer’s warranty.

9.2 Awarded bidder must be able to provide the logistics of how they will respond to service/warranty issues in order to assure maximum up-time, as well as a site in proximity to our location for service. Each bidder must provide information as to how they will address this concern.

9.3 Engine shall have complete engine coverage including EGR for five (5) years with unlimited mileage (Cummins EXC warranty). Coverage may not exclude bolt on parts or injectors.

9.4 Transmission shall have a minimum five (5) year warranty.

9.5 All warranties, express or implied, shall survive delivery, inspection, acceptance, and payment.

10. TAXES

Sales to the State of Maryland or any of its political subdivisions are exempt from retail sales tax.

11. PROTECTION OF WORK AND PROPERTY

The Awarded Bidder will be held responsible for any and all damage to Harford County Public Schools property done or caused by the Awarded Bidder or other personnel engaged in the execution of this contract. They shall be similarly responsible for all injury to any person that occurs as a result of their actions or negligence. They shall take proper safety and health precautions to protect the work, the workers, the public and the property of others. The Awarded Bidder shall also be responsible for any and all damage to adjacent property incurred in the performance of the Awarded Bidder and hold Harford County Public Schools free from any and all claims for damages arising from the execution of the work.

12. TITLE WORK

All matters related to title work, providing temporary tags and permanent tags, shall be included in the bid price and shall be the responsibility of the Awarded Bidder.

13. QUALIFICATION OF BIDDER

13.1 Dealer shall be licensed by the Maryland Motor Vehicle Administration. Bidder shall provide documentation to confirm they are licensed with their proposal. Failure to provide this information may deem bidder non-responsible.

13.2 All bidders must be considered in “Good Standing” (all fees, taxes, and penalties owed to Maryland are paid). Visit the following website to ensure compliance: https://egov.maryland.gov/BusinessExpress/EntitySearch (HCPS bears no responsibility for accuracy, legality or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content.) Any bidder not considered in “Good Standing” may be deemed non-responsible.

13.3 Bidders shall furnish to HCPS any requested information and data/documentation. HCPS reserves the right to reject any bid if the information or documentation submitted by the bidder or investigation of such bidder fails to satisfy HCPS that such bidder is properly qualified to carry out the obligations of the Contract and to complete all requirements contemplated therein.

13.4 Bidders shall complete and return with their bid the “Reference Form” included in this solicitation (see Bid Form – Reference Form). Bidders shall have a minimum of three (3) references completed
from clients of similar size and needs, within the past three (3) years. Business Name, contact name, type of work performed, e-mail addresses and phone numbers are required. Failure to submit references may deem bidder as non-responsible.

13.4.1 The references listed will be checked by HCPS. All references must include a contact person who can comment on your organization’s ability to provide this service and their impression of how well your organization fulfilled its obligations under the contract. It is imperative that contact names and information be accurate.

13.4.2 HCPS will not be responsible for errors, non-working phone numbers, inaccurate email addresses or persons no longer employed with the firm or do not respond.

14. **TECHNICAL SPECIFICATIONS**

14.1 It is the intention of Harford County Public Schools to purchase eleven (11) 2024 Model, Type I, Conventional School Buses with Flat Floor, Wheelchair Lift and Air Conditioning to transport students with special needs. These specifications are designed to provide serviceability and safety for the physically challenged. The requirements outlined herein are intended as an aid to acquaint bidders with what could be required to execute the work under this contract.

14.2 Any substitute offered must have provisions for:

14.2.1 Four (4) forward facing wheelchairs with occupants and provide seating for twenty-one (21) passengers.

14.2.2 Vehicle shall have a maximum wheelbase of 219” and a maximum curb turning radius of thirty-one feet (31’).

14.2.3 Dimensions of entrance ways must meet the specifications that follow.

14.2.4 Maneuverability, capacity, serviceability and flexibility in seating must be maintained for any bid to be considered.

14.3 School vehicles used to transport any Maryland public school pupil shall meet all Federal Motor Vehicle Safety Standards Code of Federal Regulations (CFR) 49, Part 571; Maryland Motor Vehicle Administration COMAR 11.19.02 (current as of the time of manufacture) and the minimum specifications set forth below:

14.3.1 Interior side panels between windows and floor shall be non-rusting, unpainted metal.

14.3.2 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 an accessible place in driver’s compartment. (Under-seat mounting does not meet this requirement).

14.3.3 Heater Requirements

14.3.3.1 Is to be of the fresh air or combination fresh air and recirculating type.

14.3.3.2 Separate driver’s heater and stepwell heater shall be provided.

14.3.3.3 Any combination of left and right heaters exceeding 100,000 BTU’s shall be acceptable.

14.3.3.4 A rear heater with a minimum 80,000 BTU rating shall be installed behind the wheelchair lift in the right rear of the bus.

14.3.3.5 All heater hoses shall be attached with aircraft-type clamps at engine and brass shut-off valves at all heaters be installed in outlet and inlet hoses at engine. Two heater shut off valves shall be installed in the engine compartment, as well as one in the drivers area.

14.3.4 Adjustable driver’s defrost fan is to be provided and installed.
14.3.5 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.

14.3.6 An eight (8) lamp system of lights shall be provided and meet the Maryland Motor Vehicle Administration COMAR 11.19.02.16. The eight (8) light system shall be LED Strobe. Each eight (8) light system shall have a visor installed above it.

14.3.7 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 with a red background.

14.3.8 Two (2) high-intensity LED 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 air operated. The stop arm shall be Specialty Manufacturing Company, Inc.

14.3.9 Side windows are to be minimum twenty-eight inch (28”) high split-sash, rust-proof type.

14.3.10 Rear windows are to be of the largest size available as a standard design from each manufacturer.

14.3.11 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.

14.3.12 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 (6”) high and ¾ inch stroke. In the absence of adequate space on the RF body, placing the number in yellow on the bumper is acceptable. Additionally, the bus number shall be applied to the bus roof per COMAR specifications. Decals shall be applied to front left and right cowl, unless there is no cowl, then they be applied to the front bumper on the left and right side.

14.3.13 Crossing arm shall be installed and shall be a Specialty Manufacturing Company Model unit meeting the following specifications:

14.3.13.1 Full operation from –40 degrees F to 160 degrees F.
14.3.13.2 Brass or Bronze bushings at all pivot points.
14.3.13.3 Air operated with two (2) year warranty.
14.3.13.4 The arm shall be yellow and shall be constructed of a polycarbonate material.
14.3.13.5 Shall extend a minimum of 5’ 6” from the face of the front bumper when activated.
14.3.13.6 Shall be mounted on the far-right side of the front bumper.
14.3.13.7 There shall be quick disconnect plugs for easy removal.
14.3.13.8 Self-locking nuts are required to reduce the possibility of loosening from vibration.

14.3.14 “HARFORD COUNTY PUBLIC SCHOOLS” shall be applied on each side of bus below window line in six-inch (6”) letters in black per COMAR specifications.

14.3.15 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 and shall be installed with stainless steel screws.

14.3.16 Underseat storage box is prohibited in passenger area.
14.3.17 Quadruplicer spherical 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. Heated mirrors shall operate on a 15 to 20 minute timed cycle each time the switch is activated. Mirror package must meet FMVSS-III. The right mirror shall be viewed through the windshield. All mirror mounting brackets shall be stainless steel.

14.3.18 Non-locking overhead driver storage box shall be provided.

14.3.19 Locking storage door for emergency equipment is prohibited.

14.3.20 Mud flaps for rear wheels shall be provided and installed. Exterior side skirts shall extend to the centerline of the axles. Snow Rail shall be provided on each side to protect the lower skirts.

14.3.21 Rear bumper shall be minimum of 9 ¾ inches wide.

14.3.22 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 and shall include a height adjuster to accommodate drivers of different heights. Belt shall be “orange.”

14.3.23 Driver's seat shall be high back air suspension with folding armrests with knee action. Seat shall be a Magnum 200 or an approved substitute.

14.3.24 Headroom in aisle shall be minimum 77 inches.

14.3.25 Interior emergency door handle operation shall be clearly and permanently labeled.

14.3.26 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.

14.3.27 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.

14.3.28 All windows except windshield shall be AS-2 labeled, laminated glass. Windows in side and rear of bus shall be tinted to 28% light transmission.

14.3.29 Bus shall be equipped with DC Dual USB power outlet in driver's compartment.

14.3.30 Fire extinguisher shall have a rating of not less than 2A/10B-C.

14.3.31 Stepwell shall be stainless steel or coated with a bed liner type material to prevent rust. Minimum three steps shall be provided to ease loading of small persons. Top covering of step treads shall be pebble tread design. There shall be no backing material behind the steps. The area behind the step shall be coated with a bed liner type material.

14.3.32 Manufacturer shall supply noise reducing insulation package to include engine cover and firewall. Delete stepwell sound package.

14.3.33 Bus shall be equipped with AM/FM/BlueTooth radio with PA system and four (4) speakers. The front speaker shall be located as close as allowable by law to the driver's compartment.

14.3.34 Bus shall come equipped with full length acoustical headlining.

14.3.35 Back up alarm shall be installed. Unit must automatically operate when vehicle is put in reverse and meet or exceed the following specifications.
14.3.35.1 Beep rate of approximately 90 per minute
14.3.35.2 Volume at four feet (4'), zero degrees axis, ambient temperature of 25+4 degrees C
14.3.35.3 107 ± 4 db (a)
14.3.35.4 Frequency 1,000 4 db (a)
14.3.35.5 Frequency 1,000 ± 200 Hz
14.3.35.6 Operational range –40 degrees C to 85 degrees C

14.3.36 Front right service door shall be electric operated and shall open outward.

14.3.37 Grab handles shall be provided on each side of front right service door.

14.3.38 Bus shall have flat floor without wheel wells, and no step between driver’s area and the passenger compartment and shall meet or exceed the following specifications.

14.3.38.1 Wear plate at step and floor.
14.3.38.2 Cove moldings at rear and side walls.
14.3.38.3 Two (2) inch white aisle strip at front restraining barriers.
14.3.38.4 Access plate: In floor, placed directly above fuel tank sending unit. Must allow unrestricted removal of the fuel gauge sending unit.
14.3.38.5 Subfloor to be marine grade plywood, five (5) ply, 5/8 inch thick, running entire length of bus with no step between driver’s area and passenger compartment.
14.3.38.6 Buses shall be equipped with four (4) Q'straint Slide 'N Click 360 degree (Q8300-A1-SC) with retractable lap/shoulder belt assembly.

14.3.38.12 Floor shall be one piece and color shall be black

14.3.39 Entrance Door:

14.3.39.1 Outward opening doors with three-step entrance.
14.3.39.2 Exterior pull handle to be installed on forward door.
14.3.39.3 Doors to have minimum horizontal opening of twenty-four (24) inches, sealed bearings, and door mechanisms housed within the bus body when closed.
14.3.39.4 Doors to be electric-powered and operate regardless of ignition key position.
14.3.39.5 Door switch to be located to the right side of dashboard within easy reach of the driver
14.3.39.6 Interior lights shall be programmed to come on when the doors are open and the ignition key is in the “run” position.

14.3.40 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.

14.3.41 Space shall be provided for:

14.3.41.1 Left rear corner to accommodate three (3) forward facing wheelchair positions, with twelve (12) feet minimum distance between rear wall of the bus and top of last seat back. Wheelchair opening is to be at least 43” x 60”. Each wheelchair setup should include provisions to attach “Q’Straint G02” Oxygen holders.
14.3.41.2 Right side to accommodate one (1) forward facing wheelchair position in front of wheelchair lift. With four (4) feet minimum distance between lift and top of last seat back.
14.3.41.3 A configuration which places four (4) seats in the front left, four (4) seats in the front right, three (3) wheelchairs in the left rear, and one (1) wheelchair
immediately in front of the wheelchair lift is recommended and acceptable.

14.3.41.4 When configured with four (4) wheelchairs, the unit shall contain a minimum of seven (7) seats. Fourteen (14) seats and all equipment necessary to transport four (4) wheelchairs shall be included.

14.3.41.5 Seats which incorporate convertible seat backs shall be used throughout the bus.

14.3.41.6 The front six (6) seats in the bus (three on each side) shall have integrated child seat backs and shall be spaced at optimum spacing for transporting toddlers 20-50 pounds. The remaining eight (8) seats shall be equipped with two (2), three (3) point lap and shoulder belts installed.

14.3.41.7 All seats and modesty panels shall be covered with Fire-Block Upholstery.

14.3.41.8 A restraining belt button track rail shall be installed above the window line on both sides of the bus, running the length of track seating on the floor.

14.3.42 Seat and Restraint Requirements

14.3.42.1 Seats shall be gray in color.

14.3.42.2 Each passenger seat should have 2 (2), three (3) point lap and shoulder belts installed.

14.3.42.2.1 If it is available to have an integrated seat with an optional seatbelt for when the integrated seat is not being used for the first 2 rows, that would be preferred. Please specify seat with descriptive material as described in Section 3.3.

14.3.42.3 Buses shall be equipped with removable seats (minimum of 5 seats) in the wheelchair tiedown areas. The removable seats shall attach to the seat rail via pre-drilled holes to ensure the seats are only capable of being installed at the engineered location to maintain compartmentalization. The aisle side legs shall be attached to the floor via two bolts per seat foot (total of 4 bolts per seat). Seats that do not utilize the seat rail for wall side attachment shall not be accepted (e.g. 4 legged track mounted seating).

14.3.42.4 Wheelchair restraints shall meet 30 mph / 20 G impact test criteria.

14.3.42.5 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 HCPS.

14.3.43 Chassis cowl shall be painted to assure perfect color match between cowl and body

14.3.44 Roof Hatch

14.3.44.1 Two (2) dual-purpose roof hatches: Specialty Manufacturing (SMI) Model 9245 Pro Lo series.

14.3.44.2 Multi-position roof ventilator.

14.3.44.3 Audible alarm when opened.

14.3.44.4 Able to be opened from inside or outside.

14.3.44.5 Clearly-marked instructions for operation.

14.3.44.6 Roof hatch to be outlined in reflectorized tape on roof. Diamond-grade yellow, one-inch width (3M or Reflexite).

14.3.44.7 Roof hatch shall have no power vent installed

14.3.45 There shall be one (1) vertical hinged push out emergency windows per side of bus.

14.3.46 Roof shall be painted white, beginning above the marker lights and shall have rounded corners.

14.3.47 Interior of bus shall have six (6) LED dome lamps in passenger area. There shall be one (1) LED lamp in the driver’s area with a separate switch. The stepwell light shall be LED.
14.3.48 LED lamps, exterior to be Truck-Lite, Weldon, or Sound-Off brand sealed units, with full factory warranty and shall meet all Federal and COMAR standards.

14.3.48.1 Two (2) LED 7 inch combination tail and stop lights.
14.3.48.2 Two (2) LED 4 inch combination tail and stop lights.
14.3.48.3 One (1) LED license plate light, mounted on the left rear side.
14.3.48.4 Two (2) LED 7 inch clear back up lights.
14.3.48.5 Two (2) LED 7 inch amber rear directional signals.
14.3.48.6 Four (4) LED armored side directional marker lights, mounted at seat level rub rail; amber (front) and red (rear).
14.3.48.7 Front, rear, and side roof LED clearance lights.
14.3.48.8 One (1) 4 inch clear and 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 light switch, mounted in an integrated waterproof mounting flange.
14.3.48.9 Two (2) four (4) inch oval clear mounted LED lights mounted and installed One on the left skirt and one on the right skirt, aft of rear wheel pocket area below the seat line rub rail, illumination at rear tire, wired to reverse wire signal.

14.3.49 Bus shall be equipped with a roof mounted strobe light with guard. The light shall be mounted on the centerline of the roof approximately six feet (6') from the back of the bus. It shall be controlled by a manual switch and pilot light.

14.3.49.1 LED double flash type
14.3.49.2 Minimum 10 Joule
14.3.49.3 Less than 5” overall height
14.3.49.4 Self-contained
14.3.49.5 Clear lens
14.3.49.6 Flange type mounting
14.3.49.7 Minimum 2-year warranty
14.3.49.8 12 volt
14.3.49.9 Shall meet SAE, FMVSS and National Standards

14.3.50 Area directly above the stairwell, between the floor and ceiling shall maintain a clear opening width of twenty inches (20") from the front right service door to the front seat barriers.

14.3.51 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.

14.3.52 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.

14.3.53 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.

14.3.54 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:

14.3.54.1 Shall operate with key in the on/off position.
14.3.54.2 Single door only. A single point fastening device shall be used. Door shall be hinged at forward side. An exterior latch shall be provided to fasten door open.
14.3.54.3 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.

14.3.54.4 Door shall be manually operated.

14.3.54.5 Operated by an electric motor-driven hydraulic pump.

14.3.54.6 Continuous lifting capacity minimum 1000 pounds.

14.3.54.7 Platform area minimum 32” wide x 48” long.

14.3.54.8 Shall have automatic inboard and outboard roll stop.

14.3.54.9 Shall have minimum 800 lb. capacity.

14.3.54.10 Shall have safety belt and handrails on both sides.

14.3.54.11 Ramp shall have 32” clear width for clearance for wheels on wheelchair.

14.3.54.12 Shall have no overhead header bar.

14.3.54.13 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.

14.3.54.14 Door shall contain a window aligned with lower line of other windows of vehicle and approximately the same size as other vehicle windows.

14.3.54.15 Door posts and headers shall be reinforced sufficiently to provide support and strength equivalent to that of other doors.

14.3.54.16 Power supply to lift shall be protected at source by appropriate fuses or circuit breakers.

14.3.54.17 Power lift platform surface shall be of nonskid material.

14.3.54.18 Device shall be installed which will be used to prevent operation of lift until doors are opened.

14.3.54.19 All power supply cables to lift shall be protected by grommets where they pass through any sheet metal or any area chafing might occur.

14.3.54.20 A recessed light shall be placed inside vehicle, over special service door, and shall be operated from door area. Light must be LED.

14.3.54.21 Lift shall be Braun Century Model NCL917IBHB-2 with a 33” X 51” platform.

14.3.55 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 with minimum 23,000 pound rating. Bus shall include an air pressure gauge and low air buzzer. Front hubs are to be oil type.

14.3.56 Gear ratios will be specified at time of order.

14.3.57 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.

14.3.58 Brake lines shall be stainless steel. HCPS will not accept galvanized brake lines. Ny clad coating on brake lines is acceptable.

14.3.59 Bus shall be equipped with a heated air dryer.

14.3.60 Engine Specifications shall be as follows:

14.3.60.1 Diesel engine shall be 4 cycle, in-line 6 cylinder with a minimum displacement of 400 cubic inches.

14.3.60.2 Engine shall have a minimum gross horsepower rating of 260 and a minimum gross torque rating of 580 ft./lbs.

14.3.60.3 Turbo charging and intercooling are required.
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14.3.60.4 A governor shall be provided and set to manufacturer’s specification.
14.3.60.5 A hand throttle shall be provided to assist engine warm-up (electronic preferable).
14.3.60.6 In addition to the oil pressure gauge, a low oil pressure light and warning buzzer shall be installed.
14.3.60.7 Engine shall have complete engine warranty coverage including EGR for 5 years with unlimited mileage (Cummins EXC warranty).
14.3.60.8 Coverage may not exclude bolt on parts such as turbochargers or injectors.
14.3.60.9 Engine shall comply with current emissions standards.
14.3.60.10 Engine shall be equipped with an electronically-controlled engine exhaust brake: controlled by a switch mounted within easy reach of driver.
14.3.60.11 Approved engine is the Cummins ISB.

14.3.61 Transmission shall be five-speed Allison Automatic Model 2500PTS. Transmission shall have minimum five (5) year warranty.

14.3.62 Shall have fender mounted turn signals.

14.3.63 Power steering shall be provided.

14.3.64 Alternator shall be minimum 320 amp with pad mount. Rectifier and voltage regulator shall be built into the alternator. Separate voltage regulator installed remote from the alternator is not acceptable.

14.3.65 Minimum three (3) maintenance-free batteries, shall be installed on left frame rail, with a cable of 00 gauge. Minimum total cold crank amp rating 2700. Each battery should be 1150 CCA, 3 batteries in total.

14.3.66 Cooling system shall be protected to minus twenty (-20) degrees with permanent type anti-freeze.

14.3.67 Front tires are to be 255/70R225 and shall be Goodyear G-661 or approved equal.

14.3.68 Rear tires are to be 255/70R225 and shall be Goodyear G-622 or approved equal.

14.3.69 Tires shall be 14 or 16 ply, tubeless low profile radial, single front, dual rear, mounted on 8.25 x 22.5 drop center hub piloted Alcoa Dura-Bright aluminum disc rims. All six rims shall be the specified aluminum wheel. No substitutions will be accepted.

14.3.70 Fuel tank shall be minimum one hundred (100) gallon capacity. Fuel tank shall be fully undercoated top and bottom to prevent rust.

14.3.71 Front and rear shock absorbers of sufficient capacity must be installed.

14.3.72 External fuel filter shall be installed between fuel tank and fuel pump as appropriate.

14.3.73 Bus shall be equipped with a tilt and telescopic steering column.

14.3.74 Wheelbase maximum 219” with maximum allowable curb turning radius of 31’.

14.3.75 Vehicle shall be equipped with heavy duty front bumper with minimum thickness ¼”. Bumper shall be coated to protect against rust.

14.3.76 Instrument panel shall be black or gray in color.

14.3.77 In addition to the standard driver’s sun visor, the vehicles shall include a left side driver’s sun visor.
14.3.78 All buses in this bid are to be keyed alike. Vendor shall supply 5 keys for each vehicle.

14.3.79 School buses shall have a flexible “whip” antenna constructed of rubber.

14.3.80 All bus wiring shall be enclosed in a nylon wrap, not polyethylene as to prevent chafing.

14.3.81 Front bumper shall be coated with a bedliner type material as to prevent rust.

14.3.82 School bus chassis shall comply with latest Federal, State and County specifications.

14.3.83 School bus chassis shall come completely undercoated to help prevent rust from state/county road treatments.

14.3.84 School buses shall have a body constructed of a minimum of 20 gauge sheet metal.

14.3.85 Bus shall come equipped with cup holder installed in the drivers area.

14.3.86 Buses shall be equipped with air conditioning as follows:

14.3.86.1 Shall be either Carrier or MCC or Trans Air, and must be factory installed at the time of build and not upfitted at a later date.

14.3.86.2 Shall be “free blow” system.

14.3.86.3 Evaporators shall be bulkhead and dash mounted with a minimum 100,000 total BTU rating.

14.3.86.4 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.

14.3.86.5 Cooling capacity: Minimum combined rating 100,000 BTU/Hr., meeting the following performance standards:
From startup, the interior of the bus must be 20 degrees F cooler than the ambient temperature within 30 minutes (at a minimum interior ambient temperature of 90 degrees F) and maintain the temperature for as long as the bus is in operation.
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.

14.3.87 Power Source and Compressor(s)

14.3.87.1 Shall be two (2) compressors and shall be engine driven.

14.3.87.2 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.

14.3.87.3 Compressors shall be mounted in the safest area possible. Compressors shall not be mounted below the chassis frame rails.

14.3.88 Condensers

14.3.88.1 Skirt mounted condensers shall be Model CM-3 Salt Shield Severe Duty (with E-coating), Or equivalent

14.3.88.2 Rear condenser shall be 3 fan (CM-3) unit (not a 2-fan unit), Or equivalent

14.3.88.3 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.
14.3.84 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.

14.3.84.5 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.

14.3.85 Evaporators

14.3.85.1 Shall be one EM-1 evaporator and one EM-7 evaporator or approved equal (minimum combined rating of 100,000 btu/hour). Or equivalent

14.3.85.2 Preferred locations – One (1) mounted on rear header and one (1) mounted in front header and in dash. Bidder must provide plans with bid for any alternate location.

14.3.85.3 Location of front evaporator must provide for air directed at the school bus driver.

14.3.85.4 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.

14.3.85.5 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.

14.3.85.6 Air intake for any evaporator assemblies shall be equipped with replaceable air filters accessible without disassembly of evaporator case.

14.3.85.7 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.

14.3.85.8 Air filter to be electrostatic-type, washable and reusable.

14.3.86 Controls, Wiring, Hoses and Miscellaneous Hardware

14.3.86.1 All system operating controls, including on-off switches, blower switches and thermostat controls shall be accessible to driver in seated position.

14.3.86.2 Blower shall be a minimum of two speeds.

14.3.86.3 Wiring shall be copper with color-coded insulation and shall be in a nylon loom.

14.3.86.4 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.

14.3.86.5 All wiring, hoses, and lines shall be grommeted, routed, and supported so as to reduce wear resulting from heat, chafing, vibration, and other factors.

14.3.86.6 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.

14.3.86.7 All flexible refrigerant hoses shall be double-braided; all slip-on type hose-to-fitting connections shall be equipped with stainless steel hose clamps.

14.3.86.8 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.

14.3.86.9 Refrigerant shall be R134A.
14.3.86.10 Shall include extra wiring accessory power connection in the electrical panel; four (4) positions fused at 20 AMPS each two (2) wired to ignition power and two (2) wired to the batter power.

14.3.87 Warranty - The total system shall be fully warranted for two (2) years, including parts and labor with no warranty limitation on number of operating hours. Parts to be warranted shall include but not 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.

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

14.3.87.1 Refrigerant service ports high and low pressure, all service ports must be mounted above the frame rail and easily accessible
14.3.87.2 Sight glasses – must be directly visible.
14.3.87.3 Filter-dryer as equipped – accessible for replacement; must not use sweat-type fittings.
14.3.87.4 Expansion valves.
14.3.87.5 Drive belts – for replacement and adjustment.
14.3.87.6 System fuses and circuit breakers.
14.3.87.7 Evaporator air filters – serviceable.
14.3.87.8 All major component serial number – must be readily visible.

14.3.89 Parts and Service Manuals and Software - 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.

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

14.3.91 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.

14.3.92 Diagnostic Equipment - The Awarded Bidder(s) may be required to provide the following OEM’s diagnostic software, current computer version, as well as necessary cables and adapters to connect with a laptop/PC configuration.

14.3.91.2 Engine/Transmission
14.3.91.3 Fuel System
14.3.91.4 Dash Cluster
14.3.91.5 Anti-lock Brake System
14.3.91.6 Body
14.4 Training (Option #1)

14.4.1 The Awarded Bidder will provide service training to HCPS mechanics relative to operation, maintenance, diagnosis and troubleshooting of the diesel engine(s); transmission(s); brakes and anti-lock brake systems provided in their chassis. Each class shall include hands on system troubleshooting, classroom theory of operation and maintenance. Training shall consist of ENGINE: 32 trainer hours for 8 mechanics, two-two-day engine classes. TRANSMISSION: 32 trainer hours for 8 mechanics, four-one day transmission classes. BRAKES: 32 trainer hours for 8 mechanics, four-one day brake classes. ANTI-LOCK BRAKE SYSTEM: 32 trainer hours for 8 mechanics, four-one day anti-lock brake classes. (Each class shall consist of eight hours per day with eight mechanics attending per class.)

14.4.2 The Awarded Bidder shall be required to provide service training to HCPS mechanics relative to operation, diagnosis, maintenance and troubleshooting of the Braun NL917FIB commercial wheelchair lift. Training shall consist of 24 trainer hours for 8 mechanics, 3 eight-hour days for orthopedic lift classes.

14.4.3 Training shall be held at Harford County Public Schools, Transportation Department, 2209 Conowingo Road, Bel Air, MD 21015 between the hours of 7:30 A.M. to 4:00 P.M. Monday through Friday. Training schedules require prior approval by the Chief of Vehicle Maintenance. The Chief of Vehicle Maintenance shall approve training classes conducted at vendor locations.

15. Inspection

15.1 HCPS shall inspect the ‘pilot’ model, prior to the production of the requested buses. This will ensure all specifications listed are met and that the buses will meet the needs of the district.

15.2 Awarded Bidder is to contact the Chief of Vehicle Maintenance at 410-638-4095 to schedule time of inspection. All associated costs will be borne by the Awarded Bidder.

16. Subcontractors

16.1 Awarded Bidder shall not subcontract out any portion of this Contract without prior approval from HCPS. No exceptions. The Awarded Bidder is required to have sufficiently trained staff to handle the project. Any Awarded Bidder using subcontractors not approved by HCPS, may be subject to termination for cause.

16.2 The Awarded Bidder shall not, without prior written consent of HCPS, assign any of the moneys payable under the Contract.

17. Conflict of Interest

No employee of Harford County Public Schools shall engage in or have a financial interest in any Contract that conflicts or raises a reasonable question of conflict with their duties and responsibilities. Further, Harford County Public Schools may, by written notice of default to the supplier, terminate in whole or in part the Contract if a determination is made that obtaining the Contract was influenced by an employee of Harford County Public Schools having received a gratuity, or promise thereof, in any way or form.
18. **PROCUREMENT ADMINISTRATOR**

Sara Rowe, NIGP-CPP, Procurement Agent, will administer the solicitation process. The Procurement Administrator will be the sole point of contact for the purposes of this bid. Questions and inquiries should be e-mailed to the Procurement Administrator: Sara Rowe, at sara.rowe@hcps.org

All questions must be e-mailed and received no later than 2:30 pm local time August 4, 2023. Questions will not be accepted by phone.

Questions that are deemed to be substantive in nature will be answered in writing, with both the question(s) and answer(s) being addressed in the form of an Addendum and posted on our website on or before August 14, 2023 at [www.hcps.org](http://www.hcps.org) as well as eMaryland Marketplace Advantage.
THIS AGREEMENT, made this __________ day of _________________, 20___, by and between the Board of Education of Harford County, acting herein through its Superintendent, hereafter called “Owner” and ____________________________, a corporation located at _______________________________, hereinafter called “Contractor”.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR, hereby agrees with the OWNER to commence and to furnish and deliver in accordance with the accompanying specifications, for the prices listed on the Bid Form.

The initial term of the Contract shall be for one (1) year and shall begin on or about October 1, 2023 and end September 30, 2024. HCPS reserves the right, if mutually agreed upon, to extend this Contract for up to two (2) additional, one (1) year periods.

Hereinafter called the contract, in the amount of _____________________________________________________ provided, and all related work in connection therewith, under the terms as stated in the General and Special Conditions of the Bid Document and all related documents; and at their own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Bid # 24-SRM-001 and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by the Board of Education of Harford County, and as enumerated in the General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

I/WE certify that this bid is made without any 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.

In compliance with the above and subject to all terms and conditions thereof, the undersigned offers and agrees, if the bid be awarded, to furnish items at the prices indicated within the time specified.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original.

Seal in Signature

Board of Education of Harford County
Witness

Date

Seal in Signature

Authorized Contractor Signature

Company Name

Contractor Witness

Address

Date

Address
HARFORD COUNTY PUBLIC SCHOOLS
102 SOUTH HICKORY AVENUE
BEL AIR, MD 21014

CHECK LIST

BID # 24-SRM-001
CONVENTIONAL SPECIAL NEEDS SCHOOL BUSSES (TYPE I)

☐ Signed and included all Addenda (if applicable)
☐ Reviewed Insurance Requirements and will comply with the coverage limits listed (include sample)
☐ Submitted full descriptive material as described in Section 3.3
☐ Submitted documentation stating dealer is licensed by Maryland Motor Vehicle Administration (Section 13.1)
☐ Signed and Submitted Contract Page
☐ Completed and Submitted Bid Form
☐ Completed and Submitted Reference Form
☐ Signed and included State of Maryland Anti-Bribery
☐ Signed and included Debarment, Suspension, Ineligibility, and Voluntary Exclusion
☐ Signed and included Employment of Sex Offenders and Other Criminal Offenders Affidavit

Items that are indicated with an (*) must be submitted in proper form and content at the time of bid opening or the bid may be deemed non-responsive.

Acknowledgement of Addenda (if applicable)
I/We acknowledge receipt of the following Addenda:

No. __________, Dated __________
No. __________, Dated __________
No. __________, Dated __________
No. __________, Dated __________
No. __________, Dated __________
In compliance with the invitation to bid, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish all necessary permits, labor, equipment, materials, supervision, tools, insurance, services and all related incidentals required to furnish and deliver the school buses designated herein in strict accordance with the accompanying specifications for the unit price listed below.

| Eleven (116) 2023 or 2024, Type 1, Conventional Special Needs Bus with Flat Floor, Wheelchair Lift and Air Conditioning |
|---------------------------------------------------|-----------------|-------------------|
| Quantity | Unit Price | Total Amount of (16) Units (Quantity x Unit Price) |
| 11 | $ | $ |

**Description of Unit Bid (Attach Factory Specifications)**

<table>
<thead>
<tr>
<th>Year</th>
<th>Make</th>
<th>Model</th>
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</thead>
</table>

Exceptions to Specifications: Yes _____ (Please Detail and Attach to Bid)  No _____

Approximate Number of Calendar Days for delivery ARO:

Although not a consideration in the evaluation, bidders are required to provide the following pricing if required and if deemed necessary:

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Amount</th>
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</thead>
<tbody>
<tr>
<td>Option #1 – Cameras (Section 14.3.92)</td>
<td>$</td>
</tr>
<tr>
<td>Option #2 – Training (Section 14.4)</td>
<td>$</td>
</tr>
<tr>
<td>Brake Rotor Option – Performance friction brake rotors</td>
<td>$</td>
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<tr>
<td>Rustproofing Options – Provide a list of available rustproofing options below and the costs associated with each item (i.e. door edge coating, treatment of bumpers or underbody beyond the standard factory undercoating, or other available items designed to prevent rust damage not called out already in this bid)</td>
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Please provide information as required in **Section #4 – Award**, concerning service/warranty/up-time.

<table>
<thead>
<tr>
<th>Dealer for Warranty Work:</th>
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Provide dates of annual manufacturer pricing adjustments, if any (information for renewal purposes)

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</table>
# DETAILS FOR WHEELCHAIR UNITS TO BE FURNISHED

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

<table>
<thead>
<tr>
<th>Specification</th>
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<tbody>
<tr>
<td>Gross Vehicle Weight</td>
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</tr>
<tr>
<td>Front Axle Rating (pounds)</td>
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<tr>
<td>Rear Axle Rating (pounds)</td>
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<tr>
<td>Wheelbase</td>
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<tr>
<td>Turning Radius</td>
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<tr>
<td>Front Suspension at Ground (pounds)</td>
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<tr>
<td>Rear Suspension at Ground (pounds)</td>
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<tr>
<td>Front Brake Rotor Size</td>
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<td>Rear Brake Rotor Size</td>
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<tr>
<td>Transmission</td>
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<tr>
<td>Chassis Weight (wet)</td>
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<tr>
<td>Fuel Tank Capacity</td>
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</tbody>
</table>

# DETAILS FOR WHEELCHAIR UNITS TO BE FURNISHED (cont.)

## Engine

<table>
<thead>
<tr>
<th>Specification</th>
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<tbody>
<tr>
<td>Make &amp; Model</td>
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<tr>
<td>Number of Cylinders</td>
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<tr>
<td>Cubic Inch Displacement</td>
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<tr>
<td>Gross Horsepower Rating</td>
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<tr>
<td>Gross Torque Rating</td>
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## Battery

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<tbody>
<tr>
<td>Make &amp; Model Number</td>
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<tr>
<td>Voltage</td>
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## Air Conditioning

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<tr>
<td>Brand</td>
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<td>System #</td>
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<tr>
<td>Compressors</td>
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<tr>
<td>Evaporators</td>
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<tr>
<td>Condensers</td>
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## Alternator

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<tbody>
<tr>
<td>Make &amp; Model</td>
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<tr>
<td>Ampere Capacity</td>
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</tbody>
</table>
24-SRM-001 CONVENTIONAL SPECIAL NEEDS BUSSES (TYPE I)

Company Name

ESTIMATED LEAD TIME (FROM PURCHASE ORDER TO DELIVERY):

ADDITIONAL INFORMATION:

<table>
<thead>
<tr>
<th>Contract Contact/Sales Rep Name:</th>
<th></th>
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<tbody>
<tr>
<td>Phone Number:</td>
<td></td>
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<tr>
<td>E-Mail Address:</td>
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</table>

FORM OF PAYMENT (mark those you will accept)*:

- Do you accept credit card?
- Is there a fee for using a credit card?
- If yes, what is the fee amount?
- ACH Payment
- Conventional Check

*NOTE: Must request changes to payment method or bank information in writing.

ANY EXCEPTIONS TO THE SPECIFICATIONS MUST BE CLEARLY INDICATED.

ANY ALTERATIONS ON THE PROPOSED COST DATA ON THE BID FORM MUST BE INITIALED IN SCRIPT, IN INK, BY THE PERSON SIGNING THE BID.

COMPANY

NAME (TYPE OR PRINT)

ADDRESS

TITLE

CITY, STATE and ZIP

AUTHORIZED REPRESENTATIVE SIGNATURE

TELEPHONE

DATE

FEDERAL TAX ID NUMBER

E-MAIL ADDRESS
HARFORD COUNTY PUBLIC SCHOOLS  
102 SOUTH HICKORY AVENUE  
BEL AIR, MD 21014

REFERENCE FORM

BID # 24-SRM-001  
CONVENTIONAL SPECIAL NEEDS SCHOOL BUSSSES (TYPE I)

List at least three (3) projects/contracts of similar size and scope within the past three (3) years. Attach additional pages if necessary. **Please type or print clearly.**

<table>
<thead>
<tr>
<th>Reference 1</th>
<th>Reference 2</th>
<th>Reference 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Organization</td>
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<td>Description of Project or Services Provided</td>
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<td>Dollar Amount</td>
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<tr>
<td>Contact Person</td>
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<td>Phone Number</td>
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<td>Email Address</td>
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</table>
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, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Section 9-201 in the Criminal Law Article 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, 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, Harford County Public Schools 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
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.
EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS AFFIDAVIT

I AFFIRM THAT:

I am aware of, and the business listed below will comply with, the following requirements of Section §11-722 of the Criminal Procedure Article, and Section §6-113 of the Education Article, Annotated Code of Maryland:

A. Maryland Law requires sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. An HCPS contractor agrees and acknowledges that it/he/she is prohibited from knowingly employing an individual to work at a school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedures Article of Maryland Code.

B. An HCPS contractor or subcontractor 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:

1) Section §3-307 of the Criminal Law Article, Maryland Annotated Code, Sexual Offense in the Third Degree;
2) Section §3-308 of the Criminal Law Article, Maryland Annotated Code, Sexual Offense in the Fourth Degree;
3) An offense under the laws of another state that would constitute a violation of Sections §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
4) Child sexual abuse under Section §3-602 of the Criminal Law Article, Annotated Code of Maryland;
5) An offense under the laws of another state that would constitute child sexual abuse under Section §3-602 of the Criminal Law Article if committed in Maryland;
6) A crime of violence as defined in Section §14-101 of the Criminal Law Article, Annotated Code of Maryland;
or
7) An offense under the laws of another state that would constitute a crime of violence under Section §14-101 of the Criminal Law Article if committed in Maryland.
8) Contractors shall comply with the requirements of House Bill 486 passed by the General Assembly in 2019, regarding screening of applicants for employment.

   a. Effective July 1, 2019
   b. MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at www.marylandpublicschools.org.
   c. Submission of Section 000325 Contract Affidavit (HB 486/SB 541Compliance) is required to be submitted prior to award of contract.

See Section §6-113 of the Education Article, Annotated Code of Maryland

Violations of any of these provisions may result in Termination for Cause.

I AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: ___________________

By: ________________________________ (printed name of Authorized Representative and affiant)

______________________________ (signature of Authorized Representative and affiant)

______________________________ (Company Name)