

REQUEST FOR BIDS

No. 2016-030

Purchase of a Forty-Eight Person Passenger Recreation Bus

Solicitation Issued: April 28, 2016

Bid Submissions Due: June 03, 2016 **Time:** 12:00 PM

Submissions Received By: Sean Stevens, Public Works Operations Administrator
City of Gaithersburg
Department of Public Works
800 Rabbitt Road
Gaithersburg, Maryland 20878

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SECTION 1: Definitions

Bid Proposal: “Bid Proposal” means the technical proposal, price proposal and any and all documents submitted to the City by a Bidder in response to this Solicitation.

Bidder: “Bidder” means any Person submitting a Bid Proposal in response to this Solicitation.

City: “City” means the City of Gaithersburg, Maryland, a municipal corporation of the State of Maryland.

City Manager: “City Manager” means the City Manager of the City or his or her designee.

Contract: “Contract” means the binding agreement awarded pursuant to this Solicitation, if any.

Contractor: “Contractor” means the Bidder awarded the Contract.

Lowest Responsive Bid Proposal: “Lowest Responsive Bid Proposal” means the Bid Proposal accepted by the City, which offers the lowest total price, including alternates if awarded, and that fully conforms in all material respects to the requirements of this Solicitation, all form and substance included.

Person: “Person” means any individual, or association or business recognized by law.

Price Analysis: “Price Analysis” means the examination of the Bid Proposal Price to ensure it is fair and reasonable.

Procurement Webpage: “Procurement Webpage” means the webpage on the City’s website dedicated to procurement: <http://www.gaithersburgmd.gov/government/procurement/current-bids>.

Responsible Bidder: “Responsible Bidder” means a Bidder: who meets all of the minimum qualifications specified in this Solicitation; and who is fully capable to and able to evidence its ability to provide the Services under the Contract.

Services: “Services” means the goods and/or services to be provided to the City by the Contractor under the Contract as described in this Solicitation.

Solicitation Documents: “Solicitation Documents” mean this Solicitation and any and all documents issued and/or used by the City to solicit Bid Proposals, including but not limited to: addendums, amendments, forms and specifications.

Solicitation Schedule: “Solicitation Schedule” refers to the events and dates and times thereof specified in Section 3.1 of this Solicitation.

Solicitation: “Solicitation” means this Request for Bids.

Submission Deadline: “Submission Deadline” means the date and time, specified in Section 3.1 of this Solicitation, in which all Bid Proposals shall be submitted to and received by the City.

~ END OF SECTION 1 ~

SECTION 2: Introduction and Notices to Bidders

2.1. INTRODUCTION

The City is seeking sealed Bid Proposals for the purchase and delivery of one (1) forty-eight person (48) passenger recreation bus in accordance with the attached terms, specifications and general conditions.

2.2. CITY PROFILE

Gaithersburg is among the largest cities in the State of Maryland, with a population in excess of 67,000, occupying more than 10 square miles within Montgomery County. The City provides many services including police protection, licensing and permitting, building inspections, recreation and cultural activities, street maintenance, recycling collection, stormwater management, housing and community development, and snow removal.

The City operates under the council-manager form of municipal government, with the City Manager being appointed by the City Council. The Mayor and City Council are elected to staggered four-year terms; the Mayor serves as Council President. Gaithersburg became a CHARACTER COUNTS! City in 1996. This national ethics education program is based on six pillars of character that people of all cultures, races and religious affiliations can embrace. The pillars include respect, responsibility, fairness, caring, trustworthiness and citizenship.

2.3. DISCLAIMER

This is a Solicitation only, it is not a contract. The City shall assume no obligation to pay or reimburse any Person for any costs, fees or expenses incurred in preparation of a response to this Solicitation, or for any meetings and/or travel costs related to such response. All Bid Proposals submitted to and accepted by the City shall become the exclusive property of the City and shall not be returned. The City reserves the right to reject any or all Bid Proposals in full or in part and/or to waive any technicalities and/or informalities as best may serve the interests of the City. The City is under no obligation to any Bidder until a contract is executed for the Services described herein.

2.4. AUTHORITY TO DISTRIBUTE SOLICITATION DOCUMENTS

The City is the sole entity with the authority to issue and/or distribute any Solicitation Documents and/or information related thereto. Any and all Solicitation Documents obtained from any source other than the City may be incomplete or incorrect. The City assumes no responsibility for any error, omission or misinterpretation resulting from the reliance or use of any Solicitation Documents not both issued and distributed by the City. Any and all Solicitation Documents shall be posted on the Procurement Webpage.

2.5. ACCEPTANCE

The submission of a Bid Proposal shall constitute acknowledgement and acceptance by the Bidder of the requirements, specifications and terms and conditions specified herein.

2.6. RESTRICTED DISCUSSIONS

Bidders are prohibited from discussing this Solicitation or any part thereof with any employee, agent, or representative of the City except as expressly authorized herein. The City may, in its sole discretion, reject the Bid Proposal submitted by any Bidder who is in violation of this provision. Any and all verbal statements and/or answers to questions relative to this Solicitation shall not be considered binding, valid or enforceable.

2.7. STATE OF MARYLAND BID AND CONTRACT REQUIREMENTS

- A. Bidders must be qualified to bid in the State of Maryland in accordance with §16-202 and §16-203 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- B. To enter into any contract with the City, Bidders must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations.

2.8. ADA REQUIREMENTS

Individuals with a disability, who would like to receive the information in this Solicitation in another form, may contact the City's Procurement Manager by phone at 301-258-6320 or by email at wrhodes@gaitthersburgmd.gov.

~ END OF SECTION 2 ~

SECTION 3: Solicitation Schedule and Information

3.1. SOLICITATION SCHEDULE

Below is the schedule of events for this Solicitation. The City reserves the right to modify the Solicitation Schedule at any time as best may serve the interests of the City; any and all modifications shall be made by addendum or amendment and posted on the City's Procurement Webpage. Unless otherwise specified, all references herein to times of day shall be Eastern Time (daylight or standard, as applicable).

EVENT	DATE	TIME
A. Solicitation Issued:	April 28, 2016	N/A
B. Pre-Submission Meeting: <i>See Subsection 3.2 for additional information</i>	May 10, 2016	at 10:00 AM
C. Bidder Questions Due in Writing: <i>See Subsection 3.3 for additional information</i>	May 20, 2016	by 3:00 PM
D. City's Answers to Questions Issued: <i>See Subsection 3.4 for additional information</i>	May 25, 2016	by 5:00 PM
E. Submission Deadline: <i>See Subsection 4.2 for additional information</i>	June 3, 2016	by 12:00 PM

3.2. PRE-SUBMISSION MEETING

A. There will be a Pre-Submission Meeting at the following location on the date and at the time specified in the Solicitation Schedule:

City of Gaithersburg
Department of Public Works
800 Rabbitt Road
Gaithersburg, Maryland 20878

B. Attendance of the Pre-Submission Meeting is not mandatory but is strongly encouraged. Bidders are expected to bring a copy of all Solicitation Documents as the City will not provide any copies.

3.3. SUBMISSION OF BIDDER QUESTIONS

All questions regarding this Solicitation: (i) shall be submitted by email to Sean Stevens, Public Works Operations Administrator, at sstevens@gaitthersburgmd.gov and (ii) shall be received by the date and time specified in the Solicitation Schedule. Any and all questions received not in compliance with this paragraph will not be answered unless the City, at its sole discretion, deems that a response to a question is necessary to clarify anything in the Solicitation Documents.

3.4. CITY'S ANSWERS TO BIDDER QUESTIONS

The City's answers to questions submitted by Bidders will be posted by addendum on the City's Procurement Webpage on the date specified in the Solicitation Schedule.

~ END OF SECTION 3 ~

SECTION 4: Bid Proposal Preparation and Submission Instructions

4.1. BID PROPOSAL PREPARATION

In order to provide each Bidder with an equal opportunity for consideration, adherence to a standardized bid proposal format is required; any Bid Proposal submitted outside of the required format shall be cause for the Bid Proposal to be rejected as non-responsive. All Bid Proposals shall include the following material and be organized as follows:

A. Cover Letter

The Bid Proposal shall include a cover letter, which shall be prepared on official business stationery and be signed by an individual authorized to bind the Bidder to its Bid Proposal. In addition, the cover letter shall include an overview of the company, and the name, business title, address, email address and telephone number of an individual to whom the City should direct correspondence.

B. References

This section of the Bid Proposal shall include the contact information for a minimum of five (5) customers that the Bidder wishes to provide as a reference. References shall be for projects completed by the Bidder within the last five (5) years that were similar in size and scope to the Services under this Solicitation. For each reference, the Bidder shall provide a company's name and address, a company representative's name, telephone number and e-mail address, and a description of the services provided, including scope and size.

C. Product Information

Each Bidder shall include with its Bid Proposal, the following information for any and all products included in the Bid Proposal: (i) complete and detailed descriptive literature and specifications; (ii) operation and maintenance manuals; (iii) parts lists and wiring diagrams; (iv) copies of any and all warranties; and (v) a list of all local dealers authorized to perform maintenance and/or repair services. Failure to do so may be cause for the Bid Proposal to be considered non-responsive.

D. Forms and Documents

The Bid Proposal shall include the following documents and forms, all of which are incorporated herein and attached hereto in Attachment A:

- Addendum and Amendment Acknowledgement Form
- Affidavit of Qualification to Propose
- Bid Proposal Price Sheet
- Bid Proposal Submission Certification
- Conflict of Interest Certification
- Litigation and Lien Information

4.2. BID PROPOSAL SUBMISSION

The Bidder shall submit complete sets of its Bid Proposal in a sealed package (hereinafter referred to as "Bid Proposal Package") in accordance with and subject to the following instructions and conditions:

- A. The Bid Proposal Package shall contain the following:

- I. One (1) original paper Bid Proposal. All documents and forms shall be completed in their entirety and, when applicable, be notarized and/or signed in ink by an authorized or duly authorized representative of the Bidder.
 - II. Two (2) identical paper copies of the original Bid Proposal.
 - III. One (1) identical electronic copy of the original Bid Proposal on a compact disc or flash drive.
- B. The Bid Proposal Package shall have the following information printed clearly on the outside of the Bid Proposal Package:
- Solicitation Number;
 - Solicitation Title; and
 - Name of the Bidder submitting the Bid Proposal Package
- C. The Bid Proposal Package shall be addressed to the person and be submitted to location shown below. Bid Proposals shall also be publicly opened and read aloud at the same location, on the date and time specified in the Solicitation Schedule.
- Sean Stevens, Public Works Operations Administrator
City of Gaithersburg
Department of Public Works
800 Rabbitt Road
Gaithersburg, Maryland 20878
- Any and all Bid Proposals not received by the City by the Submission Deadline and/or that are not submitted to the above location shall be deemed non-responsive.
- D. The City shall assume no responsibility for delays or errors in the delivery of any Bid Proposal; postmarking by the Closing Date shall not substitute for actual receipt.
 - E. The Bidder is strictly prohibited from submitting its Bid Proposal by facsimile or by e-mail. Any and all Bid Proposals submitted as such shall be rejected as non-responsive and be removed from consideration.
 - F. No partial Bid Proposals will be accepted or reviewed.

~ END OF SECTION 4 ~

SECTION 5: General Terms and Conditions

The following terms and conditions shall apply to and survive this Solicitation and be incorporated into the Contract:

5.1. HEADINGS

Any and all of the headings contained in any of the Solicitation Documents are for reference purposes only and shall not in any way affect the meaning or interpretation of any of the same.

5.2. ACCEPTANCE AND REJECTION OF BID PROPOSALS

The City reserves the right: (i) to accept or reject any or all Bid Proposals in whole or in part; (ii) to waive any technicalities or informalities in Bid Proposals; and (iii) to cancel or postpone this Solicitation at any time if determined to serve the best interests of the City. The City may reject the Bid Proposal of any Bidder in arrears or in default to the City on any contract, debt, or other obligation.

5.3. ACCURATE INFORMATION

The Bidder certifies that all information provided or to be provided to the City is true and correct and may be relied upon by the City in awarding the Contract. Any false and/or misleading information is cause for the City to reject the Bidder's Bid Proposal or to terminate the Contract if awarded to the Bidder. Such rejection or termination shall relieve the City of any direct or consequential damages or costs incurred by the Bidder.

5.4. ADDENDA AND AMENDMENTS

In the event any addenda or amendments are issued to this Solicitation, all the terms and conditions of this Solicitation shall govern and apply unless specifically stated or modified in any such addenda or amendments. Any and all written communication not posted on the City's Procurement Webpage relative to this Solicitation shall not be considered binding, valid or enforceable. It is the responsibility of the Bidder to inquire about and obtain any and all addenda and/or amendments issued, all of which shall be published on the City's Procurement Webpage.

5.5. ALTERNATE BID PROPOSALS

The Bidder is expected to clearly respond to the requirements set forth in this Solicitation. Any and all alternate Bid Proposals for the Services shall be rejected as non-responsive and shall be removed from consideration.

5.6. BINDING BID PROPOSAL

All Bid Proposals shall remain binding for 180 calendar days following the Submission Deadline; Bid Proposals may not be withdrawn at any time within this period. In the event an award is not made during such period, all Bid Proposals shall be automatically extended and remain binding for an additional 180 calendar day period. Bid Proposals shall automatically be renewed until such time as either an award is made or proper notice is given to the City by a Bidder of its intent to withdraw its Bid Proposal. Bid Proposals may only be withdrawn by written notice to the City at least fifteen (15) calendar days prior to the expiration of the then current 180 calendar day period.

5.7. CONFIDENTIALITY

- A. The City agrees, to the extent permitted by law and in accordance with the terms set forth in this Solicitation, to hold all confidential information and material belonging to the Bidder in strictest confidence. The Bidder shall specify in writing to the City the information and/or material the Bidder deems to be a trade secret or other confidential information and/or material. Written notification shall also contain the reason such information and/or material is considered to be a trade secret and/or confidential.
- B. The Bidder agrees that all knowledge and information it may receive from the City or from its officials, employees or other sources, or by virtue of the performance of Services under and pursuant to the Contract, if awarded the Contract, which are included or referenced in Title 4 of the General Provisions Article of the Annotated Code of Maryland, shall not be directly or indirectly disclosed to any person whatsoever unless authorized to do so by the City Manager. This confidentiality provision shall also apply to any information, activity, or record designated by the City as being “confidential” or “privileged”.

5.8. CONTRACT AWARD

- A. It is the intent of the City to award the Contract to one (1) Bidder. The City reserves the right to award the Contract to multiple Bidders and/or to award the Contract in whole or in part. Award shall be to the Responsible Bidder that submits the Lowest Responsive Bid Proposal. If for any reason, through no fault of the City, the Contract is not executed within thirty (30) days of formal award, the City may withdraw the award and award to the Responsible Bidder that submitted the next Lowest Responsive Bid Proposal, or solicit new Bid Proposals.
- B. In the event the City receives only one (1) Bid Proposal in response to this Solicitation, the City reserves the right, in its sole discretion, to proceed as a negotiated procurement with the Bidder that submitted the Bid Proposal.

5.9. ERRORS IN BID PROPOSALS

Obvious error(s) in calculations in any Bid Proposal may not be corrected without the prior written consent of the City and may be cause for the Bid Proposal to be deemed non-responsive. If an error is made in an extended price, the unit price will govern.

5.10. INTEREST IN MORE THAN ONE BID PROPOSAL AND COLLUSION

Multiple Bid Proposals submitted in response to this Solicitation by any Bidder under the same or different names shall be rejected as non-responsive. Reasonable grounds for believing that any Bidder has interest in more than one (1) Bid Proposal for this Solicitation, both as the Bidder and as a subcontractor for another Bidder, shall result in the rejection of all Bid Proposals in which the Bidder has interest and disqualify the Bidder from responding to any reissuance of this Solicitation. However, a Person acting only as a subcontractor may be included as a subcontractor for multiple Bidders. The City may reject all Bid Proposals if reasonable cause exists for believing that collusion exists among Bidders.

5.11. LATE BID PROPOSALS

It is the responsibility of the Bidder to ensure the delivery of its Bid Proposal by the Submission Deadline and to the location specified in Section 4.2 of this Solicitation. Any and all Bid Proposals delivered or submitted late or to any location other than the designated location shall be rejected as non-responsive. The submission of any Bid Proposal by way of facsimile or e-mail is strictly prohibited; any and all Bid Proposals submitted as such shall be rejected as non-responsive. The City assumes no responsibility for any delays and/or errors in the delivery of a Bid Proposal; postmarking by the Submission Deadline shall not substitute for actual receipt. Any and all Bid Proposals submitted not in compliance with any of the provisions of this paragraph shall be rejected as non-responsive.

5.12. MODIFICATIONS TO BID PROPOSALS

The Bidder may only modify its Bid Proposal prior to the Submission Deadline and in accordance with and subject to the following:

- A. The City shall consider a modified Bid Proposal as an entirely new Bid Proposal and shall replace the original Bid Proposal, which shall be deemed to be withdrawn and null and void.
- B. The modified Bid Proposal shall be subject to all the requirements, specifications and terms and conditions set forth herein.
- C. Notwithstanding the provisions with respect to the submission of a Bid Proposal herein, the modified Bid Proposal shall clearly be labeled "Modified Bid Proposal".

5.13. RETURN OF BID BONDS

In the event a bid bond is required under this Solicitation, all such bonds shall be retained by the City until the Contract is executed or until such time that a Bidder requests its Bid Proposal to be withdrawn in accordance with Section 5.6 (Binding Bid Proposal) of this Solicitation. The City shall immediately return the bid bond of any Bidder whose Bid Proposal is deemed by the City to be non-responsive, or shall immediately return all bid bonds in the event the Solicitation process is canceled by the City.

5.14. OPTIONAL GOODS AND/OR SERVICES

The City reserves the right to request and evaluate optional goods and/or services which may be in the best interests of the City, and to negotiate the price of such goods and/or services with the successful Bidder or with another Bidder, whichever is determined to be the most advantageous to the City. While pricing for optional goods and/or services may be requested in this Solicitation, the City is under no obligation to consider such optional goods and/or services when selecting the successful Bidder unless otherwise stated.

5.15. SOLICITATION DOCUMENTS

The Bidder is expected to carefully and thoroughly examine all of the Solicitation Documents for accuracy and completeness, and to become familiar with the same. If doubt exists as to the meaning and/or intent in or of any of the Solicitation Documents, the Bidder shall make an inquiry as to such meaning and/or intent. The failure of the Bidder to examine and become familiar with any and all of the Solicitation Documents shall in no way relieve the Bidder of its obligations under the Contract, if awarded to the Bidder. The submission of a Bid Proposal shall be taken as prima facie evidence of compliance with this provision and that the Bidder fully understands everything in the Solicitation Documents.

5.16. SOLICITATION PROTEST

- A. Any protest of this Solicitation shall be in writing to the City Attorney. The provisions of COMAR Title 21.01.03.01A(7), State Procurement Regulations, do not apply to municipalities and are not applicable to this Solicitation. Protests of alleged improprieties in this Solicitation shall be filed prior to the Submission Deadline.
- B. Any written protest shall, at a minimum, include: (i) the name, address, telephone number, and if available, email address of the Person making the protest; (ii) the Solicitation number and a detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the Person making the protest; and (iii) any and all copies of supporting exhibits, evidence and/or documents to substantiate the claim.

5.17. USE OF BROKER

The Bidder warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees, or bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business. For violation of this provision, the City shall have the right, in its sole discretion: (i) to terminate or suspend the Contract without liability to the City, its officials or employees; or (ii) to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.18. ACCOUNTING SYSTEM AND AUDIT

- A. The Contractor certifies its accounting system conforms to Generally Accepted Accounting Principles (GAAP) and is sufficient to comply with its budgetary and financial obligations under the Contract. In addition, the Contractor acknowledges and agrees to the following:
 - I. The Contractor: (i) shall maintain any and all necessary source documentation, accounting records and supporting documentation in such a manner that will provide for a separation between direct and indirect costs; and (ii) shall enforce sufficient internal controls as dictated by GAAP to properly account for expenses incurred under the Contract.
 - II. The Contractor: (i) shall allow the City to examine and/or obtain copies of the Contractor's records to determine and verify compliance with the terms and conditions of the Contract; (ii) shall grant the City access to such records at all reasonable times during the Contract term and for a period of five (5) years thereafter; and (iii) shall make such records available for examination and/or to obtain copies by any and all Federal, State and/or County authorities if the Contract is supported to any extent with any funds of the same.
- B. The Contractor shall include a similar provision in any and all subcontracts.

5.19. ASSIGNMENT OF THE CONTRACT

The City's rights under the Contract are personal to the Contractor. It is mutually understood and agreed that the Contractor shall not assign, convey, sublet, transfer or otherwise dispose of its Contract or its right, title or interest therein, or its power to execute the Contract, to any other person without the express written consent of the City; however, in no case shall such consent relieve the Contractor from its obligations under the Contract, or change the terms and conditions of the Contract.

5.20. CHANGES IN GOODS AND/OR SERVICES

The City, without invalidating the Contract, may order changes in the goods and/or Services within the general scope of the Contract, consisting of additions, deletions and/or other revisions, and the Contract sum and term shall be adjusted accordingly. Any cost or credit to the City from a change in Services shall be determined by mutual written agreement between the City and the Contractor. The Contractor shall provide all of the goods and services that may be required to complete the Contract at the price agreed upon. Any alterations of variables to the terms of the Contract shall not be valid or binding upon the City unless made in writing and signed by the City and the Contractor.

5.21. CONTRACT DISPUTES

Any and all disputes arising under the Contract, except under the provisions for termination, which are not disposed of by agreement between the City and the Contractor, shall be decided under procedures A-D listed below. Pending final resolution of a dispute, the Contractor shall proceed diligently with Contract performance. A claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

- A. All disputes, claims, questions of fact or interpretations of the documents of the Contract not disposed of by agreement or express provision of the Contract arising between the City and the Contractor after performance of the Contract has commenced but before final payment and termination of the Contract, are decided by the City Manager.
- B. The City Manager must give the Contractor not less than three (3) working days to submit documentation and written reasons supporting the Contractor's position in the dispute. The City Manager may consider any other information or written submissions from City employees or agents and may conduct an informal, non-record hearing for receipt of testimony, evidence and/or argument. The City Attorney may participate in the hearings to protect the City's interest.
- C. The City Manager must render a decision, in writing, stating reasons for such decision and provide copies to the Contractor and the City Attorney. If the decision is mailed to the Contractor, it must be mailed "certified" and dated the date of mailing; otherwise, it must be dated the date of delivery to the Contractor.
- D. The City Manager's decision may be submitted to Binding Arbitration by either Party under the auspices of an arbitrator appointed by the American Arbitration Association.

5.22. DISSEMINATION OF DATA

The Contractor shall not release any information related to the Services under the Contract or publish any reports or documents related to the same without the prior written approval of the City. The Contractor shall include a similar provision in all subcontracts.

5.23. EMPLOYMENT AS INDEPENDENT CONTRACTOR

The City and the Contractor recognize and agree: (i) that the Contractor shall act as an independent Contractor to the City; (ii) that the Contract does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties; (iii) that neither party shall be entitled to participate in any of the other party's benefits, including without limitation, any health or retirement plans; (iv) that the Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in the Contract; and (v) that the City shall not be liable for any insurance, taxes, or withholding for or on behalf of the Contractor; all such insurance, taxes or withholding, and costs for same, shall be the sole responsibility of the Contractor.

5.24. ETHICS LAWS AND REQUIREMENTS

The Contractor shall comply with the financial disclosure and conflict of interest and lobbying provisions of the City's ethics laws, which may be found on the City's website at: <http://www.gaithersburgmd.gov/government/city-code>.

5.25. FORCE MAJEURE

The City and the Contractor acknowledge and agree that either party hereto will be relieved of its obligations hereunder in the event and to the extent that the performance of its obligations under the Contract is delayed or prevented by any cause beyond its control, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, or riots ("Force Majeure"). Failure to receive necessary materials and supplies will not excuse performance hereunder unless such failure is itself due to an event of Force Majeure. A party obtaining relief under this provision shall make every reasonable effort to minimize the effects thereof and will promptly resume performance as soon as possible.

5.26. GOVERNING LAW

The Contract shall be construed in accordance with the laws and regulations of the Federal Government, State of Maryland, and the City. For purposes of litigation involving the Contract, exclusive venue and jurisdiction shall be in the Circuit Court of Maryland for Montgomery County, District Court of Maryland for Montgomery County or the United States District Court of Maryland.

5.27. IMMIGRATION REFORM AND CONTROL ACT

The Contractor shall warrant that it does not and shall not hire, recruit or refer for a fee for employment under the Contract, an alien, knowing the alien is an unauthorized alien, and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 ("Act"), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

5.28. INCONSISTENT PROVISIONS

- A. Notwithstanding any provisions to the contrary in the terms and conditions of any contract supplied by the Contractor, the conditions of this Solicitation and the Contract supersede those terms and conditions in the event of inconsistency.
- B. In the event of any inconsistency between any of the provisions of this Solicitation and any of the provisions of the Contract, the provisions of the Contract shall take precedence over and supersede those provisions in the event of any inconsistency.

5.29. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officials, employees and agents from the following:

- A. Any and all direct or indirect damages, costs, claims, actions, suits, judgments or liens resulting from the negligent act or commission or omission of the Contractor, its employees, agents or subcontractors; and
- B. Any and all direct or indirect costs, claims, actions, suits, judgments or liens for damages resulting from the Contract arising from the negligence or omission of the Contractor, its employees, agents or subcontractors. The Contractor shall, upon completion of the Services, provide the City with a Release of Liens from any subcontractor, supplier, material, or other supplier of goods and services to the project.

5.30. LAWS AND REGULATIONS

The Contractor shall comply with any and all applicable federal, state and local laws, codes and regulations with respect to the Services under the Contract.

5.31. NO LIENS

- A. The Contractor shall have no title or interest in any of the goods delivered to the City under the Contract. In no event shall the Contractor encumber any such goods delivered to the City with any lien of any kind or offer such goods as collateral in any transaction whatsoever.
- B. The Contractor shall, upon completion of the Services, provide the City with a Release of Liens from any subcontractor or other supplier.

5.32. NO WAIVER

Except as otherwise specifically provided in the Contract, a waiver by either party to the Contract of any breach of any provision of the Contract, or either party's decision not to invoke or enforce any right under the Contract, shall not be deemed a waiver of any right or subsequent breach, and all provisions of the Contract shall remain in force.

5.33. NON-DISCRIMINATION REQUIREMENTS

- A. The Contractor acknowledges and agrees that during the term of the Contract it shall:
 - I. Not discriminate against any employee or applicant for employment because of gender preference, race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era.

- II. Take affirmative action to ensure that applicants and employees are treated without regard to their race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such action shall include but not be limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - III. In all solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. The Contractor agrees to use clauses similar to those above in all contracts and subcontracts. In the event the Contractor fails to comply with the nondiscrimination clauses of the Contract, or fails to include such provisions in all contracts and subcontracts, as hereinabove provided, the Contract may at the sole discretion of the City be declared void AB INITIO, canceled, terminated or suspended in whole or in part with waiver of any recourse by the Contractor against the City or its officials or employees, and the Contractor may be declared ineligible for further contracts with the City.
- B. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor shall permit access to their books, records and accounts. In the event the City Manager concludes, on the basis of such investigation, that the Contractor has failed to comply with these nondiscrimination clauses, the City Manager may invoke the remedies hereinabove set out.

5.34. NONEXCLUSIVE

Nothing in the Contract shall be deemed to act as a bar to the City's solicitation or purchasing of equipment, goods or services from any other company or entity.

5.35. OWNERSHIP OF MATERIALS

Unless otherwise agreed in writing by the City and the Contractor, any work, specifications, information, data, drawings, software and other items produced under the Contract, other than any Contractor Tool, is to be deemed a work-for-hire to the extent permitted by law, and, to the extent not so permitted, shall be assigned to, and shall become, the exclusive property of the City.

5.36. PATENTS

- A. Whenever any article, material, appliance, process composition, means or things called for by the specifications ("Materials") under this Solicitation is covered by Letters of Patent, the Contractor shall secure, prior to using or employing such Materials, the assent in writing of the owner or licensee of such Letters of Patent and file the same with the City.

- B. The Contractor shall defend, at its own expense, and pay the cost and damages awarded in any action brought against the City based on an allegation that the Materials provided by the Contractor infringe on any patent, copyright, license or trade secret. In the event that an injunction shall be obtained against the City's use of the Materials by reason of infringement of any patent, copyright, license or trade secret, the Contractor shall, at its own expense, procure for the City the right to continue using the Materials or replace or modify the same so that it becomes non-infringing.

5.37. PAYMENT TERMS, TAXES AND INVOICES

The City shall only pay original proper invoices issued in accordance with the following:

A. Payment Terms

The City's standard terms of payment are net thirty (30) days; however, this does not preclude the Contractor from providing a prompt payment discount for the payment of invoices in less than thirty (30) days. Payments considered past-due may be subject to incurred interest not to exceed one percent (1%) per month.

B. Taxes

The City is exempt from sales and use taxes. The Contractor shall exclude such taxes from all forms of requests for payments issued to the City; the City shall not be liable for or pay or reimburse the Contractor for any such taxes. A copy of the City's Sales and Use Tax Exemption Certificate is provided below.



C. Invoices

Original invoices shall include at a minimum, the Contractor's name, address, telephone and fax numbers, and if applicable, email address and corresponding purchase order number. Invoices shall be submitted to: City of Gaithersburg, Accounts Payable Division, 31 South Summit Avenue, Gaithersburg, Maryland 20877.

5.38. RECORDS

- A. The Contractor shall retain any and all records and documents relating to the Services under the Contract for a minimum of five (5) years following payment of the Contractor's final undisputed proper invoice for the complete rendered Services. The Contractor shall make available to the City, State of Maryland and any and all appropriate Federal agencies, all records and documents with respect to any and all matters under the Contract at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make copies, excerpts and/or transcripts of any and all relevant data.

B. The Contractor shall include similar provisions in all subcontracts.

5.39. SUBCONTRACTORS

The Contractor acknowledges and agrees: that if it shall be necessary to hire or subcontract with competent personnel to fulfill its obligations under the Contract, it shall do so at its own expense; and to ensure that any and all work assigned to any subcontractor shall be performed in compliance with all of the terms and conditions of the Contract. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City.

5.40. SURVIVAL

The representations, warranties and indemnities contained herein shall survive the termination of the Contract.

5.41. TERMINATION

A. Termination for Cause

- I. If through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract, or if the Contractor violates any of the provisions of the Contract, the City may upon written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract or with such part or parts of the Contract to which there has been default, and may hold the Contractor liable for any damages caused the City by reason of such default and termination, if the default is not corrected within 15 days' notice to cure. In addition, the Contract may be terminated for the bankruptcy, dissolution, assignment for the benefit of creditors, or other similar action of the Contractor.
- II. In the event of termination, any completed Services performed by the Contractor under the Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due the City from the Contractor is determined. The Contractor shall not be responsible for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the Contract for such delay.

B. Termination for Convenience

- I. The City may, upon written notice and without cause, terminate the Contract in whole or in part at any time for its convenience. In such instance, payment shall be made to the Contractor for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under-absorbed overhead of the Contractor or its subcontractors or suppliers. Failure of the Contractor to include a termination for convenience clause into its subcontracts and material purchase orders shall not result in any liability to the City for lost profits in conjunction with a termination for convenience.

II. The Contractor expressly waives any damages, delay damages, or indirect costs which may arise from the City's election to terminate the Contract in whole or in part for its convenience.

C. Termination for Non-Appropriation of Funds

The City shall not be obligated to the Contract for any future fiscal year until funds are appropriated for each such future fiscal year. In the event funding appropriation is not approved, the City may, upon written notice, terminate the Contract in whole or in part and without penalty or expense to the City. The effect of such action shall terminate the Contract on the last day of the fiscal year for which appropriations were made.

~ END OF SECTION 5 ~

SECTION 6: Special Terms and Conditions

6.1. ASSEMBLY

All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

6.2. DELIVERY AND RISK OF LOSS

A. Delivery

The Contractor shall deliver the bus to the Department of Public Works, located at 800 Rabbitt Road, Gaithersburg, Maryland 20878 ("Delivery Location") no later than two hundred (200) calendar days following the effective date of the Contract. Delivery shall be on Monday through Friday between the hours of 7:00 AM and 3:00 PM.

B. Risk of Loss

The Contractor shall assume risk of loss of the bus, regardless of the status of title or any payments related to the bus, until the bus is delivered to the Delivery Location. In the event the bus is not accepted by the City and is released back to the Contractor, the Contractor shall reassume risk of loss until such time that the bus is delivered back to the City, at the Delivery Location.

6.3. INSURANCE

- A. The Contractor shall at all times during the term of the Contract carry and maintain in full force and effect, at its expense, policies of insurance with minimum limits as follows:
 - I. Comprehensive commercial general liability insurance in an amount no less than one million dollars (\$1,000,000); and
 - II. Workers' compensation insurance for all non-City employees and workers in an amount no less than one million dollars (\$1,000,000).
- B. The City shall be named as an additional insured under the comprehensive commercial general liability policy, and shall receive at least thirty (30) days written notice of any cancellation or adverse material change in that policy, such that any cancellation or adverse material change shall not be effective with respect to the City for thirty (30) days after such written notice is given.
- C. Prior to the execution of the Contract, the Contractor shall provide the City with a certificate of insurance, which shall: (i) evidence the above policies; (ii) name the City as additional insured with respect to the comprehensive commercial general liability insurance policy only; and (iii) contain a provision that requires the Contractor's insurers to provide the City with a written notice of any cancellation or adverse material change in the insurance and that such cancellation or adverse material change shall not be effective with respect to the City for thirty (30) days after such written notice is given.
- D. The Contractor acknowledges and agrees that its failure to provide the City with a certificate of insurance and/or the failure by the City to demand the delivery of said certificate shall not operate or be deemed to operate as a waiver of the insurance and associated endorsements required under this provision, and the Contractor shall hold the City harmless from any liability arising as a result of any such failure(s).

6.4. INSPECTION, TESTING AND ACCEPTANCE

Within 15 calendar days after delivery to the Delivery Location, the City shall perform post-delivery inspections and tests on the bus, which shall include visual inspections and tests of operations. If the bus fails to pass the post-delivery inspections and/or tests ("Inspections/Tests"), the City shall notify the Contractor in writing of the defects, and the Contractor shall immediately begin to correct all of the same. The bus shall not be accepted by the City until all defects are corrected and the bus passes the Inspections/Tests. If the bus passes the Inspections/Tests, or if the City does not notify the Contractor that the bus failed the Inspections/Tests within fifteen 15 calendar days after delivery, then acceptance of the bus by the City shall occur on the 15th day after delivery. Acceptance shall occur earlier if the City notifies the Contractor in writing of early acceptance.

~ END OF SECTION 6 ~

SECTION 7: Project Information and Specifications

7.1. BACKGROUND INFORMATION

The City of Gaithersburg intends to purchase a 48 Passenger Type C School Bus to be used as a recreation bus for the Department of Parks, Recreation and Culture.

7.2. SPECIFICATIONS - 48 PASSENGER SCHOOL BUS - TYPE C

A. BASIC MINIMUM SPECIFICATIONS - BUS CHASSIS

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

A.1. Air Cleaner

- A.1.1. Two stage heavy duty type air filtration system firewall mounted for maximum protection.
- A.1.2. Engine air cleaning system must have integrated hood plenum with two (2) expulsion valves to remove moisture and large contaminants.
- A.1.3. Restriction indicator to measure filter condition with indicator and/or light in dash.
- A.1.4. Location of air intake and air cleaner shall be readily accessible for servicing.
- A.1.5. Must be equipped with a disposable element.

A.2. Alternator

- A.2.1. Shall be sufficient output to meet the electrical demand of the vehicle.
- A.2.2. Minimum rated capacity: 200 amperes.
- A.2.3. Minimum rated capacity for buses equipped with air conditioning and/or wheelchair lifts: 270 Amperes.
- A.2.4. Heavy duty 12-volt type.
- A.2.5. Acceptable brands: Leece Neville.

A.3. Axles

- A.3.1. Conventional:
 - ➔ Front - 10,000 (minimum with maintenance free spring pins) (Differential ratio shall allow a cruising speed of 70 mph)
 - ➔ Rear - 21,000 (minimum with magnetic drain plug)
 - ➔ 31,000 pound GVW (gross vehicle weight) minimum required.

A.4. Battery

- A.4.1. Chassis must be equipped with Dual 12 volt maintenance free type, twelve (12) volt maintenance free batteries with a total of no less than 1900 CCA each (measured @ 0°F).

- A.4.2. Batteries shall be mounted outside of engine compartment. Batteries shall be mounted on a slide out heavy duty tray in a skirt mounted battery box with stainless steel roller bearings and stop whereby batteries may be exposed to outside for convenient servicing.
- A.4.3. Battery compartment door or cover shall be secured by an adequate and conveniently operated latch. No lock on door.
- A.4.4. Ground cable shall be mounted to a permanent part of chassis frame.
- A.4.5. One-piece battery cables of sufficient length to reach outside battery compartment when slide-out tray is fully extended shall be provided.
- A.4.6. All cables passing through the metal battery box shall be protected by non-conductive rubber grommets to prevent chaffing.
- A.4.7. A 150 AMP main circuit breaker with disconnects shall be provided in the engine compartment.

A.5. ABS Air Brake System

- A.5.1. Four wheel brakes, adequate at all times to control bus when fully loaded shall be provided.
- A.5.2. Vehicles shall be equipped with a safety valve to protect against excessive air pressure.
 - A.5.2.1. An illuminated air gauge on the instrument panel to register pressure in the air system.
 - A.5.2.2. An audible and visual low-pressure indicator to warn the operator when the pressure falls below 60 pounds per square inch.
- A.5.3. All air tanks shall be equipped with automatic electric heated drain valves.
- A.5.4. Brake lines to be color-coded with quick-connect fitting.
- A.5.5. Brake lining material shall meet the standards of Vehicle Equipment Safety Commission Regulations. The minimum brake lining should be 16.5 x 7 inches, rear, and 16.5 x 5 inches front.
- A.5.6. Each brake drum shall be permanently and plainly marked to clearly indicate in legible cast or stamped legend, the maximum safe diameter of the drum.
- A.5.7. AD-IP Cartridge Type Bendix Westinghouse air dryer with heater.
- A.5.8. A manual control shall be installed in the driver's compartment in such a position and location as to be readily available to the driver for emergency stopping or parking.
- A.5.9. Rear air chambers to be mounted in front of rear axle.
- A.5.10. Brake stoplight switch shall be air actuated.
- A.5.11. All metal brake lines must be stainless steel or an approved corrosion resistant.

A.6. Bumper, Front

- A.6.1. 3/16" thick heavy duty front bumper, swept back style, matching hood.
- A.6.2. Two front tow hooks.

A.7. Cooling System

- A.7.1. A heavy duty 805 square inch minimum aluminum core radiator for optimum engine and transmission cooling. Cooling system overflow recovery system shall be provided.
- A.7.2. Provide an automatic fan clutch and fan. Modulated fan to increase fuel mileage and reduce noise. Shall be of adequate capacity to cool engine at any outside temperature.
- A.7.3. Cooling system shall be protected to -20° with permanent type anti-freeze. Extended life coolant required.
- A.7.4. Provide easy access to coolant filler cap for easy fill with typical water/coolant bucket.
- A.7.5. Constant torque hose clamps in engine compartment.
- A.7.6. Drain cocks must be installed in radiator.

A.8. Drive Shaft Guards and Shields

- A.8.1. Refer to COMAR.

A.9. Electrical (Chassis Wiring)

- A.9.1. The chassis wiring system shall be of sufficient capacity to meet the electrical demand of the vehicle.
- A.9.2. Voltmeter is required and shall have a capacity of no more than 18 volts.
- A.9.3. Circuit breakers of 150 amperes minimum shall be installed between battery and body harness.
- A.9.4. All wiring must be color coded and numbered at 4-inch intervals and a diagram of the circuits shall be attached to the body in a readily accessible location. (Addressed in body specs).
- A.9.5. A complete wiring schematic diagram must be provided.
- A.9.6. All wires shall be in wire loom.

A.10. Engine

- A.10.1. Diesel, six cylinder in-line engine minimum of 220 HP, w/ 520 ft. lbs. of torque @ 1200 rpm with the capability of recalibrating to a higher HP.
- A.10.2. Engine to be equipped with top-loading oil and fuel filters for ease of maintenance.

A.11. Exhaust System

- A.11.1. Exhaust pipe system must not interfere with optional storage compartment installation.
- A.11.2. Tail pipe must be installed to exhaust from the left side (road side) under the bumper.

A.12. Frame

- A.12.1. Heavy duty 50,000 psi frame with 10 1/8" x 3" x 5/16" thick steel minimum.
- A.12.2. Frame shall be pre-punched.
- A.12.3. Resisting Bending Moment (RBM) of frame must be 625,000 per frame rail minimum to prevent frame damage.

A.13. Fenders

- A.13.1. Non-logo mud flaps shall be provided behind each wheel and extend down approximately 9" from the ground.
- A.13.2. Fenders must extend beyond tire or be protected by a fender extension.

A.14. Fuel System

A.14.1. Tank

- A.14.1.1. The fuel tank shall have a minimum capacity of 60 gallons and be on the right hand side of the chassis rail or between frame rails.
- A.14.1.2. A fuel tank sender plate shall be provided to allow access for fuel gauge sending unit replacement.
- A.14.1.3. Fuel tank cage shall be equipped with skid plate for added protection from damage.
- A.14.1.4. *Exterior Opening* – Hinged door.
- A.14.1.5. Interior Access - Access plate in floor for servicing.

A.14.2. Filters/Heater

- A.14.2.1. Provide combination electric fuel heater, water separator and fuel filter. A heater working in conjunction with coolant system will not be acceptable.
- A.14.2.2. Must be located in an easily accessible location for service.
- A.14.2.3. Provide manual priming capability.

A.14.3. Fuel Filler Cap

- A.14.3.1. Fuel filler cap must be attached to the fuel filler neck with a chain.

A.15. Hood

- A.15.1. Shall be equipped with fiberglass tilt hood with easy opening hood for maximum pull effort.
- A.15.2. Engine splash shield must tilt out of way with the hood needed to gain access for fluid check.
- A.15.3. Must have removable grill for easy serviceability.
- A.15.4. Hood must include rubber lined hood pull for driver's comfort.
- A.15.5. Left side hood, engine air intake with integrated air intake plenum.

A.16. Ignition

- A.16.1. Manufacturer shall provide (5) sets of ignition keys per bus.

A.17. Instrument Panel

- A.17.1. The bus shall be equipped with the following non-glare, illuminated gauges, warning lights and alarms mounted for easy maintenance and repair and in such a manner that each is clearly visible to seated operator:

Gauges

- 1. Speedometer
- 2. Fuel gauge
- 3. Oil pressure gauge
- 4. Water temperature gauge
- 5. Voltmeter
- 6. Odometer
- 7. Transmission temperature gauge
- 8. Tachometer
- 9. Air pressure gauge (if so equipped)
- 10. Hour-meter
- 11. Diesel Exhaust Fuel Gauge (DEF)

Warning Lights, Switches and Alarms

- 12. High water temperature warning light and buzzer.
 - 13. Low oil pressure warning light and buzzer.
 - 14. Self-canceling directional signals.
 - 15. Low air pressure warning light and buzzer.
 - 16. Emergency escape audible alarm.
 - 17. Warning light or buzzer for automatic transmission fluid temperature.
 - 18. Wait to Start Light.
 - 19. Hi-beam headlight indicator.
 - 20. Turn signal indicator light.
 - 21. Low coolant indicator light and buzzer.
- A.17.2. Instrument panel shall be non-reflective in color.

A.18. Openings

A.18.1. All openings in floorboard or firewall between chassis and passenger – carrying compartment, such as for hoses, brake pedals, accelerator pedal, gear-shift lever and auxiliary brake lever, shall be properly sealed or grommeted.

A.19. Shock Absorbers

A.19.1. Two (2) front and two (2) rear heavy-duty, double acting shock absorbers of sufficient capacity to meet GVW requirement shall be provided.

A.20. Springs

A.20.1. Rated capacity of spring shall not exceed rating of respective axle.

A.20.2. Heavy duty single stage multi-leaf front and rear variable rate suspension to meet GVW and axle ratings.

A.20.3. All shackle and spring hanging bolts/pins shall have grease able fittings or euro-bushings.

A.21. Steering

A.21.1. Power steering unit shall be installed by chassis manufacturer.

A.21.2. Heavy duty power steering gear to have internal pressure relief valves. (Ross or TRW only).

A.21.3. Pump reservoir shall be readily accessible for service and checking fluid level.

A.21.4. Two quart translucent power steering reservoir capacity for safety and increased cooling capacity.

A.22. Steering Wheel

A.22.1. Will be equipped with a tilting mechanism to allow drivers to adjust the steering wheel position.

A.22.2. Tilt/telescoping steering column required.

A.23. Tires/Wheels

A.23.1. Tires shall be 1100R 22.5, tier one brand and tread design for buses without wheelchair lifts.

A.23.2. Wheels shall be ten hole hub-piloted type, painted black.

A.24. Transmission, Automatic

A.24.1. Allison (PTS 3000), or equal, automatic – 5 speed, oil cooler and lines to meet engine and transmission manufacturer’s specifications for maximum cooling.

- A.24.2. Transmission shall have electronic push button type gear selector mounted on the dash. Floor mounted not acceptable.
- A.24.3. Transmission shall be filled with Transynd synthetic fluid from Allison. Permanent label identifying "Transynd" synthetic fluid only, near fill tube.
- A.24.4. Transmission warranty shall be a five (5) year unlimited mileage OEM warranty.

A.25. Noise Reduction Package

- A.25.1. Acoustic headliner shall be installed throughout the entire passenger compartment.
- A.25.2. Manufacturer shall supply noise reducing insulation package to include engine cover and firewall.
- A.25.3. Omit step-well reduction package.

B. BASIC MINIMUM SPECIFICATIONS - BUS BODY

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

B.1. Aisle

- B.1.1. One two inch (2") white rubber aisle strip shall be installed between the two front barriers and one two inch (2") white rubber aisle strip 27" forward of the emergency door.
- B.1.2. No seat or other object shall be so placed in bus as to restrict any part of passageway 24" forward of emergency door.

B.2. Backup Alarm

- B.2.1. Backup alarm (audible): Minimum 97 decibels, mounted on frame behind rear axle, and activate automatically when transmission is in reverse position.

B.3. Body

- B.3.1. Provide a diagram at time of bid submission depicting dimensions of the bus, to include seat spacing.
- B.3.2. Body side skirt shall extend to the approximate centerline of the axles.
- B.3.3. Roof – Roof panels shall be one piece side to side, 20 gauge galvanized steel, secured to body bow frame with structural adhesives. Fasteners used on top portion of exterior paneling shall be self-piercing rivet technology to prevent any leak path. All roof sheets shall be sealed to prevent leaks. Exterior panels shall be primed on both sides before assembly for rust prevention.

- B.3.4. Side Panels – Exterior side panels shall be 20 gauge galvanized steel applied to body bow frames with structural adhesives and self-piercing rivet technology to prevent any leak path. Lower side skirt (floor level down) shall be quick change replaceable design installed with threaded fasteners.
- B.3.5. Minimum exterior width 96”, minimum interior width 90”, maximum exterior height 125”.
- B.3.6. Interior headroom shall be no less than 77”.
- B.3.7. Bus body shall be mounted to chassis frame in such a manner as to prevent shifting.
- B.3.8. Two (2) bolts are required on each mounting bracket. Rubber mounting pads reinforced with fiber shall be used to cushion the body on the chassis at every floor crossmember.

B.4. Bumper - Rear

- B.4.1. Shall be formed from 3/16” plate steel and a minimum of 9” wide (high) with a .5369 square inch section modulus. Bumper shall wrap around corners of bus and be attached to the chassis frame with bolts.

B.5. Construction

- B.5.1. Full length acoustical ceiling with insulation.
- B.5.2. Roof Vent/Emergency Exit – Two (2) low profile with audible alarm.
- B.5.3. External construction shall be of rust-resistant, zinc-coated, prime commercial zinc cold-rolled quality steel. All such construction materials shall be fire-resistant.
- B.5.4. Body hold down clamps – positive clamp – not spring type.
- B.5.5. Roof Bows – The roof bow frame assembly shall consist of continuous, one-piece, 14 gauge rolled channel hat sections, stretch formed for added strength and mounted on 30” centers to provide a rollbar type protection. Roof bows should extend below floor level.
- B.5.6. Roof Crash Rails – Two continuous, one-piece 16 gauge roof crash rails extending from first to last roof bow shall be applied internally between interior and exterior sheets.
- B.5.7. Floor – Shall be constructed of 14 gauge Galvalume steel formed with overlapping joints on 30” centers. Floor will be further reinforced with 11 gauge Z-channel cross-members installed on 10” centers and shall extend the full width of the floor except in wheelhouse area. All floor cross-members shall be welded to 14 gauge steel floor panels which extend the full length of the body floor on each side. An interior impact panel shall be one piece continuous welded to floor and welded at each intersection with body bow. There shall be an 11 gauge floor X-brace reinforcement added to wheelhouse area. Wheelhouse shall be stamped 16 gauge one piece low profile design and shall not exceed 10” in height as measured from top of floor to top of wheelhouse.

- B.5.8. Vertical Headers – Shall be installed at each roof bow extending from upper side sheet to exterior structural header creating closed box type reinforcement at each roof bow.
- B.5.9. Interior Header - One-piece formed to length interior window header continuous from first to last rafter.

B.6. Doors

B.6.1. Service Door

- B.6.1.1. Air operated door shall be provided at no extra charge.
- B.6.1.2. Door control mechanism shall be located overhead of door and concealed behind a removable panel.
- B.6.1.3. Shall be outward type door only.
- B.6.1.4. Service door shall have a minimum horizontal opening of 26 inches and minimum vertical opening of 68 inches.

B.6.2. Emergency Doors and Exits

- B.6.2.1. Must comply to COMAR and Federal Motor Vehicle safety standards 217 regulations.
- B.6.2.2. Metal sill to protect floor at emergency door entrance.
- B.6.2.3. Emergency door – There shall be an emergency door located in the center rear of the bus. Door shall have a minimum of 38” horizontal opening and a 61” vertical opening. External door hinges shall be stainless steel and maintenance free.

B.7. Electrical

- B.7.1. Full length acoustical ceiling with insulation.
- B.7.2. All internal wiring shall be routed through the inside of the bus, above the side windows, behind a completely removable cover. A complete wiring diagram is to be furnished. All wiring that passes through metal shall be protected by grommets. Wiring shall be flame retardant.
- B.7.3. All electrical circuits are to be color coded wire and protected by circuit breakers. Circuit breakers shall be easily accessible with no screw or bolt removal necessary to reach them and shall be plainly marked designating the circuit to which each applies.
- B.7.4. Switches shall be rocker type design and provide “smart switch” technology offering switches with LED lighting that can be repositioned without rewiring or reprogramming of system.
- B.7.5. Dual electric horns.
- B.7.6. Extended life halogen headlights with amber daytime running lights.
- B.7.7. Cell Phone Power Outlet

B.8. Emergency Equipment

- B.8.1. Each bus shall be equipped with a first aid kit meeting state standards, flares in accordance with FMVSS, and one dry type chemical fire extinguisher mounted on an accessory panel right of the driver.
- B.8.2. Provide all safety equipment required by FMVSS and COMAR. The location of emergency equipment will be determined by the City. Emergency equipment items are not to be mounted prior to that time.

B.9. Floor Covering

- B.9.1. Floor covering, seating and other interior accessory colors must match/color coordinate.
- B.9.2. The floor covering shall be one continuous piece from front to rear. **Splicing is unacceptable.**
- B.9.3. Metal cover molding shall be installed along side wall and rear body wall.
- B.9.4. Aisle joint molding shall be constructed of aluminum and installed over all seams where aisle covering meets floor covering.
- B.9.5. Sub-flooring shall be of 5/8" marine grade plywood.
- B.9.6. Aisle – 3/16" ribbed rubber.
- B.9.7. Under seat – 1/8" smooth rubber under seats, wheel wells and in driver's area.

B.10. Handrails (Grab Rail)

- B.10.1. Handrails shall be installed on both sides of the front entrance going up the steps of the bus.
- B.10.2. Handrails shall be stainless steel.
- B.10.3. Must meet current standards for draw strings.

B.11. Heater-Defroster

Defroster shall be sufficient capacity to keep windshield clear of fog, snow, and ice. The defroster shall include full length windshield defroster channel for even distribution of heated air to the windshield.

- B.11.1. Each bus shall be equipped with three independently controlled hot water heaters, which shall be fresh air or combination fresh air re-circulating type. Air filters mounted for ease of servicing shall be installed.
- B.11.2. Front – 140,000 BTU (minimum 50,000 BTU on right) heater to include full width windshield defroster.
- B.11.3. Rear – 70,000 BTU rear heater behind the rear wheel well on the left side mounted under seat.

- B.11.4. Two six inch (6") minimum heavy duty defroster fans shall be installed - (1) mounted near the center of the windshield and (1) mounted over the driver's left side window.
- B.11.5. Two (2) brass shut-off valves lever type with 90 degree rotation of the handle shall be supplied in the engine compartment to restrict heater operation.
- B.11.6. A shut off valve shall be accessible by the driver from their seat. An electronically controlled shut-off valve is acceptable.

B.12. Identification- Lettering (Block Style)

- B.12.1. Lettering shall match existing City busses type, size, color, locations and wording. Photographic examples will be provided.
- B.12.2. No lettering on rivets or seams.
- B.12.3. No logo on mud flaps.
- B.12.4. No passengers forward of white line while bus is in motion shall be placed on the head wall above the windshield. The size of this decal is to be no larger than 6" x 9".

B.13. Lights

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

B.13.1. Interior

- B.13.1.1. Minimum eight (8) LED interior lamps.
- B.13.1.2. One (1) LED lamp in step-well area.
- B.13.1.3. One (1) LED dome lamp in driver's area, with separate switch.
- B.13.1.4. One (1) LED above rear emergency exit door.

B.13.2. Exterior

- B.13.2.1. Two (2) LED 7 inch combination tail and stop lights.
- B.13.2.2. Two (2) LED 4 inch combination tail and stop lights.
- B.13.2.3. One (1) LED license plate light, mounted on left rear side.
- B.13.2.4. Two (2) LED 7 inch clear backup lights.
- B.13.2.5. Two (2) LED 7 inch amber rear directional signals.
- B.13.2.6. Four (4) armored side directional marker lights, mounted at seat level rub rail; amber (front) and red (rear). Front, rear, and side roof LED clearance lights.
- B.13.2.7. One (1) 4 inch clear, flush-mounted LED light, mounted externally on the right side of the bus, just behind the rear edge of the entrance door and below the level of the fuel filler door. To illuminate the ground in the area of the entrance

door. Wired to operate with the interior step-well light.
Mounted in an integrated, waterproof mounting flange.

B.13.2.8. Reflectors – Two (2) on each side of bus, two (2) on rear

B.14. Mirrors

B.14.1. Exterior

B.14.1.1. Exterior side view remote adjustable west coast mirrors are required. Right side mirror must be visible through front windshield while operator is in normal seated position.

B.14.1.2. All exterior mirrors shall be electrically heated with 15-20 minute timer.

B.14.1.3. Cross over mirrors (quadrispherical type) shall be mounted on the left and right front fender (meets FMVSS-111).

B.14.1.4. All exterior fasteners to be of stainless steel.

B.14.1.5. Chassis hood shall be reinforced with internal backing plates for durability.

B.14.1.6. Weather proof grommets shall be used to seal electrically heated mirror wire harness of bus body. Silicone sealant is not acceptable. Weather proof electrical wire terminal disconnects shall be placed within 12-inches of mirror heads.

B.14.1.7. All heated mirrors will operate off of one switch with a pilot light to indicate when the heating elements are turned on.

B.14.2. Interior

B.14.2.1. Interior mirror to be 6" x 30" safety glass with protected edges mounted on adjustable overhead track.

B.15. Noise Reduction Package

B.15.1. Ceiling, sides, and rear panels shall be insulated with a minimum 2" thick, blanket-type polyester insulation to properly deaden sounds, reduce vibration, and provide a thermal barrier.

B.15.2. The insulation shall be fire-resistant of type approved by Underwriters Laboratories, Inc.

B.15.3. Manufacturer shall supply noise reducing insulation package for engine cover and firewall.

B.15.4. A sound absorbing one piece molded cover shall be applied in the driver's vestibule area.

B.16. Paint/Color

B.16.1. **Exterior** – Shall be white. Paint shall be a baked on high solids polyurethane. Trim, including guard rails, vertical headers, and door handles shall be black.

- B.16.2. **Interior** – Shall be light gray baked-on enamel. The area from the bottom of the side windows to the floor shall be mar-proof Galvalume steel. All seat frames, underseat heaters shall have a baked on black powder coating for scratch resistance. All interior headlining panels on the bus to be painted shall be primed and painted on both sides prior to assembly.
- B.16.3. **Exterior Graphics** – Photographic examples of Exterior graphics shall be provided to the awarded Bidder by the City of Gaithersburg.

B.17. Rub Rail

- B.17.1. Snow rail shall be installed full length (at the bottom) of body skirt.

B.18. Fenderettes

- B.18.1. Rear wheel openings shall be equipped with metal fenderettes that extend from the body side approximately 1 ½” for added protection.

B.19. Seats & Interior

- B.19.1. Fire-block upholstery. Fabric shall be Green – as specified by City.
- B.19.2. All interior ceiling panels to have lapped and hemmed edges.
- B.19.3. Modesty panel installed below front barriers.
- B.19.4. Interior side panels to be mar-proof aluminized steel from window bottom to floor.
- B.19.5. The interior body height from the floor to the roof shall be a minimum of 77”.

B.20. Driver’s Seat

- B.20.1. High back, suspension.
- B.20.2. Three-point combination lap/shoulder belt (orange color), with height-adjustable shoulder belt (minimum 16 inch vertical adjustment).
- B.20.3. Right-side fold down arm rest (left side not required).
- B.20.4. Lumbar support required.
- B.20.5. Knee action seat prohibited.
- B.20.6. Rear most seats shall be 30” wide. Standard 3-3 seating with 39” seat width to be used in the remainder of the bus. A floor plan must be provided and approved prior to ordering.
- B.20.7. A document holder with approximate dimensions of 12” x 18” x 3” (sufficient to hold a 3” binder) with Velcro secured top flap shall be incorporated into the front of the driver’s side modesty panel (barrier). The barrier cover and the document holder shall be constructed of fire block material.

B.21. Steps

- B.21.1. There shall be one stirrup step and a suitably located handle on each side of the front body for accessibility for cleaning windshield and lamps.
- B.21.2. 3-Step (or 4-Step) entrance shall be provided.
- B.21.3. Three step (or Four step) entrance covered with black slip resistant pebble tread rubber with white nosing.
- B.21.4. Step-wells shall be constructed of rust resistant material.

B.22. Storage Compartment

- B.22.1. A metal/plastic storage compartment approximately 28”L x 7”D x 12”H located above the driver’s sash window at the ceiling is to be provided. An access door that secures with a latch (no key locks) is required. The size of the compartment that the vendor can provide must be identified at the time of the bid submission. The protrusions of screws or long bolts into the compartment, or the routing of loose electrical wiring inside the compartment, thus making the compartment unusable for storage must be eliminated.

B.23. Undercoating

- B.23.1. Entire underbody including wheel wells and fuel tank shall be completely undercoated with asphalt emulsion water-based undercoating after body to chassis mounting for maximum rustproofing.

B.24. Windshield Wipers

- B.24.1. Bus to be equipped with two (2) heavy-duty wet arm type bottom mounted wipers resulting in 1,537 square inches of wiped windshield.. Wipers to be 5-speed with column mounted switch. Single wiper motor shall be accessible for service under engine hood without removing panels.
- B.24.2. One gallon minimum washer fluid bottle capacity.

B.25. Windshield and Windows

- B.25.1. Two-piece side windows shall be tempered safety glass in flat black frames. The top portion of the side windows shall be T-Slide type for ventilation. Windows must be accessible for removal without lowering the wiring harness access panel. Entrance door and rear door glass shall be bonded, flat safety type. Driver’s window shall be double-sliding sash with tempered safety glass. All interior and exterior side window frames shall be flat black.

- B.25.2. One window shall be provided forward of the driver's window and one shall be provided below the standard driver's window. Two windows shall be provided forward of the entrance door. Stationary glass shall be bonded.
- B.25.3. Windshield shall be one-piece bonded and curved, slanted to reduce glare and breakage and provide maximum vision. The tinted safety plate laminated glass shall provide minimum 3,000 square inches of windshield glass area.
- B.25.4. The upper portion of the windshield is to be tinted to the maximum allowable percentage under Maryland law.
- B.25.5. There shall be a minimum of (4) vertically hinged side push out windows (two (2) on each side).

B.26. Air Conditioning

- B.26.1. Refer to Pages 33-35, Air Conditioning Specifications.

C. AIR CONDITIONING SPECIFICATIONS

Air Conditioning shall be min. 120K BTU free blow system. R134 system shall be provided with evaporators mounted in the front and rear bulkhead of the bus. Driver's dash A/C shall be provided as well. Condensers shall be CM3, 2-fan and skirt mounted. Dual TM-21 (or equal) air conditioning compressors shall be provided.

Passenger A/C Minimum Specification:	48 Passenger
Front System Type	Bulkhead and Dash
Rear System Type	Bulkhead
Front System BTU's	30,000
Rear System BTU's	55,000

Brand to be Mobile Climate Control (Carrier) or approved equal. The front A/C unit shall be integrated within the dashboard and utilize the factory-installed dash vents, defroster outlets, and HVAC control panel (may use aftermarket control panel if OEM is not available). There shall also be a front bulkhead unit installed. The dashboard unit and front bulkhead A/C unit shall use the same compressor. The rear A/C unit shall be mounted in or on the rear bulkhead, have its own separate control panel and compressor. Both systems should be able to operate independently of the other.

C.1. Cooling Capacity - meeting the following performance standards

- C.1.1. From startup, the interior of the bus must be 20 degrees F cooler than the ambient temperature within 30 minutes and maintain the temperature for as long as the bus is in operation.
- C.1.2. Cabin temperature, measured in any seat level position in the bus, shall be within 2 degrees F from the cabin average temperature 30 minutes after the startup.

C.2. Rear evaporator

- C.2.1. The rear evaporator unit is to be mounted in or on the rear bulkhead of the bus, above the emergency exit door.
- C.2.2. The BTU rating shall match the performance standard specified above.
- C.2.3. Rear evaporator blower motor shall be dual wheel, double inlet, with three (3) speeds. The total air flow shall be a minimum of 1,600 CFM on highest speed setting.
- C.2.4. Rear evaporator shall have aluminum housing and an integrated drain pan with a minimum 30-degree tilt to prevent condensation overflow.
- C.2.5. Rear evaporator shall have high-efficiency air outlets with adjustable louvers and a detachable finger guard.
- C.2.6. Air filter to be electrostatic-type, washable and reusable.
- C.2.7. Rear evaporator shall have dual ½ inch I.D. drain hoses.
- C.2.8. All interior covers and panels shall utilize fire retardant materials meeting the FMVSS 302 specifications.
- C.2.9. Expansion valve shall be externally equalized and have four (4) ton minimum rating (no block valve).

C.3. Control panel, rear evaporator

- C.3.1. Mounted on the panel at the left side of the driver's seat, within easy reach of driver.
- C.3.2. Fan switch: Rotary knob-type switch, to include off position and three (3) fan speeds.
- C.3.3. Thermostat: Rotary knob-type switch, and shall include compressor clutch cycling protection.

C.4. Condensers

- C.4.1. To be mounted on left skirt of bus behind battery box.
- C.4.2. BTU rating to match performance standard specified above, at 95 degree F outside ambient air temperature.
- C.4.3. Three (3) 10-inch low-profile surface-mount electric fans enclosed within the condenser housing, with a minimum air flow rating of 2,400 CFM.
- C.4.4. Air flow shall be pulled through condenser coil and distributed towards the center of the vehicle.
- C.4.5. Integral high/low pressure cutout switches to be wired into compressor clutch circuit; high-pressure switch to be automatically resettable.
- C.4.6. Sight glass to include an integral moisture indicator and an inline filter drier assembly.

C.5. Hoses

- C.5.1. All refrigerant hoses, fittings, and clamps shall meet or exceed SAE Specification J2064 Type D.
- C.5.2. Refrigerant hoses to include nylon (vinyl)-based thermoplastic inner liner reinforced with a dual layer of textile yarn and covered with a synthetic elastomer.
- C.5.3. Fittings shall be O-ring type with clip-and-cage design, and shall be corrosion resistant.

C.6. Refrigerant: R-134A only (no exceptions).

C.7. Compressors

- C.7.1. Dual compressors; minimum displacement 13 cubic inches (each).
- C.7.2. Seltic brand, Model TM21, or approved equal.
- C.7.3. To match performance standard specified above.
- C.7.4. Compressor mount to be designed and supplied by the air conditioning or OEM manufacturer.

C.8. Electrical

- C.8.1. All wiring and electrical controls shall meet SAE J1292 and related specifications.
- C.8.2. To include individual circuit protection for all motors.
- C.8.3. All external components shall be waterproof and protected with anti-corrosion electrical spray.
- C.8.4. Total system amperage shall be rated @ 13.5 volts DC.
- C.8.5. Must be compatible with existing bus electrical system and components.
- C.8.6. Wiring for the air conditioning system must be adequate to withstand the transient electrical loads encountered.
- C.8.7. Circuits to be protected with fuses, breakers, and thermal relays.
- C.8.8. All wiring to be adequately secured and protected from chafing.
- C.8.9. All components shall be reasonably accessible for diagnosis, maintenance, and repair.

C.9. Warranty

Two (2) years with unlimited mileage; to cover fittings, installation-related failures, and all components and hardware (compressor, evaporator, condenser, housing, etc.). A written copy of the manufacturer's warranty shall be provided with the bid.

C.10. Manuals and Service Information

- C.10.1. Service and parts manual for the A/C unit shall be provided in print form or on CD-ROM at City discretion, quantity 3.
- C.10.2. Internet access to manufacturer's service information database to be made available to City at no additional cost (if applicable).
- C.10.3. Internet access to above information is acceptable in lieu of the CD's requested, as long as such information is available.
- C.10.4. Manufacturer shall provide in-service training at City location, covering component operation, troubleshooting procedures, and maintenance of the unit.

D. ADDITIONAL OPTIONS SPECIFICATIONS

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

D.1. Storage Compartment

- D.1.1. Small under frame storage compartment with door near right rear tire for storage of wheel chocks. approximate size should be 13"hHx15"Dx25"W.

D.2. Heater

- D.2.1. Webasto TSL 17 Preheater installed on left frame rail using Webasto frame mounting kit as close as practical to the engine compartment. Unit shall have a two (2) year warranty. Unit shall be installed with recommended circuit protection and installation procedures. Timer shall be Webasto NOI (No Operator Interface) P/N 5001318A or approved equal. Timer shall be installed in the electrical panel on the left outside side of the bus (if provided) or at an agreed upon location in the absence of an electrical access door. Any alternate location shall be protected from the weather elements, not visible to the driver, and convenient for technician access for programming purposes. Timer shall be installed using the recommended circuit protection. All wires and hoses associated with the heater and timer installation shall be secured and routed or insulated in such a way as to prevent chaffing. The unit shall be plumbed in such a way that the heated water passes first through the engine to maximize the benefit for cold starting and the efficient operation of emissions equipment.

D.3. Outside Storage/Luggage Compartment

- D.3.1. Single door compartments – left side (1) 50" L x 20" H, right side (1) compartment 90" L x 20" H with (2) doors. Compartments should include locks that are master-keyed alike on all units order.

D.4. Seating

D.4.1. All seats shall be equipped with FMVSS seat belt ready seats. No child carrier seats will be located next to emergency windows.

D.5. Sun Shield

D.5.1. Additional visor of the same type shall be installed on the roadside window above the driver's sash assembly. The length of the sun shield brackets will be such that the shields provide coverage to the top of the windows and then pivot 180 degrees on the brackets to provide coverage of a total of 12 inches down from the top of the window.

D.6. Windshield and Windows

D.6.1. All bus body windows, to include the side windows, the drivers sash window, the service door, and the rear glass is to be tinted to the maximum allowable percentage under Maryland law.

D.7. Wiring

D.7.1. 20-amp junction box to provide 2-way radio hook-up and should be ignition hot. Also provide in-dash location to install 2-way radio.

D.8. Communications

D.8.1. Contractor shall install buyer provided Motorola XPR 5000 Mobile Digital Radio set to the appropriate City frequency and talk group.

D.8.2. Contractor shall install buyer provided mobile Radio antenna.

D.9. RPM Control

D.9.1. Electronic RPM control with cruise control.

D.9.2. Switches for RPM control throttle and cruise to be high mount at steering wheel level so driver can operate without removing eyes from road.

D.10. Fuel Management

D.10.1. FuelMaster Electronic Fueling Data System

D.10.2. Contractor shall install buyer provided FuelMaster AIM2 Vehicle Components including appropriate AIM2 Module w/o external antenna connector, Heavy Duty 6 pin J1708 OBD Truck Cable, 20' RFID Extension Cable, RFID interface module and filler neck ring.

D.11. Driver Comfort

D.11.1. Adjustable brake and throttle pedals with dash operated switch to be supplied.

D.12. Radio/PA System

D.12.1. AM/FM/CD radio with PA system, flush-mounted, with four (4) channels, rated at 30 Watts minimum per channel.

D.12.2. Integral digital clock.

D.12.3. Minimum six (6) speakers, flush mounted in roof, evenly spaced throughout bus interior.

D.12.4. Speakers must be compatible with output of radio and PA system.

D.12.5. The first speaker shall be mounted as close to the driver as possible in the area of the first passenger seat (right or left side), but not forward of the crash barrier.

D.12.6. Integral PA system with microphone. Microphone to be equipped with volume control.

D.12.7. Location of microphone holder to be determined by City.

D.12.8. PA system to operate through all 6 speakers. Radio play to be automatically interrupted when microphone is activated.

E. SPECIAL CONDITION SPECIFICATIONS

E.1. Warranties

E.1.1. General: Vendor shall assure that all manufacturer's and sub-contractors' guarantees and warranties apply and shall be submitted in writing and accompany the bid response.

E.1.2. Warranty: the following minimum warranty levels shall apply regardless of manufacturer including any and all labor, parts and workmanship.

E.1.3. Chassis and Body: 3 year from the date of in-service, unlimited mileage bumper to bumper.

E.1.4. Engine: Five (5) years from date of in-service, unlimited mileage complete engine including engine electronics. Warranty will repair or replace any internally lubricated part or parts including the fuel injection pump, injectors, and water pump. Warranty shall also include all engine electronics components, glow plugs, glow plug relay and harness, harnesses and connectors, engine control systems, IDM, ECM, power relays, injectors, connectors, all engine sensors, and all engine modules. Towing of vehicle will be paid by successful bidder under warranty terms for warranty work at appropriate repair location.

- E.1.5. Transmission: Five (5) years from date of in-service, unlimited mileage warranty and engine hours. Warranty will repair or replace any parts, including electronics or whole transmission that proves defective in normal use. Towing of vehicle will be paid by successful bidder under warranty terms for warranty work at appropriate repair location.
- E.1.6. ABS Brakes: Three (3) years from in-service date, unlimited mileage. Warranty will repair or replace all electronic components, including brake valves and tone rings for ABS system.
- E.1.7. Other Major Components: Three (3) years unlimited mileage and engine hours from in-service date. Warranty will repair or replace any the following major components that fail or prove to be defective in normal use:
 - E.1.7.1. Driveline, rear axle and differential (except brakes, axle shaft, controls), front axle assembly (except brakes), and cross member, brackets, suspension (except pins and brushings) and radiator. Air Compressor, Power Steering, Pump, starter, air charge cooler, steering Gear box, body and chassis electrical system, including wiring – Warranty will repair or replace any internally lubricated part or parts that prove defective in normal use.
 - E.1.7.2. Towing of vehicle will be paid by successful bidder under warranty terms for warranty work at appropriate repair location.
- E.1.8. Air Conditioning: Warranty: Two (2) years with unlimited mileage; to cover fittings, installation-related failures, and all components and hardware (compressor, evaporator, condenser, housing, etc.). A written copy of the manufacturer’s warranty shall be provided with the bid.

E.2. Parts and Service Manuals

- E.2.1. A “Parts and Service Manual” shall be provided. Electronic versions are acceptable and preferred. Service manuals shall include chassis, body, engine, brakes and any other major components not specifically addressed in chassis or body manual.
 - E.2.1.1. Operator’s Manual for each vehicle (minimum of one copy per bus).
 - E.2.1.2. Shop Manuals - CD Rom is preferred (one copy per each bus type per City).
 - E.2.1.3. Parts Manuals - CD Rom is preferred (one copy per each bus type per City).
 - E.2.1.4. Body and Chassis Wiring Schematics – CD Rom is preferred (one copy per each bus type per City).

E.3. Preparation Service

- E.3.1. Contractor shall perform the following services before any vehicle is delivered:
 - E.3.1.1. Complete Chassis Lubrication.
 - E.3.1.2. Pre-delivery inspection and service on chassis.
 - E.3.1.3. All fluid levels to be checked and topped off.
 - E.3.1.4. Vehicle is to be washed, including the interior of the vehicle.
 - E.3.1.5. Contractor shall provide all chassis service work required by the manufacturer in the event of a "Recall". Service shall be performed at the nearest authorized dealer facility. Expense of labor and materials will be assumed by the dealer providing the vehicles.
 - E.3.1.6. Contractor shall, for the final delivery, attach a signed certificate to the vehicle stating that services specified herein have been performed, and the inspection indicates the vehicle complies with all federal and state regulations.

~ END OF SECTION 7 ~

Attachment A



City of Gaithersburg

Affidavit of Qualification to Bid

Solicitation No. _____

Please complete this form in its entirety and include it with your Bid Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

*Does not apply to individuals or sole proprietors - indicate with "N/A"

I HEREBY AFFIRM THAT:

1. I am the _____ and the duly authorized
Title
representative of the entity _____ and that I possess the
Name of Entity
legal authority to make this affidavit on behalf of myself and the entity for which I am acting.

*2. The entity _____ is either a Maryland corporation or is a foreign corporation properly registered with the Maryland State Department of Assessments and Taxation, in compliance with the State of Maryland Code of Regulations, Title 21, State Procurement Regulations.

3. Except as described in Paragraph five (5) below, neither I nor the above entity, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of Maryland or any municipality, county, bi-county, or multi-county agency, or subdivision of the State of Maryland 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 of omissions which constitute bribery, attempted bribery, or conspiracy to bribe, whether or not in furtherance of obtaining a contract with a public body, under the provisions Md. Code Ann., State Finance and Procurement Article, §16-202 (1995 Repl. Vol.) and Article 27 of the Annotated Code of Maryland or under the laws of any local, state or the federal government (conduct prior to July 2, 1977 is not required to be reported).

4. List any conviction, plea, or admission described in paragraph three (3) above, with the date, court, official, or administrative body; the individuals involved and their position with the entity; and the sentence or disposition, if any. Otherwise, state "none" as appropriate.

5. Neither I nor the above entity, nor to the best of my knowledge an officer, partner, controlling stockholder or principal of the Bidder, or any other person substantially involved in the Bidder's contracting activities has: (1) been convicted under the laws of the State of Maryland, another state or the United States of: (i) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, except as provided in Section 16-202 of the State Finance and Procurement Article of the Annotated Code of Maryland; or (ii) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; (2) been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state or the United States; (3) been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids for public or private contracts; (4) been convicted of a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland; (5) been convicted of a conspiracy to private contract; (4) been convicted of a violation of

Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland; (5) been convicted of a conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described herein; (6) been found civilly liable under an antitrust statute of the State of Maryland, another state or the United States for acts or omissions in connection with the submission of bids for public or private contracts.

6. Bidder hereby declares that this Bid Proposal is made without any connection or collusion with any person, entity or corporation making a Bid Proposal for the same work; that pursuant to this affidavit; that the attached specifications and any drawings referred to herein have been carefully examined and are understood; that careful examination has been made as is necessary to become informed as to the character and extent of the work required; and, that if this Bid Proposal is accepted, this Bidder will contract to do, for the price stated in the Bid Proposal, all of the work described in the specifications, drawings and contract conditions.

7. I acknowledge that this affidavit is to be furnished to the City Manager or designee for the City of Gaithersburg, Maryland. I further acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of Gaithersburg may terminate any contract awarded and take any other appropriate action.

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

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

I hereby certify that on this _____ day of _____, 20_____, before me the subscriber, a Notary Public in and for the State of _____ and County aforesaid, personally appeared _____, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____
Printed Name

Solicitation No. 2016-030

The Bidder shall complete this form in its entirety and return it with its Bid Proposal. The Bidder shall be responsible for furnishing all equipment, labor and materials necessary to fulfill its obligations under the Contract.

FORTY EIGHT (48) PASSENGER RECREATION BUS- TYPE C			
BASE BID			
Division Line	Bid Item Description	Units	Price
1	Base Bid - 48 Passenger Recreation Bus - Type C (Pages 21-35)	1	
2	Air Conditioning System (Pages 35-37)	1	
Base Bid Sub Total:			
OPTIONS			
3	Storage Compartment (Page 38)	1	
4	Webasto TSL 17 Preheater (Page 38)	1	
5	Outside Storage/Luggage Compartment (Page 38)	1	
6	Seating (Page 38)		
7	Sun Shield (Page 38)	1	
8	Windshield and Windows (Page 39)		
9	Wiring (Page 39)	1	
10	Communications (Page 39)	1	
11	RPM Control (Page 39)	1	
12	Fuel Management (Page 39)	1	
13	Driver Comfort(Page 39)	1	
14	Radio/PA System (Page 39-40)	1	
15	Warranties above Manufacturers Standard (Page 40-41)		
Options Sub Total:			
TOTAL PRICE:			



City of Gaithersburg

Bid Proposal Submission Certification

Solicitation No. _____

Please complete this form in its entirety and include it with your Bid Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

Name of Entity: _____

Contact Person: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

BID PROPOSAL SUBMISSION CERTIFICATION

The response to Solicitation No. _____ as submitted includes this Bid Proposal Submission Certification Form and the Affidavit of Qualification to Bid Form, Conflict of Interest Certification Form, and Litigation and Lien Information Form. I, the undersigned, hereby attest to the truth and completeness of the information and responses provided and certify that my entity has met the minimum selection criteria as outlined in the Solicitation document.

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

I hereby certify that on this _____ day of _____, 20_____, before me the subscriber, a Notary Public in and for the State of _____ and County aforesaid, personally appeared _____, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____
Printed Name



City of Gaithersburg

Conflict of Interest Certification

Solicitation No. _____

Please complete this form in its entirety and include it with your Bid Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

*Does not apply to individuals or sole proprietors - indicate with "N/A"

Name of Entity: _____

* Federal ID No: _____

Contact Person: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

(P) _____ (C) _____

Email Address: _____

Email Address: _____

CONFLICT OF INTEREST CERTIFICATION

I HEREBY CERTIFY, on behalf of _____ that no
Name of Entity
employee, agent or elected official of the City of Gaithersburg, or member of a commission, board or corporation controlled or appointed by the Mayor and Council of the City of Gaithersburg has received or has been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration directly or indirectly related to this contract. Upon request by the City Manager or designee, or other authorized agent, as a prerequisite to payment pursuant to the terms of a contract awarded pursuant to this Bid Proposal submission, will furnish to the City, under oath, answers to any interrogatories and comply with any request to review documents related to a possible conflict of interest as herein embodied.

I HEREBY CERTIFY, on behalf of _____ that no
Name of Entity
employee or agent of _____ is a member, employee,
Name of Entity
or elected official of the City of Gaithersburg of any agency, commission, or board of the City of Gaithersburg or is the spouse or any other relative of any of the foregoing. If unable to so certify, the details of any such relationship with the City of Gaithersburg are as follows:

Conflict of Interest Certification

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

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

I hereby certify that on this _____ day of _____, 20_____, before me the subscriber, a Notary Public in and for the State of _____ and County aforesaid, personally appeared _____, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____
Printed Name



City of Gaithersburg

Litigation and Lien Information

Solicitation No. _____

Please complete this form in its entirety and include it with your Bid Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

Name of Entity: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

LITIGATION INFORMATION

Is your entity currently involved in any litigation or had a litigation claim(s) within the previous twenty-four (24) month period?

Yes / No

If yes, please provide a detailed list including case number, jurisdiction, status and brief summary of such litigation.

<u>Case Number</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Summary</u>
_____	_____	_____	_____
_____	_____	_____	_____

LIENS

Does your entity have any outstanding mechanics liens?

Yes / No

If yes, please explain: _____

Does your entity have any outstanding tax liens?

Yes / No:

If yes, please explain: _____

Signature Title Date

Printed Name