

PURCHASING AND SUPPLY SERVICES

Keith Stewart, Director | keith.stewart@pgcps.org
13300 Old Marlboro Pike | Upper Marlboro, MD 20772 | 301-952-6560

NOTICE OF CONTRACT AWARD

July 21, 2023

K. Neal International Trucks, Inc.
5000 Tuxedo Rd.
Hyattsville, MD 20781
Contact Name: Omer Isiam
Email: oislam@knealtbc.com

Michelle Tucker
Telephone: 301.952.6560
Email: michelle2.tucker@pgcps.org
Fax: 301.952.6605

Contract Rep: Mark Dreszer
Contract Email: Mdreszer@pgcps.org

SUBJECT: Rider Contract Baltimore County Public Schools (BCPS) JBO-725-19 Vehicle Parts, Materials, and Fasteners

K. Neal International Trucks, Inc. has been selected as the Awardee to provide services in accordance with the above-referenced **BCPS JBO-725-19 Vehicle Parts, Materials, and Fasteners**. This contract sets forth the terms and conditions and is provided for your review and acceptance. Any changes or additions made by your company must first be accepted by Prince George's County Public Schools (PGCPS) before this contract is valid.

The intent of this contract is to provide the Board of Education of Prince George's County with an expedited means of procuring qualified goods and services. This contract is for the convenience of the Board and is considered by the Board to be a "Non-Exclusive" use contract. The Board does not guarantee any usage. The Board will not be held to purchase any particular brand, in any groups, prices or discount ranges.

THIS NOTICE OF AWARD IS NOT AN ORDER TO COMMENCE SERVICE/WORK OR TO MAKE DELIVERIES at this time. Authorization for mobilization or commencement of work is forbidden unless a Notice to Proceed (NTP) has been issued. If a NTP has not been issued, work shall not commence until Awardee is in receipt of a Purchase Order signed by the Purchasing Agent.

Failure to sign the contract award via ADOBE and return all required documents within the specified time of **FIVE (5) DAYS**, may rule your offer null and void and, therefore, award shall be made to the next lowest responsive bidder.

The Director of Purchasing and Supply Services will execute the NOA upon review and acceptance of required documents electronically.

iSUPPLIER REGISTRATION

All Awardees must be registered in iSupplier in order to conduct business with PGCPS. To access iSupplier, please utilize the following link: <https://www.pgcps.org/offices/purchasing/isupplier>

Awardees must provide their iSupplier Number at the time the **Notice of Award is signed**.

- If your company is not properly registered as an Awardee, PGCPS will not sign the contract. Further, failure to register in iSupplier within the time period specified, shall rule your offer null and void. PGCPS reserves the right to rescind the award notice issued in favor of your company and award the contract to the next lowest responsive bidder.

PERFORMANCE/PAYMENT BOND – N/A

A 100% Performance Bond and 100% Labor and Material Payment Bond or Certified Check in the amount of **\$0.00** made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND**, must be submitted to the Office of Purchasing and Supply Services in Room 20 with the returned signed **NOTICE OF AWARD WITHIN TEN (10) DAYS**.

INSURANCE

Certificate of Insurance, made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND**, must be submitted to the Office of Purchasing and Supply Services in Room 20 with the returned signed **NOTICE OF AWARD WITHIN FIVE (5) DAYS**. The Certificate should reference the bid number and project name as it appears on this contract document. It will be the responsibility of the Contractor to ensure that a **current** Certificate of Insurance in compliance with the current contract is on file with the Office of Purchasing and Supply Service during the entire period of the contract.

CONTRACT AWARD AMOUNT**Total Estimated Contract****\$2,500,000.00****CONTRACT TERM**

The term of the contract will be **through August 31, 2024**.

OPTION TO RENEW CONTRACT – N/A

Upon satisfactory service and by mutual agreement the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY reserves the right to renew the contract. The term of the renewal shall not exceed XXXX (X) year periods. Renewals shall not exceed available options under the current contract without prior approval from the Purchasing and Supply Services Director.

LIQUIDATED DAMAGES/FAILURE TO PERFORM WORK

The successful Awardee accepts this contract with the understanding that should they fail to complete the work in an acceptable manner and in the time stated, shall be subject to the payment of liquidated damages as stated in the solicitation.

AVAILABILITY OF FUNDS

This contract shall be deemed executory only to the extent of appropriations available to the BOARD for the purchase of goods and services as defined in the scope of work. The obligation of the BOARD on all contracts, including those which envision funding through current and successive fiscal years, shall be contingent upon actual BOARD appropriations. Approval of this contract award for funding by the Interagency Committee on Maryland Public School Construction, for the fiscal year(s) involved is required (if applicable).

FINGERPRINT CRIMINAL HISTORY BACKGROUND CHECKS, CHILD PROTECTIVE SERVICE CLEARANCES, AND SAFE SCHOOLS TRAINING REQUIREMENTS

- a. Pursuant to [Administrative Procedure 4215 - Criminal History Checks, Employee Self-Reporting of Arrests, Criminal Charges, CPS Investigations and Findings & Incarceration](#), any and all Awardees, which includes Independent Contractors, Subcontractors, Outsourced Agency Employees and Outsourced Temporary Staffing, who have uncontrolled access to students must complete a fingerprint criminal history background check, child protective service (CPS) clearance and required online Safe Schools training course(s).
- b. All fingerprint background checks and CPS clearances must be completed 15 business days prior to beginning work in and around PGCPs property or engaging in any authorized activities involving PGCPs students. The fingerprint background checks and CPS clearances must be completed through PGCPs at one of the authorized locations listed on the PGCPs website <https://www.pgcp.org/offices/humanresources/fingerprinting> **No person may begin working in PGCPs until fingerprint background check results are received.**
- c. Required online Safe Schools training course(s) must be completed before providing contractual services in PGCPs schools and can be accessed through the PGCPs website [Required Training for Contractors \(pgcp.org\)](#).

- d. Safety Management System (reserved).
- e. Pursuant to Md. Education Code Ann. §6-113.2 (Code), an Awardee of a Board of Education contract who provides a service to a school or to the students of a school shall meet the requirements set forth for screening its employees assigned to work at a school site to determine whether such employees have a history of child sexual abuse and/or sexual misconduct. The Awardee shall be solely responsible for completing the screening set forth in the Code, shall maintain records of employee screenings, and shall make such records available to PGCPs upon request.
- f. Prior to initiating any work at a school building, current and future employees of Awardee must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.
- g. Prior to initiating any work at a school building, the Awardee agrees to provide the designated PGCPs representative and the PGCPs Purchasing Department with a list of all current employees and an immediate update of changes in personnel, employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff and any instructors. It is the responsibility of the Awardee to make certain that its employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and any instructors meet the background check and training requirements specified.

All correspondence should include the following information as applicable:

- i. title of the project
- ii. school/office
- iii. solicitation number
- iv. contract number; and
- v. PGCPs representative/project manager

RESTRICTIONS ON EMPLOYEE ASSIGNMENTS

Awardees are prohibited from assigning the following persons from working at a PGCPs location:

- a. Registered sex offenders (Maryland Code, Criminal Procedure Article Section 11-722)
- b. Individuals convicted of a crime involving third- or fourth-degree sexual offence under sections 3-307 or 3-308 of the Criminal Law Article; child sexual abuse under Section 3-602 of the Criminal Law Article; a crime of violence as defined in Section 14-101 of the Criminal law Article; or comparable offenses in another state. (Annotated Code of Maryland, Education Article Section 6-113)
- c. Individuals identified as an alleged abuse or neglect or following completion of a Child Protective Services investigation with a finding of “indicated” child abuse or neglect.

PERSONALLY IDENTIFIABLE INFORMATION (PII)

Personally Identifiable Information includes any information that can be associated with or traced to any individual, including an individual’s name, address, telephone number, e-mail address, credit card information, social security number, or other similar specific factual information, regardless of the media on which such information is stored (e.g., on paper or electronically) and includes such information that is generated, collected, stored or obtained as part of this Agreement, including transactional and other data pertaining to users. The parties will comply with all applicable privacy and other laws and regulations relating to protection, collection, use, and distribution of Personally Identifiable Information. In no event may PII be sold or transferred to third parties, or otherwise provide third parties with access thereto. If there is a suspected or actual breach of security involving Personally Identifiable Information, the parties will notify each other within twenty-four (24) hours of a management-level employee becoming aware of such occurrence.

LAWS AND PERMITS

The Awardee shall, without additional cost to the BOARD, be responsible for paying for and obtaining any necessary licenses, inspections and permits for complying with any and all FEDERAL, STATE AND LOCAL LAWS, CODES AND REGULATIONS, in connection with the performance of the work. Laws of the STATE OF MARYLAND and PRINCE GEORGE’S COUNTY shall govern the contract.

TERMINATION FOR NON-APPROPRIATION OF FUNDS

The Board may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Awardee. The Board shall pay for all of the purchases, if any, incurred up to the date of the termination

notice.

TERMINATION FOR DEFAULT

When the Awardee has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of The Board. Failure on the part of an Awardee to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Awardee is not entitled to any costs incurred up to the date of termination. In the event of a default by the Awardee, this Contract may be terminated.

TERMINATION FOR CONVENIENCE

The Board has the right to terminate this Agreement at any time, without any liability, upon **FIVE (5) days** prior written notice to Awardee, provided that Awardee shall be compensated for services rendered prior to the date of termination.

THIS NOTICE OF AWARD and all documents associated with the solicitation and offer will constitute the entire contract after acceptance by your firm and the BOARD. Please refer to **BCPS IFB JBO-725-19** for applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:

Omer Islam Jul 24, 2023
Omer Islam (Jul 24, 2023 12:05 EDT)
SIGNATURE DATE

Keith Stewart Jul 25, 2023
keith.stewart@pgcps.org keith.stewart@pgcps.org (Jul 25, 2023 10:29 EDT)
SIGNATURE DATE

Omer Islam CFO
NAME and TITLE

Keith Stewart, Director, Purchasing & Supply Services
FOR THE BOARD OF EDUCATION OF PRINCE
GEORGE'S COUNTY PUBLIC SCHOOLS

K. Neal International Trucks, Inc
FIRM

iSUPPLIER ID No. _____

Alanna Parks Jul 21, 2023

Diane Forde Jul 24, 2023
Diane Forde (Jul 24, 2023 12:09 EDT)

CONTRACT PRICING

Vendor pricing shall adhere to the negotiated pricing detailed in the pricing proposal/bid form. No other charges or price changes will be accepted without prior approval from the BOARD.¹

EXHIBIT A

SOLICITATION NUMBER: JBO-725-19

PRICE PROPOSAL PAGE

ITEM 1: OEM Part and Accessories

New OEM factory replacement parts and accessories for General Motors products

a. Automotive parts and accessories

Percentage discount from a catalog or list price No Bid %

b. Light-duty truck parts and accessories

Percentage discount from a catalog or list price No Bid %

c. Medium-duty truck parts and accessories

Percentage discount from a catalog or list price No Bid %

New OEM factory replacement parts and accessories for Ford products

d. Automotive parts and accessories

Percentage discount from a catalog or list price No Bid %

e. Light-duty truck parts and accessories

Percentage discount from a catalog or list price No Bid %

f. Medium-duty truck parts and accessories

Percentage discount from a catalog or list price No Bid %

Clayton H. Klein 5/29/2019
(Signature of Bidder) (Date)

¹

SOLICITATION NUMBER: JBO-725-19

PRICE PROPOSAL PAGE

New OEM factory replacement parts and accessories for International Navistar products

g. Light-duty truck parts and accessories

Percentage discount from a catalog or list price 41 %

h. Medium-duty truck parts and accessories

Percentage discount from a catalog or list price 41 %

i. School bus parts and accessories

Percentage discount from a catalog or list price 41 %

New OEM factory replacement parts and accessories for Thomas school bus products.

j. School bus parts and accessories

Percentage discount from a catalog or list price No Bid %

New OEM factory replacement parts and accessories for Freightliner school bus and truck products.

k. Light-duty truck parts and accessories

Percentage discount from a catalog or list price No Bid %

l. Medium-duty truck parts and accessories

Percentage discount from a catalog or list price No Bid %

m. School bus parts and accessories

Percentage discount from a catalog or list price No Bid %

Clay Huber 5/29/2019
(Signature of Bidder) (Date)

SOLICITATION NUMBER: JBO-725-19

PRICE PROPOSAL PAGE

New OEM factory replacement parts and accessories for Equipment and Trailer products

n. **14,000 LBS GVWR trailer parts and accessories.**

Percentage discount from a catalog or list price No Bid %

o. **20,000 LBS GVWR trailer parts and accessories.**

Percentage discount from a catalog or list price No Bid %

Clara Hultin 5/29/2019
(Signature of Bidder) (Date)

SOLICITATION NUMBER: JBO-725-19

PRICE PROPOSAL PAGE

ITEM 2: Aftermarket and/or Rebuilt (OEM EQUIVALENT Parts and Supplies)

Parts and supplies in this category are to be nationally-recognized name brand products (such as Fram, Wagner, Raybestos, Bendix, Monroe, Spicer, etc.) that meet or exceed OEM performance and engineering specifications. BCPS maintains the right to request documentation from aftermarket manufacturers to verify that specific part(s) being offered by the vendor meet or exceed OEM performance and engineering specifications as noted. Parts and supplies in this category include, but are not limited to, the following categories:

- Brake components
- Electrical components
- Steering and suspension components
- Engine components
- Transmission components
- Drive line components
- Remanufactured components (engine, transmission, drive line, starters, alternators, brake components, turbo chargers, fuel injectors)
- Various trailer components
- HVAC components
- Vehicle body components (mirrors, wipers, upholstery, glass)

Aftermarket and/or Rebuilt (OEM EQUIVALENT) replacement parts and supplies as listed below

Aftermarket and/or Rebuilt replacement parts and accessories for General Motors products

p. Automotive parts and accessories

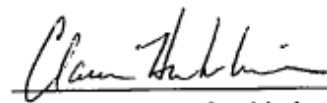
Percentage discount from a catalog or list price No Bid %

q. Light-duty truck parts and accessories

Percentage discount from a catalog or list price No Bid %

r. Medium-duty truck parts and accessories

Percentage discount from a catalog or list price No Bid %

 5/29/2019
 (Signature of Bidder) (Date)

SOLICITATION NUMBER: JBO-725-19

PRICE PROPOSAL PAGE

Aftermarket and/or Rebuilt replacement parts and accessories for Ford products

s. Automotive parts and accessories

Percentage discount from a catalog or list price No Bid %

t. Light-duty truck parts and accessories

Percentage discount from a catalog or list price No Bid %

u. Medium-duty truck parts and accessories

Percentage discount from a catalog or list price No Bid %

Aftermarket and/or Rebuilt replacement parts and accessories for International Navistar products

v. Light-duty truck parts and accessories

Percentage discount from a catalog or list price 40 %

w. Medium-duty truck parts and accessories

Percentage discount from a catalog or list price 40 %

x. School bus parts and accessories

Percentage discount from a catalog or list price 40 %

Aftermarket and/or Rebuilt replacement parts and accessories for Thomas school bus products.

y. School bus parts and accessories

Percentage discount from a catalog or list price No Bid %

Clayton Hillman 5/29/2019
(Signature of Bidder) (Date)

SOLICITATION NUMBER: JBO-725-19

PRICE PROPOSAL PAGE

Aftermarket and/or Rebuilt replacement parts and accessories for Freightliner school bus and truck products.

z. Light-duty truck parts and accessories

Percentage discount from a catalog or list price No Bid %

aa. Medium-duty truck parts and accessories

Percentage discount from a catalog or list price 40 %

bb. School bus parts and accessories

Percentage discount from a catalog or list price No Bid %

Aftermarket and/or Rebuilt replacement parts and accessories for Equipment and Trailer products

cc. 14,000 LBS GVWR trailer parts and accessories.

Percentage discount from a catalog or list price No Bid %

dd. 20,000 LBS GVWR trailer parts and accessories.

Percentage discount from a catalog or list price No Bid %

Clare Hillier 5/29/2019
(Signature of Bidder) (Date)

SOLICITATION NUMBER: JBO-725-19

PRICE PROPOSAL PAGE

ITEM 3: Materials

Materials in this category are to be products that meet or exceed OEM performance and engineering specifications. BCPS maintains the right to request documentation from aftermarket manufacturers to verify that specific part(s) being offered by the vendor meet or exceed OEM performance and engineering specifications as noted. Materials in this category include, but are not limited to, the following categories:

	Description	Percent Off	List Price	Country of Mfg.
1	Fire resistant rolled bulk upholstery fabric of various colors. Per square foot			
2	Various upholstery thread including Kevlar or equivalent. Per linear feet			
3	½" thick high density foam pad. Price per square foot.			
4	2" thick high density foam pad. Price per square foot.			
5	Various OEM replacement seat foam.		N/A	
6	Sika Tack Mach 60 polyurethane glass sealer. Price per 24 count			
7	Lint free glass wipes. 900 count case			
8	Sika brand universal glass adhesion primer. Price per 100ml can.			
9	7/32" AS-2 tinted safety glass. 28"X40" sheets. Price per sheet			

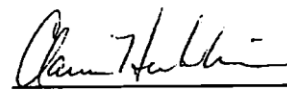
Clara Hill 5/29/2019
 (Signature of Bidder) (Date)

SOLICITATION NUMBER: JBO-725-19

PRICE PROPOSAL PAGE

ITEM 3: Materials

	Description	Percent Off	List Price	Country of Mfg.
10	7/32" AS-2 non-tinted safety glass. 28"X40" sheets. Price per sheet.			
11	Various direct replacement OEM glass panes.		N/A	
12	Axalta brand automotive paint (No exceptions). White. Price per gallon.			
13	Axalta brand activator (No exceptions). Price per quart.			
14	Evercoat brand (No exceptions) short strand fiberglass body filler. Price per gallon.			
15	3M brand (No exceptions) 180 grit sand paper. Part #00979. Price per package.			
16	Various automotive decals.		N/A	
17	CSC brand (No exceptions) brake cleaner. Part #091314. Price per can.			
18	PB Blaster brand (No exceptions) penetrating spray. Price per 11 oz. can.			

 5/29/2019
 (Signature of Bidder) (Date)

SOLICITATION NUMBER: JBO-725-19

PRICE PROPOSAL PAGE

ITEM 3: Materials

	Description	Percent Off	List Price	Country of Mfg.
19	Heavy duty disposable shop towels. Price per 1,000 count.			
20	3M brand (No exceptions) undercoating. Part # 08881. Price per 16 oz. can.			
21	G.M. Saturn, 2003, door/ignition key blank. 20 count.			
22	Milwaukee brand 18volt cordless drill with 1/2" chuck. Price per drill.			
23	Rear axle leaf spring for a 2008 Ford F-450. GVWR 16,000 lbs. Rear axle GAWR 12,000 lbs. Price per spring.			
24	145 Cu.Ft dissolved acetylene. Price per tank.			
25	1/4" X 120" stainless steel brake line, straight. Price per section.			

Clayton H. H. H. 5/29/2019
 (Signature of Bidder) (Date)

SOLICITATION NUMBER: JBO-725-19

PRICE PROPOSAL PAGE

ITEM 4: Fasteners - All SAE Grade 8 or Metric 10.9 Cadmium, yellow zinc or clear zinc plated

	Description/Size	Percent Off	List Price/100 EA	Country of Mfg.
1	Hex Head Cap Screw 5/16 - 18 x 1			
2	Hex Head Cap Screw 3/8 - 16 x 1 1/4			
3	Hex Head Cap Screw 3/8 - 16 x 2			
4	Hex Head Cap Screw 1/2 - 13 x 4 1/2			
5	Hex Head Cap Screw 5/8 - 11 x 4			
6	Hex Head Cap Screw 3/4 - 10 x 2 1/2			
7	Hex Head Cap Screw 7/8 - 9 x 4			
8	Hex Head Cap Screw 1 - 8 x 5			
9	Hex Head Cap Screw 5/8 - 11 x 9			
10	Finished Hex Nut 5/16 - 18			
11	Finished Hex Nut 3/8 - 16			
12	Finished Hex Nut 5/8 - 11			
13	Finished Hex Nut with Flange shoulder washer 5/8 - 11			
14	Hex Head Cap Screw Fine Thrd 7/16 - 20 x 1 1/4			
15	Hex Head Cap Screw Fine Thrd 9/16 - 18 x 2			
16	Hex Head Cap Screw Fine Thrd 9/16 - 18 x 3			
17	Hex Head Cap Screw 5/8 - 18 x 1 1/4			
18	Hex Head Cap Screw Fine Thrd 3/4 - 16 x 3			

Clay H. H. H. 5/29/2019
 (Signature of Bidder) (Date)

SOLICITATION NUMBER: JBO-725-19

PRICE PROPOSAL PAGE

ITEM 4: Fasteners - All SAE Grade 8 or Metric 10.9 Cadmium, yellow zinc or clear zinc plated

	Description/Size	Percent Off List	List Price/100 EA	Country of Mfg.
19	Finished Hex Nut with external lock washer. Fine Thrd 3/8 – 24			
20	Hex Head Cap Screw Regular Thrd DIN 912 M4 – 0.7 x 10mm			
21	Socket Head Cap Screw Regular Thrd DIN 912 M8 – 1.25 x 25mm			
22	Hex Head Cap Screw Regular Thrd DIN 931 M8 – 1.25 x 50mm			
23	Hex Head Cap Screw Regular Thrd DIN 931 M12 – 1.75 x 70mm			
24	Hex Head Cap Screw Fine Thrd DIN 931 M12 – 1.25 x 20mm			
25	Hex Head Cap Screw Fine Thrd DIN 931 M10 – 1.25 x 40mm			

SOLICITATION NUMBER: JBO-725-19

PRICE PROPOSAL PAGE

ITEM 4: Fasteners – Miscellaneous Fasteners

	Description/Size	Percent Off List	List Price/100 EA	Country of Mfg.
26	#12 standard hose clamp.			
27	#48 standard hose clamp.			
28	#12 protective worm gear hose clamp.			
29	#48 protective worm gear hose clamp.			
30	3/8" well nut. 20 count			
31	3/8" X 2 1/2" hammer lock cotter pin.			
32	5/16" X 2 1/2" hammer lock cotter pin.			
33	1/4" push to connect double female air line fitting			
34	3/8" insulated tubing clip. 3/8" bolt hole.			
35	1/2" insulated tubing clip. 3/8" bolt hole.			
36	1/4" inverted tubing nut. (steel)			