

THE BOARD OF EDUCATION OF MONTGOMERY COUNTY
MONTGOMERY COUNTY PUBLIC SCHOOLS
PROCUREMENT UNIT
45 West Gude Drive, Suite 3100
Rockville, MD 20850-9999
301-279-3123

August 30, 2019

INVITATION FOR BID

9048.5, Cargo Vans

Bid Opening Time: 2:00PM

Bid Opening Date: September 24, 2019

NOTE: In the event of emergency closing of Board of Education offices, this bid will open at the same time on the next regular working day.

BIDS RECEIVED AFTER THE BID OPENING TIME AND DATE WILL NOT BE ACCEPTED.

COMPANY NAME: _____

1. Term of Contract: October 29, 2019 through October 28, 2020
2. Terms of Delivery: 30 Days
3. Delivery Destination: Other
4. Bid Security Required: None
Bid Security must be made payable to Montgomery County Board of Education
5. Performance Bond Required: None
- 6a. Samples Required: Yes No
- 6b. Sample Delivery Requirements:
 - Deliver to the Procurement Unit
 - Deliver to Supply and Property Management
 - Deliver to the Food Service Warehouse
 - Other
- 6c. Sample Delivery Time:
 - Prior to bid opening
 - At time of bid opening
 - Subsequent to bid opening

NOTICE TO BIDDERS

The appropriate items below must be completed as part of the bid. Failure to comply may disqualify your bid. Type or print legibly in ink.

I. BIDDER INFORMATION: As appropriate, check and/or complete one of the items below.

- 1. Legal name (as shown on your income tax return) _____
- 2. Business Name (if different from above) _____
- 3. Tax Identification Number _____

A copy of your W-9 must be submitted with this bid response.

II. BIDDER'S CONTACT INFORMATION: This will be filed as your permanent contact information.

- 1. Company Name _____
- 2. Address _____
- 3. Bid Representative's Name _____
- 4. Phone Number(s)/Extension(s) _____
- 5. Fax Number _____
- 6. Email Address _____
- 7. Website _____

III. PURCHASE ORDER ADDRESS: Please complete if different from Bidder's Contact Information.

- 1. Purchase Order Address _____
- 2. Representative's Name _____
- 3. Phone Number (s)/Extension(s) _____
- 4. Fax Number _____
- 6. Email Address _____

IV. PROMPT PAYMENT DISCOUNT: MCPS may consider prompt payment discounts as part of the award process; however, the Board reserves the right to make awards according to the best interests of MCPS.

_____ Prompt payment discounts of less than twenty (20) days will not be considered.

V. PURCHASING CARD AND SUA PAYMENT PROGRAM: MCPS is currently utilizing a purchasing card and Single Use Accounts (SUA) payment program through JP Morgan MasterCard. Please check the appropriate box below.

Yes, we accept MasterCard

No, we do not accept MasterCard

Note: Beginning April 1, 2018, MCPS will no longer process check payments. To avoid payment delays after this change, all bidders that accept MasterCard are strongly encouraged to sign up to receive SUA payments upon being notified of an award. For bidders that do not accept MasterCard, the ACH payment method is also available. Please e-mail SUA@mcpsmd.org to register for SUA, or e-mail accountspayable@mcpsmd.org to

request ACH registration forms.

VI. PURCHASE ORDER PREFERENCE: Montgomery County Public Schools (MCPS) is in the process of issuing orders via Facsimile or US Mail. MCPS prefers facsimile. Please check your preference below.

Facsimile US Mail Email EDI

VII. SLMBE (SMALL, LOCAL AND MINORITY BUSINESS ENTERPRISE): Check the appropriate box below.

African American Asian American Hispanic Native American
 Female Disabled None

VIII. NON-DEBARMENT ACKNOWLEDGEMENT

_____ I acknowledge that my firm has NO pending litigation and/or debarment from doing business with the State of Maryland or any of its subordinate government units and/or federal government within the past five (5) years.

_____ I acknowledge that my firm has pending litigation or has been debarred from doing business with the State of Maryland or any of its subordinate government units and/or federal government, within the past five (5) years. (Attachment)

As the duly authorized representative of the applicant, I hereby certify that the above information is correct and that I will advise Montgomery County Public Schools should there be a change in status.

By (Signature) _____

Name and Title _____

Witness Name and Title _____

IX. BIDDER'S CERTIFICATION: Upon notification of award, this document in its entirety is the awarded vendors contract with MCPS. By signing below, the undersigned acknowledges that s/he is entering into a contract with MCPS.

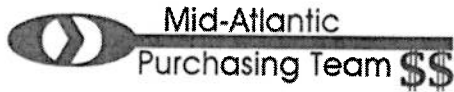
A. The undersigned proposes to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. This certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same supplies, materials, or equipment, and is in all respects fair and without collusion or fraud.

B. I hereby certify that I am authorized to sign for the bidder. (Bidders are cautioned to read the material under Section XXVII, signature to Bids, and to comply with its stipulations.) I/We certify that none of this company's officers, directors, partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of the Montgomery County Public Schools, Administrative or Supervisory Personnel, or other employees of the Board of Education has any interest in the bidding company except as follows:

By (Signature) _____

Name and Title _____

Witness Name and Title _____



**Metropolitan Washington Council of Governments Rider Clause
Invitation For Bid 9048.5, Cargo Vans**

USE OF CONTRACT(S) BY MEMBERS COMPRISING Mid –Atlantic Purchasing Team COMMITTEE

Extension to Other Jurisdictions

The [issuing jurisdiction] extends the resultant contract (s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories.

Inclusion of Governmental & Nonprofit Participants (Optional Clause)

This shall include but not be limited to private schools, Parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these good, commodities and/or services.

Notification and Reporting

The Contractor agrees to notify the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

Contract Agreement

Any jurisdiction or entity using the resultant contract (s) may enter into its own contract with the successful Contractor (s). There shall be no obligation on the party of any participating jurisdiction to use the resultant contract (s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction Including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue.

**Metropolitan Washington Council of Governments Rider Clause
Invitation For Bid 9048.5, Cargo Vans Cont.**

| | Yes | No | | Yes | No | | Yes | No |
|--|-----|----|--|-----|----|--|-----|----|
| Alexandria, Virginia | | | Gaithersburg, Maryland | | | Rockville, Maryland | | |
| Alexandria Public Schools | | | Greenbelt, Maryland | | | Spotsylvania County | | |
| Alexandria Sanitation Authority | | | Harford County | | | Spotsylvania County Gov & Schools | | |
| Annapolis City | | | Harford County Schools | | | Stafford County, Virginia | | |
| Anne Arundel County | | | Howard County | | | Takoma Park, Maryland | | |
| Anne Arundel School | | | Howard County Schools | | | Upper Occoquan Service Authority | | |
| Arlington County, Virginia | | | Herndon, Virginia | | | Vienna, Virginia | | |
| Arlington County Public Schools | | | Leesburg, Virginia | | | Washington Metropolitan Area Transit Authority | | |
| Baltimore City | | | London County, Virginia | | | Washington Suburban Sanitary Commission | | |
| Baltimore County Schools | | | Loudoun County Public Schools | | | Winchester, Virginia | | |
| Bladensburg, Maryland | | | Loudoun County Water Authority | | | Winchester Public Schools | | |
| Bowie, Maryland | | | Manassas City Public Schools | | | | | |
| Carroll County | | | Manassas Park, Virginia | | | | | |
| Carroll County Schools | | | Maryland DGS Purchasing | | | | | |
| Charles County Government | | | Maryland-National Capital Park & Planning Commission | | | | | |
| City of Fredericksburg | | | Metropolitan Washington Airport Authority | | | | | |
| College Park, Maryland | | | Metropolitan Washington Council of Government | | | | | |
| District of Columbia Government | | | Montgomery College | | | | | |
| District of Columbia Water & Sewer Auth. | | | Montgomery County, Maryland | | | | | |
| District of Columbia Public Schools | | | Montgomery County Public School | | | | | |
| Fairfax, Virginia | | | Northern Virginia Community College | | | | | |
| Fairfax County, Virginia | | | Prince George's Community College | | | | | |
| Fairfax County Water Authority | | | Prince George's County, Maryland | | | | | |
| Falls Church, Virginia | | | Prince Georgia Public Schools | | | | | |
| Fauquier County Schools & Government | | | Prince William County, Virginia | | | | | |
| Frederick, Maryland | | | Prince William County Public Schools | | | | | |
| Frederick County, Maryland | | | Prince William County Service Author | | | | | |

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

MONTGOMERY COUNTY PUBLIC SCHOOLS

Procurement Unit

45 West Gude Drive, Suite 3100

Rockville, MD 20850-9999

General Stipulations and Instructions To Bidders

I. Invitation For Bid

The Board of Education of Montgomery County Maryland, herein after referred to as The Board of Education, will receive sealed proposals until the date and time indicated on the cover of the Invitation For Bid. Bids must be delivered to Montgomery County Public Schools, Procurement Unit, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, and be received and stamped prior to the bid opening. Bids may be delivered in person, but delivery to the mailroom or lobby does not validate the time of receipt. The respondent shall assume full responsibility for timely delivery of the bid, whether by the U.S. Postal Service or by any other carrier. Bids received after the designated time for the receipt of solicitations will be returned unopened. Bids must be delivered in sealed opaque envelopes. Envelopes shall be clearly marked on the outside lower left corner with the bid number and bid opening date and time.

II. Intent

These specifications are intended to cover the furnishing and delivery of said materials, supplies, or services as hereinafter shown to any or to each of the various public schools, offices, or to any designated warehouse or warehouses in Montgomery County, Maryland, whichever is specified, in quantities to be determined subsequent to the bid opening.

III. Right To Cancel Or Reject Bids

- A. The Board of Education reserves the right to cancel any contract if, in its opinion, there is a failure at any time to perform adequately the stipulations of this Invitation For Bid, or if the general conditions and specifications which are attached and made part of this bid are not fulfilled, or if in any case there is any attempt to willfully impose upon the Board of Education materials or products or workmanship which are in the opinion of the Board of Education of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of the Board of Education to damages for the breach of any covenants of the contract by the contractor. The Board of Education also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials or services similar in nature to those mentioned in this bid.
- B. The Board of Education reserves the right to reject any or all bids in whole or in part; to make partial awards; to waive any irregularity in any quotation; to increase or decrease quantities if quantities are listed in the bid; to reject any bid that shows any omissions, alterations of form, and additions, conditions, or alternate proposals not called for; and to make any such award as is deemed to be in the best interests of the Board of Education.
- C. All items furnished must be completely new and free from defects. No others will be accepted under the terms and intent of this bid.

IV. Right To Purchase In The Open Market

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, The Board of Education reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bond is required under the conditions of the bid.

V. Failure To Furnish Item(s)

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, The Board of Education reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the Board of Education.

VI. Employer Information Report EEO-1

The Board of Education requires that each successful bidder be liable for compliance with the provisions of Title VII of the Civil Rights Act of 1964. In order to fully comply with Title VII, a company must file Employer Information Report EEO-1 with the Joint Report Committee, 1800 G Street, NW, Washington, D.C. 20036. Only companies that fall within the following categories are required to file the Employer Information Report EEO-1:

The entire company has at least 100 employees on the payroll. The company is affiliated through centralized ownership and/or centralized management, and the group legally constitutes a single enterprise employing a total of 100 or more employees.

If your company has already filed an EEO-1 by virtue of supplying materials or services under Federal Government Contracts, it is necessary to submit only a copy of your most recent EEO-1 report to the Procurement Unit. If you are filing a report for the first time, send a copy of EEO-1 to the Procurement Unit. Please note that purchase orders will not be issued to companies that fall into the above categories until proof of EEO-1 reporting has been received.

VII. Preparation Of Bid

Bids must be submitted on the copy provided. Bidders may wish to reproduce and retain one copy for its files. Bids must be signed by an authorized representative of the company submitting a bid. It is the intent of this solicitation that should a given bid be accepted, it will automatically become the contract. Notification of the bid award will be made by letter. Bidders shall submit its bids and specifications on the appropriate specification sheets that show the schedule of items to be purchased. Bidders may attach a letter of explanation to its bid if it so desire.

Prices quoted shall not exceed the prices established under any governmental price control regulations. Bidders will be required if requested by The Board of Education, to furnish satisfactory evidence that they are qualified as manufacturers or dealers in the items listed and have a regularly established place of business. An inspection of any bidder's place of business may be made to determine the bidder's ability to perform.

VIII. Discounts

The Board of Education reserves the right to consider discounts in computing the bid.

A. Trade Discounts

All prices offered must be the lowest net price after trade discounts have been considered. Bids offering a percentage off list prices will not be accepted unless: (1) specifically requested in that manner; (2) two copies of the referenced price list accompany the bid.

B. Payment Discounts

Prompt payment discounts are solicited and will be treated as follows:

(1) Unless specifically stated otherwise, discounts offered which allow a minimum of twenty (20) days to qualify will be

deducted from prices offered in the bid for the purpose of determining the lowest price offered.

(2) Discounts offering less than twenty (20) calendar days will not be deducted from price offered for the purpose of determining the lowest price, but will be taken if payment is made within the discount period.

IX. "Or Equal" Interpretation

Unless the specifications and/or conditions state a specific brand and substitutions will not be considered, the Board of Education will consider other brands or the product of other manufacturers as long as the product meets the same specifications, standards, and quality of the material being solicited through the bid. On all such bids the bidder shall indicate clearly the product on which it is bidding and shall supply sufficient data on its own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified.

Whenever the specifications indicate a product of a particular manufacturer, model, or brand and in the absence of any written statement to the contrary by the bidder, the bid will be interpreted as being for the exact brand, model, or manufacturer specified, together with all accessories enumerated in the specifications.

X. Consideration of Prior Service

Awards on this bid will be made after consideration has been given to any previous performance for The Board of Education as to quality of service and/or merchandise and with regard to the bidder's ability to perform should it be awarded the bid.

XI. Delivery

The bidder agrees to furnish and deliver during the period of the contract the items and articles which may be awarded to the bidder in such amounts and quantities within the terms of the contract. **All Deliveries Must Be Prepaid FOB Destination, And In No Case Will Shipments Collect Or Sidewalk Deliveries Be Accepted.** Bidders shall uncrate, completely assemble, and set in designated place all equipment and furniture. All delivery cost shall be included in the bid unit price.

XII. Packing Slips And Delivery Tickets

All materials delivered on this contract shall be packed in a substantial manner in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging or for deposits on containers. All deliveries shall be accompanied by delivery tickets or packing slips. Tickets shall contain the following information for each item delivered: the quantity, bid number, and the name of the contractor.

XIII. Invoices

Payment depends on receipt of a proper invoice and satisfactory contract performance. All invoices are to be transmitted to the Division of Controller at:

Division of Controller
45 West Gude Drive, Suite 3200
Rockville, MD 20850-9999

Every invoice must include the following information:

- A. Name and address of the contractor
- B. Taxpayer Identification number
- C. The purchase order number
- D. An invoice number
- E. Bid number if applicable
- F. The ship to address
- G. Line item description, quantity, unit of measure, unit price, and extended price as stated on the purchase order
- H. Shipping and payment terms if not a bid item

When a discount for payment is authorized and taken; it will be made to the contractor as close as possible to, but not later than,

the end of the discount period. Prices quoted shall not include federal excise or state sales and use taxes. Exemption certificates will be furnished upon request. Contractor inquiries concerning payment may be made to accountspayable@mcpsmd.org.

XIV. Bid Security

If bid security is required, it must be payable to: "Montgomery County Board of Education."

Such bid security will be returned to all except the successful bidder(s) within five business days after awards have been made. The bid security of the successful bidder(s) will be returned upon receipt of the performance bond if such bond is required under the terms of the award. If no award is made within 60 days after the date of the opening of the bids, bid security will be returned to any bidder upon demand of the bidder at any time after the 60-day period so long as it have not been notified of the acceptance of its bid. Written notification of the acceptance of any bid will be made to the successful bidder(s).

XV. Performance Bonds

If required, the successful bidder or bidders on this bid must furnish a performance bond in the amount indicated in the bid document, made out to Montgomery County Board of Education and prepared on an approved performance bond form as security for the faithful performance of its contract. The performance bond shall be submitted within ten business days of the notification that the bid has been awarded. The surety thereon must be such surety company or companies as are acceptable to The Board of Education and as are authorized to transact business in the State of Maryland. Attorneys in fact who sign bid bonds must file with each bond a certified copy of its power of attorney to sign said bonds. Should the bidder fail or refuse to furnish the required performance bond within ten business days after notification the bidder shall pay to The Board of Education as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with its bid.

XVI. Provision For Municipal Offices

Each bidder agrees when submitting its bid that it will make available to every office and department of the Montgomery County Government the bid prices submitted on this bid should any such department or office wish to take advantage of the bid prices submitted to The Board of Education.

XVII. Product Testing During Time of Contract

Material delivered on any contract resulting from this Invitation For Bid may be tested for compliance with the specification stipulated herein. Any shipment failing to fully meet or comply with the specification requirements will be promptly rejected.

The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the Board of Education except if the order or shipment is rejected for failure to meet the requirements of the specification. In case of failure to meet the requirements of the specification the cost of testing will be charged to the contractor.

XVIII. Safety Standards

All work performed and all items supplied shall be in compliance with applicable federal and state safety standards. (OSHA-MOSHA). Material Safety Data Sheets shall be included in all shipments.

XIX. General Guaranty

The contractor agrees to:

- A. Save the Board of Education, its agents, and employees harmless from liability of any nature or any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the contract

of which the contractor is not patented assignee, licensee, or owner.

- B. Protect the Board of Education against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- C. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to its own work or to the work of the contractors for which it or its workers are responsible.
- D. Pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, rules, and regulations of the Board of Education and of the State of Maryland.

XX. Indemnity

The contractor shall indemnify, keep, and save harmless the Board of Education, its agents, officials, and employees against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in any way occur against them in consequence of the granting of this contract or which may in any way result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the contractor or its employees, except to the extent of the negligence of the Board of Education, its agents, officials and employees. The contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Board of Education in any such action based on the actions and/or negligence of the contractor, its agents and employees, the contractor shall at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the Board of Education as herein provided.

XXI. Insurance

The contractor shall maintain Comprehensive Business Insurance for protection from claims under the Workmen's Compensation Act, claims for damage because of bodily injury, death, or property damage to others, including employees of the Board of Education; and claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by the contractor or by any subcontractor or anyone directly or indirectly employed by either of them. The contractor shall also maintain product liability insurance. The aforementioned insurance shall cover the duration of the contract period, including all periods of the time and all places where work is performed under an expressed or implied warranty. The limits of such liability insurance for each occurrence shall be equal to or greater than \$500,000 for Bodily Injury and \$100,000 for Property Damage. The certificate on the insurance, indicating coverage for the term of the contract, shall be made in favor and provided to The Board of Education prior to commencement of the contract. A company duly licensed by the Maryland Insurance Commissioner and qualified to sell insurance in Maryland shall issue all insurance policies.

XXII. Inspection Of Premises

Before submitting a bid for any construction or installation work in any building or on the premises of the Board of Education, the bidder should carefully examine the premises and upon submitting its bid will be considered to have examined the premises, building, or buildings where the work is to be done. For any work or installation requiring the use of labor, the successful bidder before starting work must provide sufficient evidence of insurance showing that it is adequately covered for Workmen's Compensation and Public Liability insurance.

XXIII. Patents

The contractor shall hold and save the Board of Education, its officers, agents, servants, and employees harmless from liability of any nature or kind, including costs and expenses for or on account of any patented or unpatented inventions, articles, process, or appliance manufactured or used in performance of this contract including its use by Montgomery County, unless otherwise specifically stipulated in this contract.

XXIV. Samples And Catalog Cuts

A. Requirements and Delivery

Sample requirements and sample delivery stipulations are indicated in the bid document. Further details concerning samples may also be indicated in the detailed specification portion of the invitation. Bidders shall make all arrangements for delivery of samples to location indicated.

B. Sample Identification

All sample packages shall be marked "Samples" and each sample shall bear the name of the bidder, item number, and bid number and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of its bid.

C. Testing or Comparing Samples

Samples are requested for the purpose of testing or comparing with detailed specifications. Therefore, The Board of Education reserves the right to retain or destroy the articles or materials submitted as samples for the purpose of testing. Accordingly, The Board of Education shall be free from any change or claim on the part of the bidder or contractor if any articles or materials furnished as samples are lost or destroyed. Materials such as food may be tested from the raw, uncooked, baked, or canned sample being submitted at the time of bid opening or subsequent to bid opening. Food tests shall consider specification factors such as contents, weight, size, taste, texture, appearance, uniformity of color, and defects, if any.

D. Retention and Removal of Samples

The samples submitted by bidders on items on which it have received an award will be retained by The Board of Education until the delivery of contracted items is completed and accepted. Bidders whose samples are retained will be notified when its samples may be removed. Samples on which bidders are unsuccessful must be removed as soon as possible but not more than 15 calendar days after notification that the award has been made by The Board of Education. The Board of Education will not be responsible for such samples if not removed by the bidder within 15 calendar days after the notification of award has been made.

E. Sample Quantities

Samples are required in the exact packaging and size as stated in the item description unless otherwise indicated in the bid document or it is determined that a smaller quantity is sufficient for adequate testing.

F. Descriptive Literature

All bidders are required to furnish with the bid proposal a brochure, properly bound and labeled, showing full illustrations and specifications on each item offered, if bidding other than specified; or if specifically requested. These cuts and specifications are to be arranged and labeled with the item number in the same sequence as the items appear in the specifications and attached on separate pages of a brochure. The cover of the brochure shall contain:

1. Vendor's name, address, and phone number
2. Bid number

XXV. Time of Completion

The Board of Education reserves the right to revise the starting and completion dates for delivery and installation of equipment to new schools and additions as stated below if the bid is wholly or in part for the furnishing of new schools and additions to existing buildings. At least 60 days prior to the date scheduled for delivery and installation for each project, the Board of Education will notify the contractor whether or not any change will be required in the dates for

the beginning and completion of delivery. The right is reserved to specify beginning dates and completion dates two weeks earlier than listed above or to postpone the beginning and completion dates for not more than 30 days later than the dates as listed. These changes in delivery dates, if any, for new schools and additions to older buildings will be applicable to individual projects as specified and not to all projects as a whole. The estimated dates on which deliveries may be begun and which time deliveries and installations must be completed have been estimated as carefully as possible; and if any change is required by circumstances beyond the control of the Board of Education, the revised delivery dates as established by the procedures outlined immediately above will become the definite schedule for completion of the contract as if it had been set in the original schedule as outlined.

XXVI. Guarantee

The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by it for a period of one year from date of acceptance of the items delivered and installed. If, within the guarantee period, any defects or signs of deterioration are noted which in the opinion of The Board of Education are due to faulty design and installation, workmanship, or materials, upon ratification, the contractor, at its expense, shall repair or adjust the equipment or parts to correct the condition: or it shall replace the part or entire unit to the complete satisfaction of the Board of Education. These repairs, replacements, or adjustments shall be made only at such times as will be designated by the Board of Education as least detrimental to the instructional programs.

XXVII. Signature To Bids

Each bid must show the full business address and telephone 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 Notice of Award, Copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When required, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of its authority to do so.

XXVIII. Errors In Bids

Bidders, or its authorized representatives, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and the bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders.

XXIX. Resolution and Disputes

Bidders who have any concerns regarding the recommended awards of this solicitation should promptly contact the buyer in the Procurement Unit before the scheduled Board action. Any concerns that cannot be resolved informally with the buyer should be addressed to the senior buyer of the Procurement Unit. The senior buyer of the Procurement Unit shall attempt to resolve, informally, all protests or complaints regarding bid award recommendations. Any formal protest must be filed with the senior buyer of the Procurement Unit within seven (7) calendar days of the date of the pre-award notice.

XXX. Inquiries

Should any bidder have any question as to the intent or meaning of any part of this bid, it must contact the undersigned to receive a written reply before submitting its bid. Inquiries must be submitted in writing no later than four business days prior to bid opening date.



Eugenia S. Dawson
Director, Department of Materials Management

**MONTGOMERY COUNTY PUBLIC SCHOOLS
PROCUREMENT UNIT
45 West Gude Drive, Suite 3100
Rockville, MD 20850-9999**

SPECIAL INSTRUCTIONS TO VENDORS FOR MAILING BIDS

Bids must be delivered in sealed, opaque envelopes, and labeled clearly as follows:

SAMPLE BID RESPONSE ENVELOPE

(Return Address)

BID ENVELOPE

TO BE DELIVERED TO

**Procurement Unit
MONTGOMERY COUNTY PUBLIC SCHOOLS
45 West Gude Drive, Suite 3100
Rockville, MD 20850-9999**

**BID NO. _____
BID NAME _____
OPENING DATE _____
OPENING TIME _____**

Vendor name and address must appear on the upper left hand corner of the bid envelope.
The specific bid number, opening date, and time must appear in the lower left hand corner of the bid envelope.
It is suggested that vendors utilize a tracking service to insure prompt delivery.

**Department of Materials Management
Procurement Unit
MONTGOMERY COUNTY PUBLIC SCHOOLS
Rockville, Maryland**

Invitation for Bid #9048.5, Cargo Vans

GENERAL CONDITIONS AND SPECIFICATIONS

I. GENERAL CONDITIONS

A. Intent

The specifications contained herein are intended to cover the furnishing and delivery of new cargo vans as described. Delivery is to be made to various Montgomery County Public Schools (MCPS), locations throughout Montgomery County, Maryland as noted on the purchase order. All prices quoted shall be less Federal Excise Tax. Only new models shall be considered at this time. Demonstration units shall not be considered.

B. Delivery

Delivery will be required within 90 days after receipt by the successful bidder of a purchase order issued and signed by the director of the Department of Materials Management.

C. Awards

It is the intention to award this contract to the bidder submitting the most favorable prices with consideration being given to any previous performance for the Board of Education as to quality of service and acceptable merchandise, and with regard to the bidder ability to perform should it be awarded the contract. Awards may be made to one successful vendor submitting the lowest aggregate quotation on items of a similar nature or on an individual item basis. However, the Board reserves the right to make awards according to the best interests of the Board of Education of Montgomery County, Maryland.

D. Contract Term

The term of contract shall be for one year as stipulated on the Invitation for Bid. However, the contract may not begin until one day after approval by the Board of Education and will conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to three additional one year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful bidder 90 days prior to the expiration of the original contract. The bidder shall have ten days from the date of notification to return the notice acknowledging its intent to accept or reject the extension. Once the response is evaluated, MCPS staff may make a recommendation to the Board of Education to extend the contract or decide to rebid. If the contract is extended by the Board of Education a contract amendment will be issued.

E. Descriptive Literature

Bidders are required to furnish with their bid response literature properly bound and labeled showing full illustrations and detailed specifications on items bid. The literature shall be clearly marked with the bid number, item number and company name.

F. Brand Names

Reference to manufacturer's make, model and model number in the attached specification is offered as a point of reference in order for bidders to consider style, size, weight, and similar characteristics. The use of such make, model and model number should not be interpreted as the exclusive brand desired.

In the brand column state the year, make, model and model number, on each item being offered, even if bidding as specified. If a year, make, model and model number is not shown your bid may not be considered.

If an item specification shows a make, model and model number that has been discontinued, the bidder shall so state and indicate the current make, model and model number.

G. Interpretation of Specifications

The commodity listed is specified to meet our minimum requirements. Therefore, bidders are informed that they must provide the items in conformance to quality standards equal to the brand specified.

H. Deviations

All bids meeting the intent of the invitation will be considered for award. Bidders offering and quoting on substitutions or who are deviating from the terms, conditions, and/or specifications shall list such and explain fully on a separate sheet to be submitted with its bid. The absence of such a sheet shall indicate that the bidder has taken no exception and shall be held responsible for performing in accordance with the terms, conditions and specifications as stated herein.

I. Quotations

Bidders shall bid the latest current model of equipment meeting specifications. The offering of a vehicle on hand that meets most of the stated specifications shall be listed individually as a separate item for consideration, and be included with your bid. Detailed information stating all deviations is required.

This solicitation shall be valid for acceptance during a period of no less than 90 days from date of opening. Once the contract is approved, terms and conditions of the solicitation shall prevail throughout the contract period.

J. Quantities

MCPS shall not be obligated to purchase any specific quantity. The quantity in this request is subject to change and purchase is dependent upon the requirements of MCPS and on budgetary limitations.

K. Warranty

The supplier warrants the items delivered to be of the highest quality, complying with specifications and free from all defects whatsoever in workmanship and materials. The supplier agrees that any replacements and/or adjustments made necessary because of such defects will be made promptly without any cost to MCPS and to the satisfaction of MCPS.

Bidders shall provide a minimum one-year bumper to bumper parts and labor. Proposals shall include warranty costs. Warranty documentation shall be included with the bid submission. Effective date of the warranty shall be the day MCPS places the vehicle in service.

Cost for an additional warranty should be listed separately in item specifications. Do not include the additional warranty cost in the bid price. Submit documentation specifying exactly what is covered in the extended warranty, be specific.

L. Items Required Upon Delivery

The successful bidder shall provide the following upon delivery of each vehicle: four (4) sets of keys; Certificate of Origin with the required sections of Application for a Certificate of Title completed; and Certificate of Warranty. Additionally the successful bidder(s) shall provide the following:

- One copy of the Operator's Manual
- One Shop Manual (paper) or software
- One Parts Manual (paper) or software
- One Wiring Schematics Body and Chassis (paper) or software
- One copy of Diagnostic software for engine type used
- One copy of Diagnostic software for transmission type used
- One copy of Diagnostic software for Anti-Brake type used
- One copy of Diagnostic software for Body Type
- One copy of Repair Procedures in software format for engine used
- One copy of Repair Procedures in software format for transmission used
- One copy of Repair Procedures in software format for Body type used
- One copy of Repair Procedures in software format for Anti-Lock Brake type used

MCPS shall receive current upgrades on software for the truck life or for up to 12 years.

M. Inspection and Acceptance

Vehicle shall comply with all applicable Federal motor vehicle safety standards. Vehicles are to be inspected to assure that the vehicles and equipment meet the specifications with a minimum possibility of malfunctioning. Vehicle will be inspected for final acceptance at the MCPS delivery

location. In the event a vehicle does not pass inspection, the successful bidder shall pick up the vehicle and correct the deficiency to published manufacturer's standards and return for inspection within fifteen calendar days from rejection date.

N. Temporary Tags

The vehicle delivered under this contract shall have thirty-day temporary license tags. The beginning date of such tags will commence on the day that the vehicle is delivered to MCPS and has passed inspection and acceptance by MCPS. The successful bidder shall assume the cost of the temporary tags. MCPS will be responsible for providing the license tags after the initial thirty-day period. The successful bidder shall provide all required documents to permit the registration of the vehicle in MCPS' name.

O. Payment

Payment will not be authorized until delivery has been made and all servicing and adjustments have been accomplished to the complete satisfaction of MCPS.

P. Safety

Vehicles offered shall be equipped with the standard safety package as required by Federal Law for the type of vehicle specified, including safety seat belts for driver and passenger(s). Vehicle shall also include:

- First aid kit shall be Johnson & Johnson model 8161 or equal
- 10-lb. ABC dry chemical type – mounted in cab
- Triangle kit
- Back-up alarm: horn or buzzer type

Q. Customer References

Bidders are required to provide three references. The references shall have company name, contact person, address and phone number of three current customers for which a contract for similar size and products has been provided. If the reference information is not accurate and MCPS cannot contact the person(s) named, the bid may not be considered.

| <u>Company Name & Address</u> | <u>Contact Person</u> | <u>Phone Number</u> | <u>Contract Number</u> |
|-----------------------------------|---------------------------|-------------------------|----------------------------|
| 1. _____ | | | |
| Email Address: _____ | | | |
| 2. _____ | | | |
| Email Address: _____ | | | |

3. _____

Email Address: _____

R. Award Criteria

1. Conformance to specifications
2. Ability to perform
3. Price
4. Past performance
5. Delivery time

S. Multi-Agency Participation

MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at time of contracting. The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. MCPS assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this bid. MCPS pricing is based on the specifications provided in this solicitation. A negative reply will not adversely affect consideration of your bid/proposal.

T. Addenda/Errata

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the bidder's responsibility to check the "Event Calendar" on the MCPS website <http://www.montgomeryschoolsmd.org/departments/procurement/> or 301-279-3555 to verify whether addenda/errata have been issued. Failure to provide the signed acknowledgement of the addenda/errata may result in the bid being deemed non-responsive.

U. Inquiries

Inquiries regarding this solicitation must be submitted in writing, to Deborah Ashcom, Buyer, Montgomery County Public Schools, Procurement Unit, 45 West Gude Drive, Rockville, Maryland 20850, fax number 301-279-3173. Questions must be received no later than four business days prior to bid opening in order for the bidder to receive a reply prior to submitting its bid. The Board

whether addenda/errata have been issued. Failure to provide the signed acknowledgement of the addenda/errata may result in the bid being deemed non-responsive.

V. **Inquiries**

Inquiries regarding this solicitation must be submitted in writing, to Deborah Ashcom, Buyer, Montgomery County Public Schools, Procurement Unit, 45 West Gude Drive, Rockville, Maryland 20850, fax number 301-279-3173. Questions must be received no later than four business days prior to bid opening in order for the bidder to receive a reply prior to submitting its bid. The Board of Education will not be responsible for any oral or telephone explanation or interpretation. Bidder contact with any other MCPS employee regarding this solicitation until the contract is awarded by the Board of Education will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid. The MCPS Procurement website is <http://www.montgomeryschoolsmd.org/departments/procurement/>

II. DETAILED SPECIFICATIONS

Item # 29424, 22' Cargo Van w/ Rail Gate

As: District International 4900 4 x 6

Conforming to all Federal and State laws and meeting MCPS minimum specifications below:

Logos

No dealer identification or logos to be installed on vehicles or equipment

Engine

Navistar N9 or Cummins L9 Engine 250 HP min. 700 Ft. Lb. Torque
Engine Shut down - High Water Temperature and Low Oil Pressure Lights & Buzzer
Ether Start: Turner Quick Start or Equal
Engine block heater 120V - Connection to beside driver door
Radiator 900 Square Inch Area Minimum

GVW Rating

38,000 lbs. Minimum

Front Axle

14,000-lb. Capacity min. w/Sealed King Pins
14,000-lb. Front Springs
Wide track front axle required (Meritor MFS-14-143A Widetrack)
Front Shock Absorbers
Lubricated Wheel Bearings

Rear Axle

30,000 lb. Capacity -Rear Axle
Top Geared Speed 62-65 MPH
Lubricated Wheel Bearings
30,000 lb. Air Bag Suspension

Brake System

Dual Air Brake System
Front - 16-1/2 x 5 - Shoes
Rear - 16-1/2 x 7 - Shoes
Compressor 13.2 CFM (Min)
Rear Brake Chamber - 30-30 Type

Air Dryer – Bendix AD-9
Low Air Pressure Buzzer
Drain Valve – Pull Chain Type

Electrical System

12-Volt System
Three Batteries – 1800CCA min
Mounted Left Side of Frame – Neg. Ground
Alternator 160 Amp Brushless
Back up alarm
Back up Lights
Lights: ICC Lights
Jump Start Stud on extension of Battery Box
Circuit Breakers
Halogen Head Lamps

Gauges

Speedometer
Tachometer
Odometer
Engine Hour Meter
Oil Pressure Gauge
Voltmeter
Water Temperature Gauge
Air Pressure Gauge and Fuel Gauge
Transmission Temperature Gauge

Frame

Approximate WB244” Approximate CA 169”;WB & CA shall be compatible with body and equipment to provide proper weight distribution. 25,000 In./Lbs. RBM Minimum; H.D. Front Bumper 1/4” Minimum; Front Tow Hooks

Fuel Tank

70-Gallon Tank; Fuel Filter – Required Fuel Water Separator with built in heater; Racor 2100 series or equal

Exhaust

Vertical Exhaust System w/Rain Cap Guard Required

Steering

Power steering required
Tilting steering column

Suspension

Manufacturer's maximum heavy duty

Transmission

Allison Automatic MD3060P 5 Speed Transmission (only Allison Brand is acceptable at this time)
Transmission shift selector dash mounted

Wheels and Tires

11R22.5 16-Ply on Hub Piloted Disc Rims
Front – Highway Tread – Goodyear G159 or equal
Rear – Mud & Snow Tread – Goodyear G164 or equal

Bumpers

Front standard, painted

Color

Cab: Green, Dupont 7373A (Base Coat/Clear Coat Required)
Wheel, Rails, & Fuel Tank – Black

Rustproofing

Ziebart cab & chassis & undercoat body, unless 6 year
Rustproofing warranty standard w/cab

Cab

Conventional 3 Man Cab – Air Ride Suspension
Air Ride Driver's Seat – High Back (Vinyl)
Passenger Bucket Air Ride Seat – High Back (Vinyl)
Electric Windshield Wipers – Windshield Washers
Intermittent Windshield Wipers
Dual Exterior Grab Handles
Dual West Coast Mirrors w/7" Convex Mirror mounted on mirror; Bracket – one per side
Combination Heater, Defroster and Air Conditioner
Dual Sun Visors
Air Horn
Standard Radio Package, AM/FM

Body

Morgan Model GVSD-22-97-096 Gold Star Aluminum Van Body or equal
Minimum interior dimensions: 92" wide, 97", high 21' 11 ½" long.

Front

Aerodynamic radius Stainless Steel Only Sides and Front

Rear

Galvannealed anti-rust steel, painted white, w/built in clearance light protector.
External reader header gussets
Reinforced Rear end plate

Roof

One piece translucent w/roof bows 24" o/c

Side and Front Panels

Steel hat post 16" o/c with .040 pre-painted white alum skins

Understructure

3" I beam cross sills 12" o/c with 4 additional at rear
7 ga. Steel spreader pans over all tire areas
4" structural steel I beam longsills

Floor

1 3/8" minimum, laminated hardwood w/47" x 1/8" steel diamond plate threshold plate at rear w/leading edge rounded for level entry

Interior Liner

Full height plywood: 3/4" front wall, 1/2" side wall.
Reinforced front wall w/14 ga. Smooth galv. Steel scuff plate 20 1/2" high with return edge bolted through the floor for pallet protection.
16" high x 12 ga. Smooth galvanized steel scuff plate on side walls

Cargo Control

2 rows of surface mounted E track on side and front walls.
Track to be located 20" & 48" o/c/ from floor.

Dot Lights

Per FMVSS-108, must be in sealed wiring harness.
All lights must have Grote turtleback lens and be recessed and or protected.
Grote mid body turn signals located under each side.

Interior Lights

2 ceiling mounted dome lights w/cab sw. & indicator lamp.

Mud Flaps

Heavy Duty anti-spray

Rub Rails

Heavy duty alum

Hat style rub rails in addition to standard bottom rails.

Rub rails to be on both sides of body including side door.

Rails to be installed on pre-painted white panels white panels directly above bottom rail.

Rear Door

Beltrami Astro-Composite Roll Up Door w/88" wide x 91 1/4" high opening

10 Year Warranty on Rear Door

3/4" E Coated Hardware Composite Panels

Side Door

Curb side located 84" from front of body

Steel header and bottom rail reinforcement.

Door to be 48 11/16" high x 88" high minimum opening

Door to have stirrup step & grab handle

Road side door w/same specifications and location

Lift Gate

Leyman Model FDC6002 – 6000 lb capacity Rail Lift Gate 80" x 72" platform

Cab cut off switch.

Power fold platform

Heavy duty dock bumpers.

Recessed platform so lift gate can be raised and lowered once the vehicle is backed up to a loading dock.

5" heavy duty steel-channel ICC under-ride protector.

Two hydraulic cylinders...NO CABLES

12' full width cart stop that is foot activated and built into ramp

Item Specification

Bid No: 9048

From: 10/29/2019

08/29/2019

Page 1 of 1

To: 10/28/2020

Cycle No: 5

Cargo Van

7047, 7048

Company Name: _____

| Group/ Seq No | Item/ Whse/ Old | Description | Quantity to Bid | Bid Unit | Unit Price | Brand | Model | Specification Deviations |
|------------------|-----------------------|------------------------------|--------------------|-------------|---------------|-------|-------|-----------------------------|
| 29424 | | Cargo van 22' with rail gate | 1 | Each | | | | |

As District International 4900 4x6

State Model Year: _____

Optional Cost (not in bid price) for additional
_____ Year(s) warranty : \$ _____

See Detailed Specifications for complete information

1 Items

Sort Seq: Item number sequence within Group Number