



Keith Stewart, Director

Prince George's County Public Schools

Louis Wilson Sr., Facilities Administration Building
13300 Old Marlboro Pike, Room 20
Upper Marlboro, MD 20772
Tel: 301:965-6560 Fax: 301: 965-6605

NOTICE OF CONTRACT AWARD

March 29, 2022

K. Neal International Trucks
18970 Woodfield Rd
Gaithersburg, MD 20879-0000
Contact: Bill Gaterham
Phone: 301.258.7788
Email: chutchinson@knealtbc.com

Donna Parks/DF
Telephone: 301.952.6560
Fax: 301.952.6605
Email: donna.parks@pgcps.org

SUBJECT: Rider Montgomery County Public Schools Bid No. 7094.6 Aftermarket Automotive - Amendment No. 3 - Transportation

K. Neal International Trucks has been selected as the vendor to provide services in accordance with the above-mentioned **Rider Montgomery County Public Schools Bid No. 7094.6**. 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 the Purchasing Division before the contract is valid.

The intent of this contract is to provide the Board with an expedited means of procuring supplies and/or services at the lowest cost. This contract is for the convenience of the Board and is considered by the Purchasing Department 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, but reserves the right to purchase any item/items listed in the price schedule submitted.

Until the contract is signed by **K. Neal International Trucks** and the BOARD, authorization for commence to service sites on behalf of the contract is forbidden. Please sign below and return all documents to the PURCHASING OFFICE within Ten (10) business days. Failure to sign the contract award and return all required documents within the specified time, shall rule your offer null and void and, therefore, award shall be made to the next low 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 20772-9983**, must be submitted to the PURCHASING OFFICE with the returned signed NOTICE OF AWARD WITHIN TEN (10) DAYS.

The bond, cashiers or certified check must be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983.**

CONTRACT TERM

The term of the contract will be from date of award through **August 29, 2022**.

CONTRACT AWARD ESTIMATED AMOUNT

The estimated amount of award is

\$1,200,000.00

THIS NOTICE OF AWARD IS NOT AN ORDER TO COMMENCE SERVICE/WORK OR TO MAKE DELIVERIES at this time. Commence service/work/deliveries only after receipt of a **Purchase Order** signed by the Purchasing Agent.

INSURANCE

A Certificate of Insurance, made in favor of the Board of Education of Prince George's County, Upper Marlboro, Maryland 20772-9983, must be submitted to the PURCHASING OFFICE with the returned signed NOTICE OF AWARD within ten (10) business days. The certificate should reference the Solicitation Number as shown herein. It will be the responsibility of the contractor to ensure that a current Certificate of Insurance is on file in the Purchasing Office during the entire period of the contract.

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 documents.

AVAILABILITY OF FUNDS

The contract shall be deemed executory only to the extent of appropriations available to the BOARD for the purchase of such articles. 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 for the fiscal year(s) involved.

FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS**Employees Having Direct Contact with Students:**

- a. Any and all current and future employees of Consultant who have direct contact with students must have a fingerprinting criminal background check conducted by the Maryland Criminal Justice Information System (CJIS) and the FBI, a Child Protective Services clearance conducted by the Prince George's County Department of Social Services, and complete the SafeSchools training module – Prince George's County Child Abuse: Mandatory Reporting and any other required training as appropriate.
- b. All background checks 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 background checks must be completed by the Fingerprinting Office in the Sasscer Administrative Building or by the PGCPs satellite fingerprinting offices located in Prince George's County. No person may begin working in PGCPs until 15 days after completing the background clearance process (fingerprint and CPS) and required online training through SafeSchools.
- c. Prior to initiating any work at a school building, current and future employees of Consultant must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.
- d. Pursuant to Md. Education Code Ann. §6-113.2 (Code), a contractor of a Board of Education who provides a services to a school or 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. Consultant 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.

MCPS Bid No. 7094.6 Aftermarket Automotive Parts**RESTRICTIONS ON EMPLOYEE ASSIGNMENTS**

Vendors 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 offense 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 following completion of a Child Protective Services investigation with a finding of "indicated" child abuse or neglect.

VENDOR RESPONSIBILITIES

- A. The Vendor agrees to provide the designated PGCPs representative 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. 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

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.

MCPS Bid No. 7094.6 Aftermarket Automotive Parts

This notice of award, plus the solicitation, your offer and any pertinent documents will constitute the entire contract after acceptance by your firm and the BOARD. Please refer to **Rider Montgomery County Public Schools Bid No. 7094.6** for all applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:

 Apr 4, 2022

 Apr 4, 2022
stewart@pgcps.org (Apr 4, 2022 12:20 EDT)

SIGNATURE DATE

SIGNATURE DATE

Korey Neal

Keith Stewart

NAME

NAME:

President

Director of Purchasing & Supply Services

TITLE

TITLE

K. Neal International Trucks

FOR THE BOARD OF EDUCATION
OF PRINCE GEORGE'S COUNTY
UPPER MARLBORO, MARYLAND 20772

FIRM

CONTRACT PRICING

**See Attached*

Summary of Contracts
 Aftermarket Automotive Parts

Bid 7094
Cycle No: 6

Term of Contract: 08/30/2021 To: 08/29/2022 Buyer: Laly A. Bowers Phone: (301) 279-3637

Group Number	Item Number	Description	Unit	Unit Price	Brand	Model	Vendor Name
	22198		Each				
	38431		Each				
	34284		Each				
	41872		Each				
	22334		Percnt				
	22054		Percnt				
	22056		Percnt				
	22058	Seals, Light, Medium, & Heavy Duty	Percnt	40.00			K NEAL INTERNATIONAL TRUCKS, INC
	22060	Seals, Light, Medium, & Heavy Duty National	Percnt	60.00			K NEAL INTERNATIONAL TRUCKS, INC
	22100		Percnt				

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Group Number	Item Number	Description	Unit	Unit Price	Brand	Model	Vendor Name
	34277		Percnt				
	22033		Percnt				
	22034		Percnt				
	22036		Percnt				
22039		Brake Parts For Light, Medium, & Heavy Duty Vehicles & Related Parts (Shoes, Pads, Linings, Hoses, Drums, Rotors)	Percnt	50.00	MGM		K NEAL INTERNATIONAL TRUCKS, INC
	22041		Percnt				
22050		Brake Parts For Light, Medium, & Heavy Duty Vehicles & Related Parts (Drums)	Percnt	60.00	MERITOR	ROCKWELL	K NEAL INTERNATIONAL TRUCKS, INC
	22070		Percnt				
	22072		Percnt				
22075		Differential Related Products	Percnt	40.00			K NEAL INTERNATIONAL TRUCKS, INC

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Group Number	Item Number	Description	Unit	Unit Price	Brand	Model	Vendor Name
	22148		Perct				
	36496		Perct			1	
	36498		Perct				
	36499		Perct				
	36500		Perct		HI		
22096		Exhaust Systems, Clamps, Hangers, Brackets, Etc.	Perct	40.00	FLEETRITE		K NEAL INTERNATIONAL TRUCKS, INC
22092		Filters, Air, Oil, Fuel, Coolant & Transmission Kits *Case lots only of 6/12/or 24	Perct	60.00	FLEETGUARD		K NEAL INTERNATIONAL TRUCKS, INC
40213		Filters, Air, Oil, Fuel, Coolant & Transmission Kits - Extended life oil; synthetic oil; blo diesel fuel	Perct	70.00	LUBERFINER		K NEAL INTERNATIONAL TRUCKS, INC
	22093		Perct				
	10621		Perct				
	10628		Perct				

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Group Number	Item Number	Description	Unit	Unit Price	Brand	Model	Vendor Name
	10630		Perct				
	21990		Perct				I
	21992		Perct	0			
	36503		Perct				
	22025		Perct				
	22027	Lens, Mirrors, Brackets, Strobes, Minatures, Back-Up Alarms, Sirens, Bar Lights, & Other Related Products	Perct	40.00	WELDON		K NEAL INTERNATIONAL TRUCKS, INC
	22028	Lens, Mirrors, Brackets, Strobes, Minatures, Back-Up Alarms, Sirens, Bar Lights, & Other Related Products	Perct	40.00	ROSCO		K NEAL INTERNATIONAL TRUCKS, INC
	36504	Lens, Mirrors, Brackets, Strobes, Minatures, Back-Up Alarms, Sirens, Bar Lights, & Other Related Products Mirror Lite	Perct	40.00	MIRROR	LITE	K NEAL INTERNATIONAL TRUCKS, INC
	22031		Perct				
	22312		Perct				
	22314		Perct				

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Group Number	Item Number	Description	Unit	Unit Price	Brand	Model	Vendor Name
	22321		Percent				
	22322	Parts & Assemblies As Manufactured By or Distributed By Navistar	Percent	40.00	NAVISTAR		K NEAL INTERNATIONAL TRUCKS, INC
	22324		Percent				
	22325		Percent				
	22328		Percent				
	34279		Percent				
	40175		Percent				
22113	Harness	Safety Bells & Track for Wheelchoir, Regular Seat Bells	Percent	40.00	Q-STRAINT		K NEAL INTERNATIONAL TRUCKS, INC
	22114		Percent				
	22102		Percent				
	22106		Percent				
	31138		Percent				