



**Delaware**  
Department of Education

# **State of Delaware**

## **School Buses Invitation to Bid**

**Contract No.** 2019-10

**Public Notice: January 22, 2019**

***- Deadline to Respond –  
February 25, 2019  
2:00 PM Eastern Standard Time***

**CONTRACT NO. 2019-10**

**ALL BIDDERS:**

The enclosed packet contains an "INVITATION TO BID" for the purchase of up to 18 or 19 (if funding is available) 2019 model school buses of various passenger sizes, some with air-conditioning, and some with lifts designated for special education. The invitation consists of the following:

- I. DEFINITIONS and GENERAL PROVISIONS
  - A – GENERAL PROVISIONS
  - B – AWARD AND EXECUTION OF CONTRACT
  - C – GENERAL AUTHORITY
  - D – EQUAL OPPORTUNITY
- II. SPECIAL PROVISIONS
- III. TECHNICAL SPECIFICATIONS
- IV. BID QUOTATION REPLY SECTION

**ATTACHMENTS**

- A – PROPOSAL REPLY REQUIREMENTS
- B – NO BID REPLY FORM
- C – NON-COLLUSION STATEMENT AND ACCEPTANCE
- D – SUBCONTRACTOR INFORMATION FORM
- E – BUSINESS REFERENCES
- F – ITB EXCEPTIONS
- G – CONFIDENTIAL AND PROPRIETARY INFORMATION
- H – OFFICE OF SUPPLIER DIVERSITY (OSD) APPLICATION – *For Informational Purposes Only*
- I – BID BOND
- APPENDIX A – Contract Specific Provisions
- APPENDIX B – Pricing Spreadsheet
- APPENDIX C – Bus Diagrams

Both appendixes are made part of this solicitation and are available for download at the following sites:

- <https://doeapppublic01.doe.k12.de.us/BidManagementPublic/#home>
- <http://bids.delaware.gov/>

**SCHEDULE OF EVENTS**

The proposed schedule of events to the ITB is outlined below:

Public Notice	Date: January 22, 2019
Pre-Bid Meeting	Date: February 4, 2019 (1:00 p.m.)
Deadline for Questions	Date: February 13, 2019
Response to Questions Posted by	Date: February 13, 2019
Deadline for Receipt of Proposals	Date: February 25, 2019 at 2:00 p.m. (local time)
Estimated Notification of Award	Date: March 2019

**MANDATORY PRE-BID MEETING**

A mandatory pre-bid meeting has been scheduled for February 4, 2019 at 1:00 p.m. in the Library Conference Room located on the second floor of the Townsend Building (401 Federal Street, Dover, DE 19901-3639). **This is a mandatory meeting.** If a vendor does not attend, they shall be disqualified and shall not be considered for further evaluation.

STATE OF DELAWARE  
Department of Education

In order for your bid to be considered, the bid quotation reply section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number, by **February 25, 2019** at **2:00 PM** (Local Time).

**Bids shall be submitted to:**

**STATE OF DELAWARE  
Department of Education  
ATTN: Meaghan Brennan, Finance Office  
401 Federal Street, Suite 2  
Dover, DE 19901-3639**

Please review and follow the information and instructions contained in the general and special provisions section of the invitation. Should you need additional information, please contact **Meaghan Brennan**, [Meaghan.Brennan@doe.k12.de.us](mailto:Meaghan.Brennan@doe.k12.de.us).



Delaware  
Department of Education

**I. DEFINITIONS  
AND  
GENERAL PROVISIONS**

The attached Definitions and General Provisions apply to all contracts and are part of each invitation to bid. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

STATE OF DELAWARE  
Department of Education

**DEFINITIONS**

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

**STATE:** The State of Delaware

**AGENCY:** State Agency as noted on cover sheet.

**BIDDER OR VENDOR:** Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

**BIDDER'S DEPOSIT:** The security designated in the proposal to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Delaware Department of Education if the work to be performed or the material or equipment to be furnished is awarded to the bidder.

**BID INVITATION:** The "bid invitation" or "invitation to bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

**BOND:** The approved form of security furnished by the Vendors and its surety as a guaranty of good faith on the part of the Vendor to execute the work in accordance with the terms of the contract.

**CONTRACT:** The written agreement covering the furnishing and delivery of material or work to be performed.

**CONTRACTOR:** Any individual, firm, or corporation with whom a contract is made by the Delaware Department of Education.

**DESIGNATED OFFICIAL:** The agent authorized to act for the Delaware Department of Education.

**GENERAL PROVISIONS:** General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Delaware Department of Education, and instructions to vendors.

**ITB:** Invitation to Bid.

**LOCAL TIME:** Eastern Standard Time/Eastern Daylight Time

**PROPOSAL:** The offer of the bidder submitted on the approved form and setting forth the bidder's prices for performing the work or supplying the material or equipment described in the specifications.

**SPECIAL PROVISIONS:** Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

**SURETY:** The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for its acceptable performance of the work for which its has contracted.

**SECTION A - GENERAL PROVISIONS**

**1. BID INVITATION**

See "Definitions".

**2. PROPOSAL FORMS**

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting its bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.

**3. INTERPRETATION OF ESTIMATES**

The attention of bidders is called to the fact that, unless stated otherwise, any quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Delaware Department of Education may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.

An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

**4. SILENCE OF SPECIFICATIONS**

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

**5. EXAMINATION OF SPECIFICATIONS AND PROVISIONS**

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

**6. PREPARATION OF PROPOSAL**

- a. **The bidder's proposal shall be written in ink or typewritten** on the form provided.
- b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

**7. PRICES QUOTED**

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract.

**All prices must be quoted in U.S. Dollars.**

STATE OF DELAWARE  
Department of Education

**8. DISCOUNT**

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

**9. SAMPLES OR BROCHURES**

Samples or brochures may be required by the Delaware Department of Education for evaluation purposes. They shall be such as to permit the Delaware Department of Education to compare and determine if the item offered complies with the intent of the specifications.

**10. PROPOSAL GUARANTY; BID BOND**

**Unless Bid Bond has been waived as noted in the Special Provisions**, each bidder shall submit with its proposal a guaranty in sum equal to at least 10% of the total value of its bid, according to Delaware Code Title 29, Section 6927(a).

Each vendor shall furnish a bond to the State of Delaware for the benefit of **Delaware Department of Education** in the amount equal to 10% of the respective bid value. The bond shall be drawn upon an insurance or bonding company authorized to do business in the State of Delaware. A certified check made out to the State of Delaware, **Department of Education** in an amount equal to 10% of the respective proposed value may be submitted in lieu of a proposal bond.

**11. DELIVERY OF PROPOSALS**

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All bids must clearly display the bid number on the envelope.

**STATE OF DELAWARE  
Department of Education  
ATTN: Meaghan Brennan, Finance Office  
401 Federal Street, Suite 2  
Dover, DE 19901-3639**

All proposals will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

**12. WITHDRAWAL OF PROPOSALS**

A bidder may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

**13. PUBLIC OPENING OF PROPOSALS**

The bids shall be publicly opened at the time and place specified by the Delaware Department of Education. Bidders or their authorized representatives are invited to be present.

**14. PUBLIC INSPECTION OF PROPOSALS**

STATE OF DELAWARE  
Department of Education

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

**15. DISQUALIFICATION OF BIDDERS**

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last five (5) years.
- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- f. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- g. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

**16. ADDENDA TO THE INVITATION TO BID (ITB)**

If it becomes necessary to revise any part of this ITB, revisions will be posted at both <https://doeapppublic01.doe.k12.de.us/BidManagementPublic/#home> and <http://bids.delaware.gov/>. By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Invitation to Bid.

**17. LOBBYING AND GRATUITIES**

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this ITB or the award of a contract resulting from this ITB shall have their proposal immediately rejected and shall be barred from further participation in this ITB.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this ITB upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this ITB without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this ITB shall be conducted in strict accordance with the manner, forum and conditions set forth in this ITB.



## **18. SOLICITATION OF STATE EMPLOYEES**

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

## **19. INDEPENDENT CONTRACTORS**

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period.

## **20. TEMPORARY PERSONNEL ARE NOT STATE EMPLOYEES UNLESS AND UNTIL THEY ARE DIRECTLY HIRED**

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the Delaware Department of Education. Notice can be issued at second month if it is the State's intention to hire.

**SECTION B - AWARD AND EXECUTION OF CONTRACT**

**1. CONSIDERATION OF BIDS**

- a. After the proposals have been opened, the bids will be tabulated and the results will be made available to the public. Tabulations of the bids will be based on the correct summation of items at the unit price bid.
- b. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Delaware Department of Education or its agent, the best interest of the State will be promoted thereby.

**2. MATERIAL GUARANTY**

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

**3. CONTRACT AWARD**

Within thirty days from the date of opening proposals, the contract will be awarded or the proposals rejected.

**4. EXECUTION OF CONTRACT**

The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.

If the successful bidder fails to execute the required contract and performance bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, its proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified bidder of the work or re-advertised, as the Delaware Department of Education may decide.

**5. REQUIREMENT OF CONTRACT PERFORMANCE BOND**

**Unless Performance Bond has been waived as noted in the Special Provisions**, successful bidders shall furnish a Performance Bond simultaneously with the execution of the formal contract, to the State of Delaware for the benefit of the Delaware Department of Education with surety in the amount of 100% of the total contract award or as otherwise provided in the Special Provisions. Said bonds shall be conditioned upon the faithful performance of the contract. Performance Bonds are not required at the time of bid submission.

The bond forms shall be provided by the Delaware Department of Education and the surety shall be acceptable to the Delaware Department of Education.

**6. WARRANTY**

The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

**7. THE CONTRACT(S)**

The contract(s) with the successful bidder(s) will be executed with the Delaware Department of Education.

**8. RETURN OF BIDDER'S DEPOSIT**

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

**9. INFORMATION REQUIREMENT**

The successful bidder's shall be required to advise the Delaware Department of Education of the gross amount of purchases made as a result of the contract.

**10. CONTRACT EXTENSION**

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

**SECTION C – GENERAL AUTHORITY**

**1. AUTHORITY OF AGENCY**

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Delaware Department of Education shall be final and binding.

**2. LAWS TO BE OBSERVED**

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Delaware Department of Education, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself or by its employees.

**3. APPLICABLE LAW AND JURISDICTION**

This bid, any resulting contract, and any and all litigation or other disputes arising therefrom, in connection with, or related hereto shall be governed by the applicable laws, regulations and rules of evidence of the State of Delaware. Bidder submits to personal jurisdiction in the State of Delaware. Any and all litigation or other disputes arising out of, in connection with, or relating to this bid, and any resulting contract, shall be brought exclusively in a court in the State of Delaware or the United States District Court of the District of Delaware as applicable.

**4. PERMITS AND LICENSES**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at its own expense.

**5. PATENTED DEVICES, MATERIAL AND PROCESSES**

- a. The contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Delaware Department of Education.
- b. The contractor and the surety shall hold and save harmless the State of Delaware, the Delaware Department of Education, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

**6. EMERGENCY TERMINATION OF CONTRACT**

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Delaware Department of Education, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

## **7. TAX EXEMPTION**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Delaware Department of Education. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take its exemption into account in calculating its bid for its work.

## **8. OR EQUAL (PRODUCTS BY NAME)**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

## **9. BID EVALUATION AND AWARD**

The Delaware Department of Education will award this contract to the lowest responsible bidder(s) which in their judgment best serves the interest of the State of Delaware in accordance with Delaware Code Title 29, Section 6923(k). Personnel with experience and technical background may be utilized by the Delaware Department of Education in making judgment. In case of error in price extension, the unit price(s) shall prevail.

## **10. INVOICING**

After the awards are made, the agencies participating in the bid may forward their purchase orders to the successful bidder(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

## **11. SEVERABILITY**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

## **12. ASSIGNMENT OF ANTITRUST CLAIMS**

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust

STATE OF DELAWARE  
Department of Education

laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

**SECTION D - EQUAL OPPORTUNITY**

**1. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS**

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- a. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any employee or applicant for employment with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
  
- b. During the performance of this contract, the contractor agrees as follows:
  - 1. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
  
  - 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin."
  
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

CONTRACT NO: 2019-10

## School Buses

### II. SPECIAL PROVISIONS

#### 1. CONTRACT REQUIREMENTS

This contract will be issued to cover the purchase of school buses for student transportation requirements for the Delaware Department of Education.

#### 2. AGENCY USE CONTRACT

Pursuant to 29 Del. C. §6904(e) respectively, if no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

#### 3. CONTRACT PERIOD

Each vendor's contract shall be valid for one (1) year from **March 2019** through March 2020.

#### 4. PRICES

**Prices shall remain firm for the term of the contract. All prices shall be quoted in U.S. Dollars.**

#### 5. NUMBER OF COPIES WITH MAILING OF PROPOSAL

To be considered, all proposals must be submitted in writing and respond to the items outlined in this ITB. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with two (2) paper copies and two (2) electronic copy on USB drives. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring a vendor signature. The remaining copies do not require original signatures. The USB drive must also contain the completed Appendix B Excel sheets, in Excel format.

#### 6. COOPERATIVES

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

#### 7. POTENTIAL CONTRACT OVERLAP

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

#### 8. PRICE ADJUSTMENT

STATE OF DELAWARE  
Department of Education

The Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this contract beyond the initial one (1) period, the Division of Delaware Department of Education shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

## 9. SHIPPING TERMS

F.O.B. destination; freight pre-paid.

## 10. QUANTITIES

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of bids. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract. Bidders shall recognize there are no guaranteed minimum contract quantities or values associated with this solicitation.

Prior contract utilization may be viewed at the following site:

<http://bids.delaware.gov/>

## 11. ELECTRONIC CATALOG

At the discretion of Delaware Department of Education, the successful vendor(s) may be required to submit their items list in an electronic format designated by the State.

By example, but not limited to, the following items may be required:

- Electronic catalogs,
- Electronic catalogs converted to a CSV format with contract specific pricing,
- Items designated by commodity/classification code: United Nations Standard Products and Services Code (UNSPSC), and/or
- A unique item ID for all items in your system and/or our award.

## 12. FUNDING OUT

The continuation of this contract is contingent upon funding appropriated by the legislature.

Awarding Unit 19 is contingent on funding availability.

## 13. BID BOND REQUIREMENT

Each bidder shall furnish a Bid Bond to the State of Delaware for the benefit of Delaware Department of Education in the amount equal to 10% of the respective bid value. The bond shall be drawn upon an insurance or bonding company authorized to do business in the State of Delaware. If the enclosed standard State of Delaware bond form is not used, the substitute bond must reflect the minimum conditions specified in the



STATE OF DELAWARE  
Department of Education

standard form. A certified check made out to Delaware Department of Education in an amount equal to 10% of the respective proposed value may be submitted in lieu of a proposal bond.

**14. PERFORMANCE BOND REQUIREMENT**

The Performance Bond requirement has been waived.

**15. MANDATORY INSURANCE REQUIREMENTS**

As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

a. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,

and

b. Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,

or

c. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 aggregate,

or

d. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,

and

e. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

and

f. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.

All contractors must carry (a), (e), and (f), and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

Before any work is done with the State, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**Delaware Department of Education, Finance Office  
Contract No. 2019-10  
401 Federal Street, Suite 2  
Dover, DE 19901-3639**

STATE OF DELAWARE  
Department of Education

**Note: The State of Delaware shall not be named as an additional insured.**

**Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.**

## **16. BASIS OF AWARD**

Delaware Department of Education shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. The award will be made on basis of price, product evaluation, and prior history of service and capability.

Delaware Department of Education reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware, pursuant to 29 Del. C. § 6926.

## **17. STATE OF DELAWARE BUSINESS LICENSE**

Prior to receiving an award, the successful vendor shall either furnish Delaware Department of Education with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899-8750 or by telephone to one of the following numbers: (302) 577-8201 - Public Service, (302) 577-8205 - Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

## **18. INDEMNIFICATION**

### **a. General Indemnification**

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract.

### **b. Proprietary Rights Indemnification**

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively ""Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

1. Procure the right for the State of Delaware to continue using the Product(s);

STATE OF DELAWARE  
Department of Education

2. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract;  
or
3. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

## 19. OWNERSHIP OF INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the State of Delaware. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the State to evidence the State's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

## 20. NON-PERFORMANCE

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may terminate any individual orders in accordance with Special Provisions, Item labeled "TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS" below and purchase equivalent product on the open market. Regarding any such open market purchase, payment for any difference in cost or expense in excess of the contract prices for reasonably equivalent products or services herein shall be the responsibility of the Vendor and shall be submitted to the State no later than 30 days following the delivery of the State's invoice detailing the open market purchase. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

## 21. FORCE MAJEURE

Neither the vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

## 22. CONTRACTOR NON-ENTITLEMENT

State of Delaware Contractors for Materiel and for Services shall not have legal entitlement to, nor seek business from another Contractors' Central Contract. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract as they are not a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code.

## 23. EXCEPTIONS

Bidders may elect to take **minor exception** to the terms and conditions of this ITB. Delaware Department of Education shall evaluate each exception according to the intent of the terms and conditions contained herein, but Delaware Department of Education must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

**Exceptions must be submitted utilizing Attachment F to be considered.** Delaware Department of Education maintains sole discretion to reject any vendor exceptions that are submitted.

## 24. MANDATORY USAGE REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels, if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (Sample Report 1) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to [Meaghan.Brennan@doe.k12.de.us](mailto:Meaghan.Brennan@doe.k12.de.us) with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the full month (Report due by January 15<sup>th</sup> will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured and prices paid. Reports are required monthly, including those with “no spend”. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

– Reporting is required by Executive Order.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women’s Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Sample Report 2.

Accurate 2nd Tier reports shall be submitted to the contracting Agency’s Office of Supplier Diversity at [vendorusage@state.de.us](mailto:vendorusage@state.de.us) on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

## 25. BUSINESS REFERENCES

In order to have your bid considered, please supply three (3) business references consisting of current or previous customers with your reply. Please include name, address, telephone number, and a contact person.

**PLEASE DO NOT UTILIZE STATE OF DELAWARE PERSONNEL AS REFERENCES.**

## 26. ORDERING PROCEDURE

STATE OF DELAWARE  
Department of Education

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, email, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

## 27. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **2019-10** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

## 28. BILLING

**The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.**

## 29. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

## 30. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by Delaware Department of Education to do otherwise. However, awarded vendors are highly encouraged to offer any like substitute product (s); either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In such cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

## 31. BID/CONTRACT EXECUTION

Both the non-collusion statement that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **shall** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Delaware Department of Education.

The State of Delaware requires completion of the [Delaware Substitute Form W-9](#) to make payments to vendors. Successful completion of this form enables the creation of a State of Delaware vendor record. The Taxpayer ID (SSN or EIN) and Applicant (vendor) name are submitted to the Internal Revenue Service for "matching." If the Taxpayer ID and name do not match, the vendor record cannot be approved.

It is the applicant's responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services.

Any questions about completing this form or specific comments about a form that you have submitted, please contact vendor services by phone at 302-672-5000.

### 32. VENDOR RESPONSIBILITY

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this ITB whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment D, and are subject the approval and acceptance of Delaware Department of Education.

### 33. PERSONNEL, EQUIPMENT AND SERVICES

- a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment D are considered approved upon award. Changes to those subcontractor(s) listed in Attachment D must be approved in writing by the State.

### 34. FAIR BACKGROUND CHECK PRACTICES

Pursuant to 29 Del. C. [§6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

### 35. VENDOR BACKGROUND CHECK REQUIREMENTS

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at:  
<https://sexoffender.dsp.delaware.gov/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Delaware Department of Education's decision to allow or deny access to any individual identified on a registry database is final and at the Delaware Department of Education's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor

STATE OF DELAWARE  
Department of Education

to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Delaware Department of Education's contract.

### **36. DRUG TESTING REQUIREMENTS FOR LARGE PUBLIC WORKS**

Pursuant to 29 Del.C. [§6908\(a\)\(6\)](#), effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. [§6962](#).

Final publication of the identified regulations can be found at the following:

[4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects](#)

### **37. LIFE CYCLE COSTING**

If applicable, the specifications contained within this ITB have been developed through Life Cycle Cost Analysis that will allow the State to realize the lowest total cost of ownership and operation over the useful life of the equipment

### **38. MINIMUM WAGE RATES**

Work performed under this solicitation may fall under the [State of Delaware Minimum Wage Rates](#) or the Delaware Prevailing Wage rates. Prior to issuing a purchase order, the ordering agencies must obtain from the Department of Labor a determination if prevailing wage applies to the project and, if appropriate, what the applicable prevailing wage rates would be for the work to be performed. No work shall proceed without a determination by the Department of Labor. Request for prevailing wage certification can be found at: <http://dia.delawareworks.com/labor-law/prevailing-wage.php> .

### **39. PREVAILING WAGE**

The prevailing wage law, 29 Del.C. [§6960](#), is enforced by the Department of Labor and states that the specifications for every contract or aggregate of contracts relating to a public works project in excess of \$500,000 for new construction (including painting and decorating) or \$45,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of building or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed.

### **40. ENVIRONMENTAL PROCUREMENT PRODUCTS**

- a. Energy Star - If applicable, the Contractor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a

STATE OF DELAWARE  
Department of Education

minimum. The Contractor is encouraged to visit [www.energystar.gov](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.

- b. Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.
- c. Contractors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).
- d. Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award. The State Environmental Procurement Policies may be found:

[Environmentally Preferred Purchasing Policy](#)

#### **41. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS**

The individual orders may be terminated as follows:

**a. Termination for Cause**

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Delaware Department of Education shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor in the performance of the P.O. shall, at the option of the Delaware Department of Education, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Delaware Department of Education.

**b. Termination for Convenience**

The Delaware Department of Education may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Delaware Department of Education.

**c. Termination for Non-Appropriations**

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

#### **42. DISPUTE RESOLUTION**

At the option of, and in the manner prescribed by the Office of Management and Budget (OMB), the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of



STATE OF DELAWARE  
Department of Education

the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, OMB elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by OMB, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of OMB, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. OMB reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

**43. TERMINATION OF CONTRACT**

The contract resulting from this ITB may be terminated as follows by Delaware Department of Education.

**a. Termination for Cause**

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have not less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

**b. Termination for Convenience**

The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

**c. Termination for Non-Appropriations**

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the

STATE OF DELAWARE  
Department of Education

State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

**44. CHANGES**

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between the Delaware Department of Education and the Vendor shall be incorporated in written amendments to the Purchase Order or contract.

**45. AFFIRMATION**

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

**46. AUDIT ACCESS TO RECORDS**

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

**47. ASSIGNMENT**

This contract shall not be assigned except by express prior written consent from the Delaware Department of Education.

**48. NOTICE**

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

**Delaware Department of Education  
ATTN: Meaghan Brennan, Finance Office  
401 Federal Street, Suite 2  
Dover, DE 19901-3639**

**49. VENDOR EMERGENCY RESPONSE POINT OF CONTACT**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for

STATE OF DELAWARE  
Department of Education

commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

## 50. SUBCONTRACTS

Subcontracting is permitted under this ITB and contract. However, every subcontractor shall be identified in the Proposal (Attachment D) and agreed to in writing by the State or as are specifically authorized in writing by the Delaware Department of Education during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The Vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the ITB and with all local, State and Federal Laws. The Vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

**If a company elects to be a subcontractor for another vendor, the subcontractor may not independently bid on this solicitation.**

## 51. AGENCY'S RESPONSIBILITIES

The Delaware Department of Education shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Delaware Department of Education and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.
- b. Give prompt written notice to the Contractor whenever the Delaware Department of Education observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the Delaware Department of Education will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Delaware Department of Education should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Delaware Department of Education should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Delaware Department of Education or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-

STATE OF DELAWARE  
Department of Education

performance issue.

- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible.  
[Corrective Action Report](#)

## 52. CONFIDENTIALITY

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq. \("FOIA"\)](#). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected vendor proposals will likely become subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

## 53. PRICE NOT CONFIDENTIAL

STATE OF DELAWARE  
Department of Education

Vendors shall be advised that as a publically bid contract, no Vendor shall retain the right to declare their pricing confidential.

**54. NO PRESS RELEASES OR PUBLIC DISCLOSURE**

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

### III. TECHNICAL SPECIFICATIONS

This contract will be issued to cover the purchase of up to 18 or 19 (if funding is available) 2019 model school buses of various passenger sizes, some with air-conditioning, and some with lifts designed for special education, which have open certificates of origin.

In several groupings because of possible combinations of options on different chassis that may affect the price, we have included **Appendix "B" – Pricing Matrix** for the bidder's use in submitting individual pricing. The bid is specific and no exceptions will be accepted.

#### 1. School bus basic package for this bid:

##### Chassis:

- **School buses shall utilize diesel fuel unless otherwise noted.**
- **School buses with less than 36 passenger capacity, the minimum power plant shall be 160 hp engine or equal. School buses with a capacity of 36 passengers or greater, the engine will produce at least 190 hp measured at an RPM not to exceed 2,600 and generate at least 420 foot pounds of torque**
- Units 1,2,3,4,5,6,7,8,9,10,11,12,13,14,19. (Propane) shall have tanks with a minimum usable capacity of 67 gallons. Units with Option with Option F will have a minimum of 90 gallons of usable propane.
- One spare rim shall be provided
- Tires – 11R22.5 on 36-72 passenger (not on flat floor buses), 10R22.5 on flat floor buses and 11R22.5 (load range H) on 84 passenger buses.
- Tire Treads- Steering tread on front tires and mud and snow tread on rear tires.
- Wheels shall be balanced
- All buses shall have front-end alignments

##### Body:

- Clearance lights may be controlled through a separate switch through the body solenoid or body-controlled electronic control module, or they may also be controlled by the chassis tail light switch (if the latter, the clearance light circuit shall be isolated by a protective relay).
- District identification ("\_\_\_\_\_SCHOOL DISTRICT") will be made with 6 inch black letters applied to both sides of the bus on the beltline.
- The child reminder system shall be armed when the warning system master switch is turned on and the Red warning lights are activated.
- A storage compartment with a closeable door and minimum capacity of 500 cu. in. located in the driver compartment area shall be provided.
- Except for the front and rear roof caps, which shall be NSBY the roof of the bus will be painted white. The white roof shall terminate no lower than 6 inches above the dip rail.

##### Heaters:

- Type C and D buses shall be equipped with 3 heaters: a fresh air fed minimum 90,000 BTU located to the driver's left which may also be used for a windshield defroster, a 50,000 BTU located adjacent to the entrance door and stepwell which shall provide defrost capability to the entrance door glass and step surfaces, and an 80,000 BTU located under the passenger seat behind the rear axle (wall mounted on the right side adjacent to the special service entrance door on lift buses).

##### Floors:

- Subfloor is required to be of "**marine-grade**".

STATE OF DELAWARE  
Department of Education

Exterior Lights:

- **Exterior lamps will be Light Emitting Diode (LED).** This includes all exterior lights except headlights and turn signals/light assemblies inside headlights.

Lift Bus Specifications:

When a school bus with lift is specified, the package shall contain the following minimum specifications:

- Each wheelchair station must be provided with two pieces of track (forward and rear for each wheelchair station) flush mounted with the floor covering.
- Buses shall be equipped with self-tightening retractor securement systems and self-retracting adjustable height for shoulder/lap belt assemblies for the maximum number of wheelchair positions identified.
- Power unit for wheelchair lift (rear) is to be located forward of lift with controls secured to the interior of the lift door.

Special School Lift Configuration:

- Wheelchair stations – The wheelchair locations are described on the attached body diagrams.

Special Education Bus:

- A bus identified as special education is to be equipped with lap/shoulder belts and LATCH securements.

**2. Air Conditioned School Buses:**

a. **Condensers shall be internal, skirt mounted on buses 36 passenger and greater.**

b. Other Requirements

(1). Warranty-The total system shall be warranted for two years from the date of delivery, unlimited mileage, including parts and labor.

(2). Parts and Service Manuals-These shall be provided for the entire system. The parts catalog shall include a price list and must be designed so that all replaceable parts are illustrated by line drawings. Part descriptions should be annotated with the part number, part name, and quantity required for the application illustrated. The Service Manual shall include an overall A/C system diagram with component plumbing and locations identified for diagnostic purposes.

(3). Parts and Tools Availability-All system parts and required special service tools must be readily available, and a list of suppliers shall be provided with each bus.

STATE OF DELAWARE  
Department of Education

### 3. OPTION PACKAGES

Option Package A:

- Airbrakes (12.5 CFM 2-cylinder compressor, Bendix TU-FLO-55- or equal)
- Air dryer (Midland Pure Air or equal)

Option Package B:

- Rear Air Ride Suspension
- Air dryer (Midland Pure Air or equal)

Option Package C:

- Tinted Glass

Option Package D:

- Air-operated service door with automatic air release when ignition is turned off and electric override switch to release air on door with ignition on.

Option Package E:

- Air Suspension Driver Seat

Option Package F (Propane Fueled Buses):

- Larger propane fuel tank (90 gallons useable)

Option Package G (84 pax bus):

- Heavy Duty Brake System (min. size: front- 16.5 in. X 6 in., rear- 16.5 in. X 8 in.)
- Heavy Duty Tires (load range H- 11R X 22.5)

Option Package H:

- First three (3) rows of seats **(or as specified in the unit descriptions or diagrams)** equipped with C.E. White Integrated Seats or equivalent.

The Department of Education structures its bids so public school bus contactors will be permitted to purchase buses from the successful low bidder at the same price as the State of Delaware. The bidding is only for State of Delaware school bus contactors and in no way should affect this bid. A separate list of provisions enumerated by a representative group of manufacturers and distributors is included for your perusal regarding contactor purchase. Those purchases are not to be made through the State but are individual contracts with the successful bidder. The Department of Education is not and shall not be considered as a party to any such contract between a Delaware school bus contactor and the other entity for such buses included in the bid.

- a) Purchase is subject to availability from the manufacturer.
- b) No trade-ins will be accepted.
- c) The bus must be picked up at the local vendor's location.
- d) There will be no deviations from the brand or model bus as bid and accepted by the state.
- e) The only options available will be the options as bid by the state. Contractors will pay for these options.
- f) Contractors must order from the successful bidder within 60 calendar days of the bid opening by the Department of Education.
- g) Dealers may require a 10% deposit and a legally binding contract prior to placing an order.
- h) Contractors will have 10 days to "close" the deal after being notified by the vendor that the ordered bus is available. After this 10-day period the contractor is responsible for "floor plan" interest as negotiated with the dealer.



STATE OF DELAWARE  
Department of Education

- i) All warranties shall be per the manufactures with no express or implied dealer warranties beyond the manufacturers' warranties. Bid submissions shall include warranty statements and warranties shall be included in materials provided on bus delivery.

**UNIT NUMBERS AND DISTRICTS**

**UNITS #1-6** - **Brandywine** -72 passenger, propane-fueled

Options: **C F H**

6 – Units

**UNITS #7-8** - **Brandywine** -72 passenger, propane-fueled, with air-conditioning, Special Education

Options: **C F H**

2 - Units

**UNITS #9-10** - **Brandywine** -72 passenger, propane-fueled with lift, with air-conditioning, Special Education

Options: **C F H**

2 - Units

**UNIT # 11** - **Capital** - 72 passenger, propane-fueled, with lift, with air-conditioning, Special Education

Options: **A C D F H**

1 - Unit

**UNITS # 12-13** - **Capital** -72 passenger, propane-fueled, with air-conditioning, Special Education

Options: **A C D F H**

2 - Units

**UNITS # 14** - **Capital** - 60 passenger, propane-fueled, with lift, with air-conditioning, Special Education

Options: **A C D F H**

1 - Unit

**UNIT # 15** - **Colonial** -72 passenger, diesel-fueled

Options: **A B E**

1 - Unit

**UNIT # 16** - **Colonial** - 72 passenger, diesel-fueled, with air-conditioning, Special Education

Options: **A B C D E H**

1 - Unit

**UNIT # 17** - **Colonial** - 54 passenger, diesel-fueled, with air-conditioning, Special Education

Options: **A B C D E H**

1 - Unit

STATE OF DELAWARE  
Department of Education

**UNIT # 18** - **Colonial** - 66 passenger, diesel-fueled, with lift, with air-conditioning, Special Education  
Options: **A B C D E H**  
1 - Unit

**UNIT #19** - **Caesar Rodney (Awarding Unit 19 is contingent on funding availability)** - 54 passenger, Propane-fueled, with lift, with air-conditioning, Special Education  
Options: **A, B, C, D, F, H**  
1 - Unit

**IV. BID QUOTATION REPLY SECTION**

Contract No. 2019-10

**School Buses**

Please fill out the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the contract number to Delaware Department of Education by **February 25, 2019 at 2:00 PM** (Local Time) at which time bids will be opened.

**Bids shall be submitted to:**

**Delaware Department of Education  
ATTN: Meaghan Brennan, Finance Office  
401 Federal Street, Suite 2  
Dover, DE 19901-3639**

**PUBLIC BID OPENINGS**

The public bid opening insures the citizens of Delaware that contracts are being bid fairly on a competitive basis and comply with Delaware procurement laws. The Delaware Department of Education conducting the opening is required by law to publicly open the bids at the time and place specified and the contract shall be awarded within thirty (30) days thereafter. The main purpose of the bid opening is to reveal the name(s) of the bidders(s), not to serve as a forum for determining the apparent low bidders. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each bid has been determined.

After receipt of a fully executed contract(s), the Delaware public and all bidders are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

**NOTE: ONLY THE BIDDER'S NAME WILL BE READ AT THE BID OPENING**

**PROPOSAL REPLY REQUIREMENTS**

The response should contain at a minimum the following information:

1. Brief Vendor Cover Letter including an Applicant's experience, if any, providing similar services.
2. Two (2) paper copies and two (2) electronic of the bid response paperwork.

The Pricing Spreadsheet Appendix **B** is available at the following website:

[www.bids.delaware.gov](http://www.bids.delaware.gov)

Vendors **MUST** provide copies of all pricing spreadsheet tabs.

3. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment C).  
**MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK**
4. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment D) for each subcontractor – only provide if applicable.
5. One (1) completed Business Reference form (See Attachment E) – please provide references other than State of Delaware contacts. Form must be included.
6. One (1) completed ITB Exception form (See Attachment F) – please check box if no information. Form must be included.
7. One (1) completed Confidential Information form (See Attachment G) – please check box if no information provided will be considered confidential or proprietary. Form must be included.
8. One Bid Bond (Attachment I).
9. One (1) list of all current and authorized warranty repair facilities
10. One (1) summary list of bus components and options

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

STATE OF DELAWARE  
Delaware Department of Education

Attachment B

STATE OF DELAWARE  
Delaware Department of Education  
401 Federal Street, Suite 2  
Dover, DE 19901-3639

NO BID REPLY FORM

Contract No. **2019-10**

Contract Title: **School Buses**

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Bidder's List by so indicating below, or do not return this form or bona fide bid.

Unfortunately, we must offer a "No Bid" at this time because:

\_\_\_\_\_ 1. We do not wish to participate in the bid process.

\_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ 3. We do not feel we can be competitive.

\_\_\_\_\_ 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.

\_\_\_\_\_ 5. We do not wish to sell to the State. Our objections are: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ 6. We do not sell the items/services on which Bids are requested.

\_\_\_\_\_ 7. Other: \_\_\_\_\_

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_ We wish to remain on the Bidder's List **for these goods or services.**

\_\_\_\_\_ We wish to be deleted from the Bidder's List **for these goods or services.**

**PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.**

STATE OF DELAWARE  
Delaware Department of Education

**Attachment C**

**CONTRACT NO.: 2019-10**                      **TITLE: School Buses**  
**DEADLINE TO RESPOND: February 25, 2019, at 2:00 PM Eastern Standard Time**

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Delaware Department of Education.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment F, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

**NOTE:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Delaware Department of Education.

COMPANY NAME \_\_\_\_\_ (Check one) 

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE LICENSE NUMBER \_\_\_\_\_

	Certification type(s)	Circle all that apply
<b>COMPANY CLASSIFICATIONS:</b>  <b>CERT. NO.:</b> _____	Minority Business Enterprise (MBE)	Yes No
	Woman Business Enterprise (WBE)	Yes No
	Disadvantaged Business Enterprise (DBE)	Yes No
	Veteran Owned Business Enterprise (VOBE)	Yes No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes No

The above table is for informational and statistical use only.

PURCHASE ORDERS SHOULD BE SENT TO: \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**AFFIRMATION:** Within the past five (5) years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?  
 YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

**THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED**

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_  
 City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_

**SUBCONTRACTOR INFORMATION FORM**

Contract No. **2019-10**  
Contract Title: **School Buses**

<b>PART I – STATEMENT BY PROPOSING VENDOR</b>		
1. CONTRACT NO. ENTER CONTRACT NUMBER	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR	4c. Company OSD Classification: Certification Number: _____	
a. NAME	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
b. Mailing Address:		
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY ( <i>Signature</i> )	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
<b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b>		
9a. NAME OF PERSON SIGNING	10. BY ( <i>Signature</i> )	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

**Use a separate form for each subcontractor**

**BUSINESS REFERENCES**

Contract No. **2019-10**

Contract Title: **School Buses**

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list the contract(s).

1.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	

2.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	

3.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	

**STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.**







**State of Delaware**  
**Office of Supplier Diversity**  
**Certification Application**

The most recent application can be downloaded from the following site:  
<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



**Complete application and mail, email or fax to:**

Office of Supplier Diversity (OSD)  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202  
Telephone: (302) 857-4554 Fax: (302) 677-7086  
Email: [osd@state.de.us](mailto:osd@state.de.us)  
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.  
THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES.**

STATE OF DELAWARE  
Delaware Department of Education

Attachment I

**Bid Bond**

**BOND HAS NOT BEEN WAIVED**  
**10% BOND TO ACCOMPANY PROPOSAL**  
**(NOT NECESSARY IF CERTIFIED CHECK IS USED)**

KNOW ALL MEN BY THESE PRESENTS That \_\_\_\_\_ of \_\_\_\_\_ of the County of \_\_\_\_\_ and State of \_\_\_\_\_ principal, and \_\_\_\_\_ of \_\_\_\_\_ of the County of \_\_\_\_\_ and the State of \_\_\_\_\_ as surety, legally authorized to do business in the State of Delaware, are held and firmly bound unto the State of Delaware in the sum of \_\_\_\_\_ Dollars or \_\_\_\_\_ per cent (not to exceed \_\_\_\_\_ Dollars) of amount bid on Contract No. \_\_\_\_\_ to be paid to said State of Delaware for the use and benefit of the \_\_\_\_\_ of said State, for which payment well (hereinafter referred to as Agency) and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole, firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden principal \_\_\_\_\_ who has submitted to said Agency of the State of Delaware, a certain proposal to enter into a certain contract to be known as Contract No. \_\_\_\_\_, for the furnishing of certain products and/or services within the said State of Delaware shall be awarded said Contract No. \_\_\_\_\_, and if said \_\_\_\_\_ shall well and truly enter into and execute said Contract No. \_\_\_\_\_ and furnish therewith such surety bond as may be required by the terms of said contract and approved by said Agency, said contract and said bond to be entered into within twenty days after the date of official notice of the award thereof in accordance with the terms of said proposal, then this obligation to be void or else to be and remain in full force and virtue.

Sealed with \_\_\_\_\_ seal and dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord two thousand and \_\_\_\_\_ (20\_\_\_\_).

SEALED AND DELIVERED IN THE  
Presence Of \_\_\_\_\_

\_\_\_\_\_  
Name of Bidder (Principal) (Seal)

Witness

\_\_\_\_\_ BY

\_\_\_\_\_ (Seal)

Corporate  
Seal

\_\_\_\_\_  
Title

\_\_\_\_\_ BY

\_\_\_\_\_  
Name of Surety (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_  
Title

**APPENDIX A  
CONTRACT SPECIFIC PROVISIONS**

**1. QUANTITIES**

A bidder may bid on any number of buses so long as they are designated under the unit number specified individually and priced accordingly. The bidder must specify on the bid sheets the model year of chassis and body, make of body, wheel-base and body length of the unit being bid. The award will be based on the lowest unit price meeting specifications. In the event of a tie bid price, the earliest delivery date will be the determining factor.

The Department of Education may exercise its option to purchase additional units subject to the availability and mutual agreement, at the price stated.

**2. ORDERING PROCEDURES**

All buses must be constructed and equipped to meet [DELAWARE DEPARTMENT OF EDUCATION REGULATION 1105](#), **Standards for School Buses placed in production on or after January 1, 2017 (Terminology and School Bus Types are those Described in the *National School Transportation Specifications and Procedures (NSTSP)*, May 2015 – available at <http://www.ncstonline.org>** and all Federal regulations relating to these school buses.

All bid proposals must be submitted with a complete, specific listing of all chassis and body specifications or components.

Bidders may bid on one or more units; however, the Delaware Department of Education reserves the right to accept any combination of bids and options or reject the same.

The Delaware Department of Education reserves the right to reject any or all bids.

Chasses and body order must be submitted to the State Supervisor of School Transportation for review and approval prior to orders being places.

**3. SCHDEULE FOR PERFORMANCE OF WORK:**

The units are expected to be delivered on or before September 15, 2019. The successful bidder or bidders will be obligated to honor the bid price and furnish the number of buses bid at the delivery date specified provided notification of the order is made within 60 calendar days of the bid opening to the lowest responsive and responsible bidder whose bid conforms in all material respects to the requirements and criteria set forth in the invitation to bid. See also Paragraph 26.

Buses will be delivered to the district specified for each unit. **Awarded vendor must have authorized warranty repair facilities within the state of Delaware or a mobile unit able to make repairs within six (6) business days. A list of authorized service locations will accompany the bus when delivered. A detailed summary of specific components and options must accompany the bus upon delivery.**

**4. LIQUIDATED DAMAGES CLAUSE**

STATE OF DELAWARE  
Delaware Department of Education

Notwithstanding any other inconsistent provisions of this agreement, if the bidder shall fail to provide accurate and/or complete delivery of products or services in accordance with the specifications in this bid and/or changes thereto that may have been agreed upon between the Department of Education and the bidder by the delivery dates specified, herein, the bidder shall pay to the Department the amount of monies detailed below:

If delivered between September 16 and November 1, 2019 liquidated damages will be in the amount of \$125.00 per working day. If delivered November 1, 2019 or later, the liquidated damages will be in the amount of the minimal fee charged (\$3,750.00 per month as of bid preparation date, one-month minimum, which is \$125.00 per working day for each month), this means monthly charges for each unit for each month.

**5. TIME OF PERFORMANCE**

The services of the Contractor are to commence after receipt of the purchase order, and shall be undertaken and completed in such a sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event all of the services required hereunder shall be completed no later than the time periods set out in any schedule contained in the project Scope of Work. Any such schedule shall be maintained by the Contractor unless amended, in writing, by both sides.

STATE OF DELAWARE  
Delaware Department of Education

**APPENDIX B – PRICING MATRIX**

**(NOTE: SEE EXCEL SPREADSHEET LINK ON RFP SITE FOR USE IN SUBMITTING PRICING)**

**BODY AND CHASSES TO BE NEW 2019 MODEL YEAR WITH OPEN CERTIFICATE OF ORIGIN**

Unit(s)	District	Description	Submitted Bid Price	
Units 1-6	Brandywine	72 Passenger, Propane-Fueled	Base Unit Cost Per Bus	
		<b>OPTIONS: C, F, H</b>	Options PKG Per Bus	
			<b>Total Units Bid</b>	
			<b>Total Bid Price</b>	\$0.00
		<b>CHASSIS SPECIFICATIONS:</b>	<b>MAKE:</b>	
			<b>WHEELBASE:</b>	
		<b>BODY SPECIFICATIONS:</b>	<b>MAKE:</b>	
			<b>LENGTH:</b>	
Units 7-8	Brandywine	72 Passenger, Propane-Fueled, with A/C, Special Ed	Base Unit Cost Per Bus	
		<b>OPTIONS: C, F, H</b>	Options PKG Per Bus	
			<b>Total Units Bid</b>	
			<b>Total Bid Price</b>	\$0.00
		<b>CHASSIS SPECIFICATIONS:</b>	<b>MAKE:</b>	
			<b>WHEELBASE:</b>	
		<b>BODY SPECIFICATIONS:</b>	<b>MAKE:</b>	
			<b>LENGTH:</b>	
Units 9-10	Brandywine	72 Passenger, Propane-Fueled, with lift, with A/C, Special Ed	Base Unit Cost Per Bus	
		<b>OPTIONS: C, F, H</b>	Options PKG Per Bus	
			<b>Total Units Bid</b>	
			<b>Total Bid Price</b>	\$0.00
		<b>CHASSIS SPECIFICATIONS:</b>	<b>MAKE:</b>	
			<b>WHEELBASE:</b>	
		<b>BODY SPECIFICATIONS:</b>	<b>MAKE:</b>	
			<b>LENGTH:</b>	
Unit 11	Capital	72 Passenger, Propane-Fueled , with lift, with A/C, Special Ed	Base Unit Cost Per Bus	
		<b>OPTIONS: A, C, D, F, H (4 rows)</b>	Options PKG Per Bus	
			<b>Total Units Bid</b>	
			<b>Total Bid Price</b>	\$0.00
		<b>CHASSIS SPECIFICATIONS:</b>	<b>MAKE:</b>	
			<b>WHEELBASE:</b>	
		<b>BODY SPECIFICATIONS:</b>	<b>MAKE:</b>	
			<b>LENGTH:</b>	

STATE OF DELAWARE  
Delaware Department of Education

Units 12-13	Capital	72 passenger Propane-Fueled, with A/C, Special Ed		Base Unit Cost Per Bus	
		<b>OPTIONS: A, C, D, F, H (4 rows)</b>		Options PKG Per Bus	
				<b>Total Units Bid</b>	
				<b>Total Bid Price</b>	\$0.00
		<b>CHASSIS SPECIFICATIONS:</b>		<b>MAKE:</b>	
				<b>WHEELBASE:</b>	
		<b>BODY SPECIFICATIONS:</b>		<b>MAKE:</b>	
				<b>LENGTH:</b>	
Unit 14	Capital	60 Passenger, Propane-Fueled, with lift, with A/C, Special Ed		Base Unit Cost Per Bus	
		<b>OPTIONS: A, C, D, F, H (4 rows)</b>		Options PKG Per Bus	
				<b>Total Units Bid</b>	
				<b>Total Bid Price</b>	\$0.00
		<b>CHASSIS SPECIFICATIONS:</b>		<b>MAKE:</b>	
				<b>WHEELBASE:</b>	
		<b>BODY SPECIFICATIONS:</b>		<b>MAKE:</b>	
				<b>LENGTH:</b>	
Unit 15	Colonial	72 Passenger, Diesel-Fueled		Base Unit Cost Per Bus	
		<b>OPTIONS: A, B, E</b>		Options PKG Per Bus	
				<b>Total Units Bid</b>	
				<b>Total Bid Price</b>	\$0.00
		<b>CHASSIS SPECIFICATIONS:</b>		<b>MAKE:</b>	
				<b>WHEELBASE:</b>	
		<b>BODY SPECIFICATIONS:</b>		<b>MAKE:</b>	
				<b>LENGTH:</b>	
Unit 16	Colonial	72 Passenger, Diesel-Fueled, with A/C, Special Ed		Base Unit Cost Per Bus	
		<b>OPTIONS: A, B, C, D, E, H</b>		Options PKG Per Bus	
				<b>Total Units Bid</b>	
				<b>Total Bid Price</b>	
		<b>CHASSIS SPECIFICATIONS:</b>		<b>MAKE:</b>	
				<b>WHEELBASE:</b>	
		<b>BODY SPECIFICATIONS:</b>		<b>MAKE:</b>	
				<b>LENGTH:</b>	
Unit 17	Colonial	54 Passenger, Diesel-Fueled, with A/C, Special Ed		Base Unit Cost Per Bus	
		<b>OPTIONS: A, B, C, D, E, H (4 rows)</b>		Options PKG Per Bus	
				<b>Total Units Bid</b>	
				<b>Total Bid Price</b>	
		<b>CHASSIS SPECIFICATIONS:</b>		<b>MAKE:</b>	
				<b>WHEELBASE:</b>	
		<b>BODY SPECIFICATIONS:</b>		<b>MAKE:</b>	
				<b>LENGTH:</b>	
Unit 18	Colonial	66 Passenger, Diesel Fueled, with lift, with A/C, Special Education		Base Unit Cost Per Bus	
		<b>OPTIONS: A, B, C, D, E, H</b>		Options PKG Per Bus	

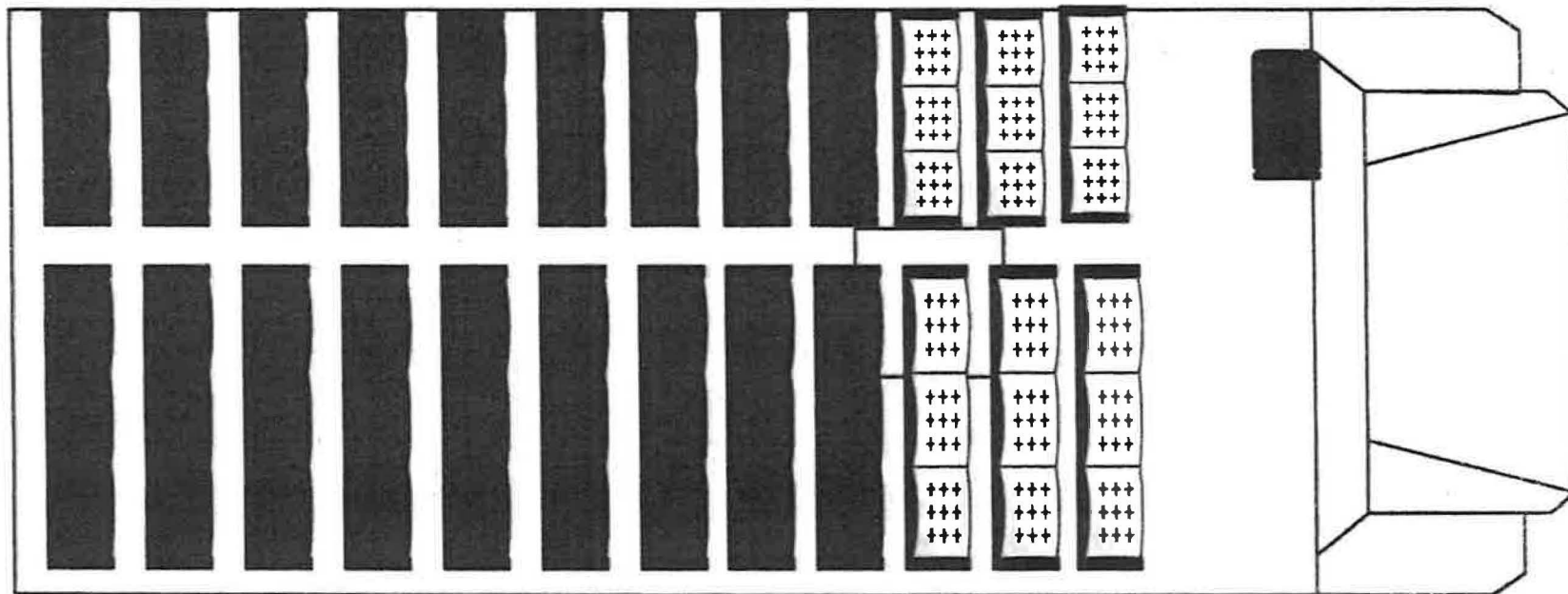


STATE OF DELAWARE  
Delaware Department of Education

				<b>Total Units Bid</b>	
				<b>Total Bid Price</b>	\$0.00
			<b>CHASSIS SPECIFICATIONS:</b>	<b>MAKE:</b>	
			<b>BODY SPECIFICATIONS:</b>	<b>WHEELBASE:</b>	
				<b>MAKE:</b>	
				<b>LENGTH:</b>	
Unit 19	Caesar Rodney	54 Passenger, Propane-Fueled, with lift, with A/C, Special Education		Base Unit Cost Per Bus	
				Options PKG Per Bus	
				<b>Total Units Bid</b>	
				<b>Total Bid Price</b>	\$0.00
				<b>MAKE:</b>	
				<b>WHEELBASE:</b>	
				<b>MAKE:</b>	

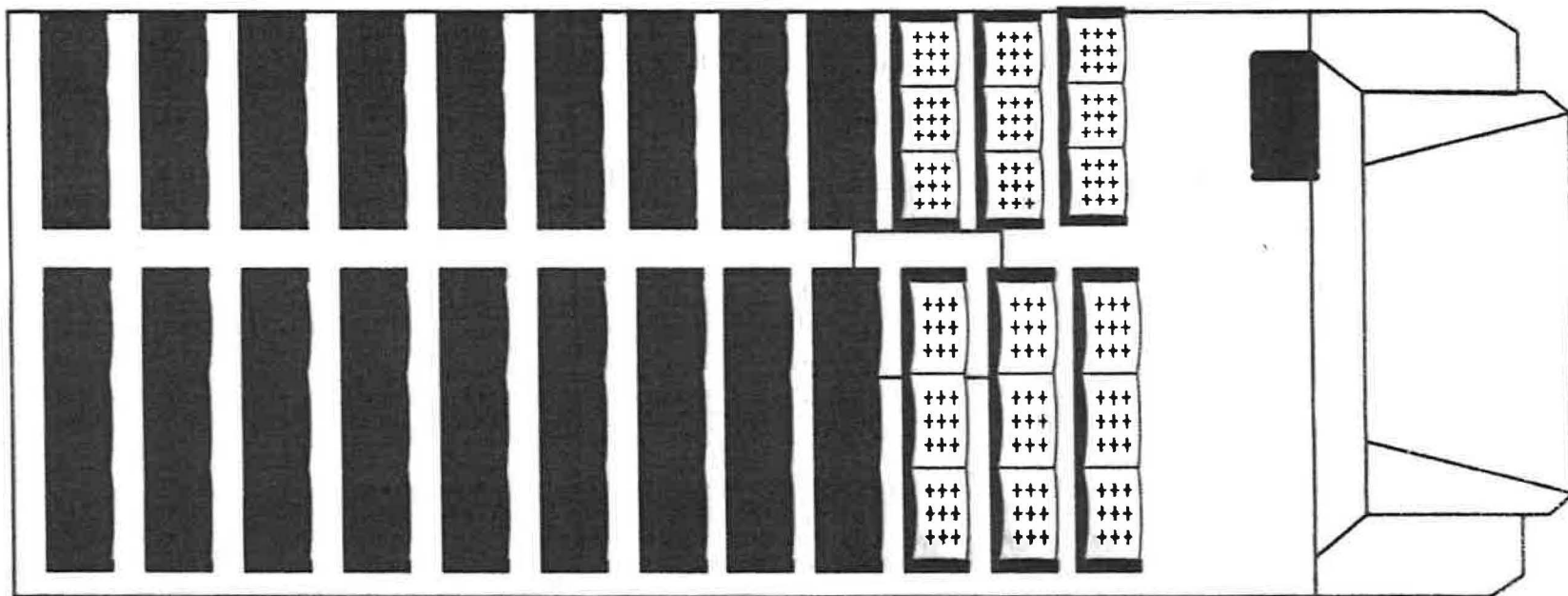
Brandywine School District  
Units # 1 - 6  
72 passenger school bus, propane-fueled  
(Options C,F,H)

19  
Buses



A large, stylized handwritten signature or scribble is located below the bus diagram.

Brandywine School District  
Units # 7-8  
72 passenger school bus, Air-Conditioned propane-  
fueled, Special Education  
(Options C,F,H)

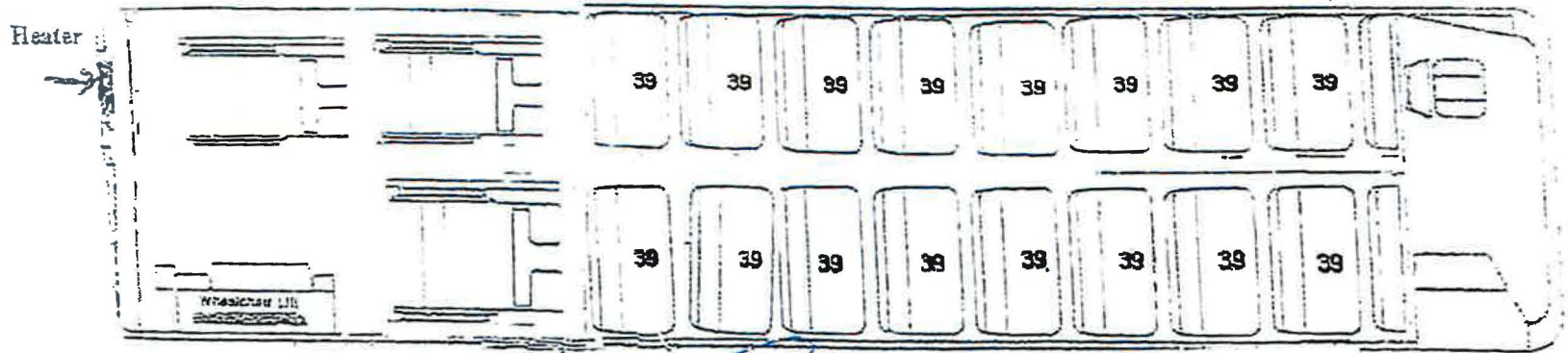


A handwritten signature in black ink, consisting of several overlapping loops and lines, located below the bus diagram.

# Brandywine School District

72 passenger school bus propane-fueled, with air conditioning with lift, Special Ed

Units 9-10  
Options: C, F, H



The first three rows will be CE  
White Integrated Child Seats

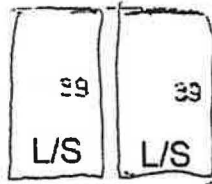
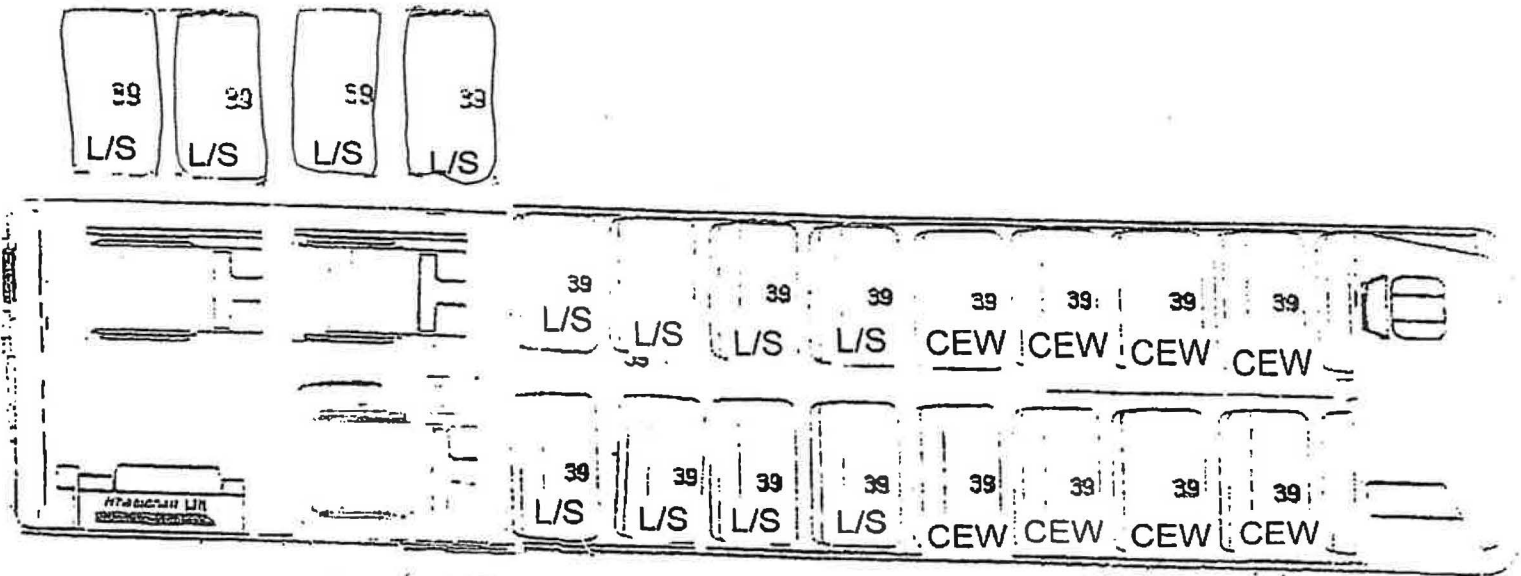
Options C, F, H

Capital School District  
 UNITS #11

72 passenger school bus, propane-fueled with lift with air conditioning, Special Ed Options.

A, C, D, F, H

39" seats mounted over W/C stations



39" seats mounted over W/C stations

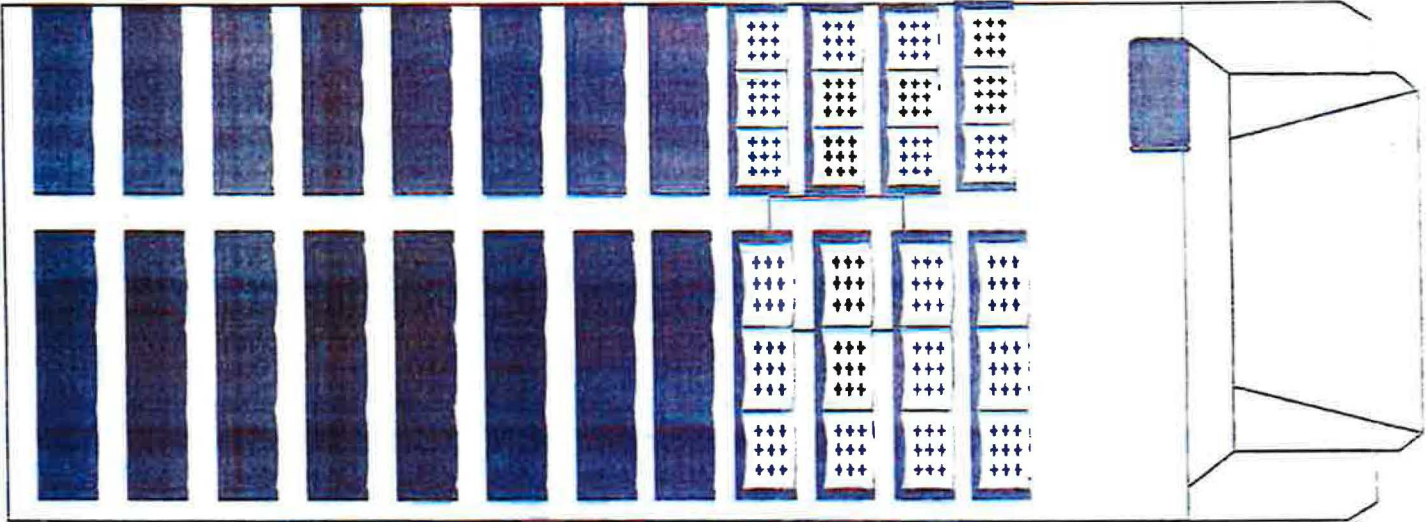
NEED ALL WHEEL CHAIR POSITIONS COVERED

BA

THE FIRST FOUR ROWS WILL BE CE WHITE INTEGRATED CHILD SEATS (CEW)

ROWS 5-8 WILL BE LAP/SHOULDER BELTS (L/S)

Capital School District  
Units # 12 & 13  
72 passenger school bus, Air-Conditioned propane-  
fueled, Special Education  
Options: A, C, D, F, H (4 rows)



BA

# Capital School District

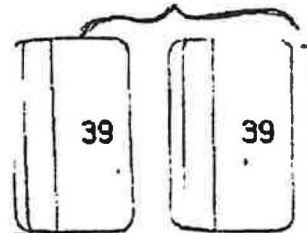
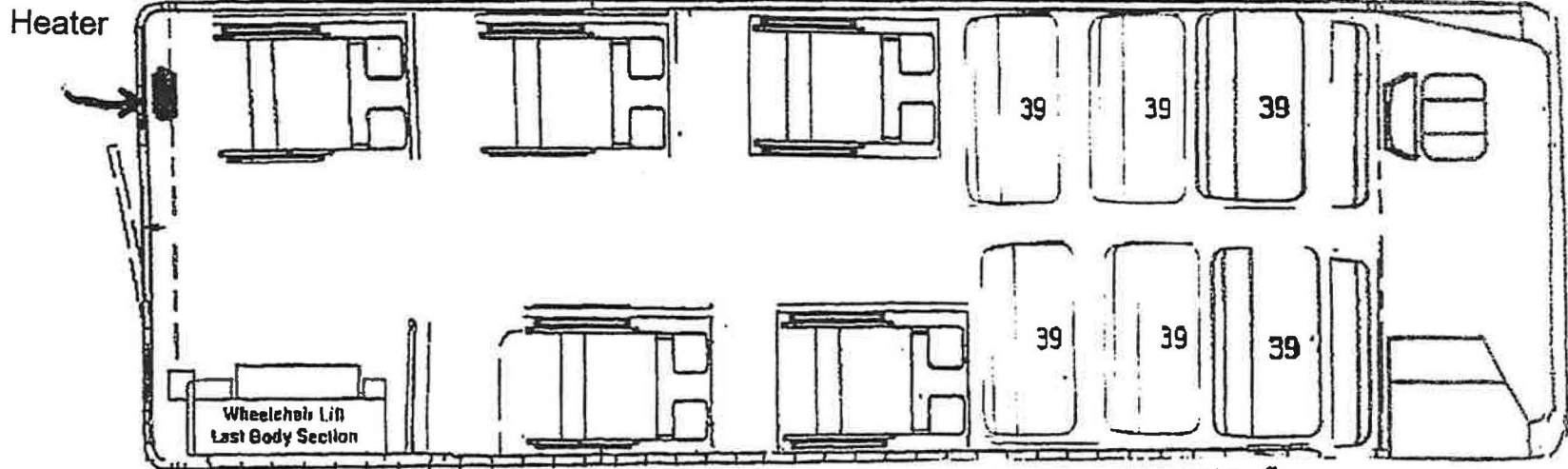
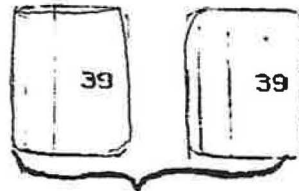
Propane Unit # 14

60 passenger school bus, -fueled with air conditioning with lift, Special Ed  
(Longest W.B. for body)

Options:

A, C, D, F, H

39" seats mounted over W/C station



39" seats mounted over W/C stations

The first <sup>four</sup> rows will be CE (4 rows)  
White Integrated Child Seats

Rows 4-5 will be lap/shoulder  
belts over w/c track stations

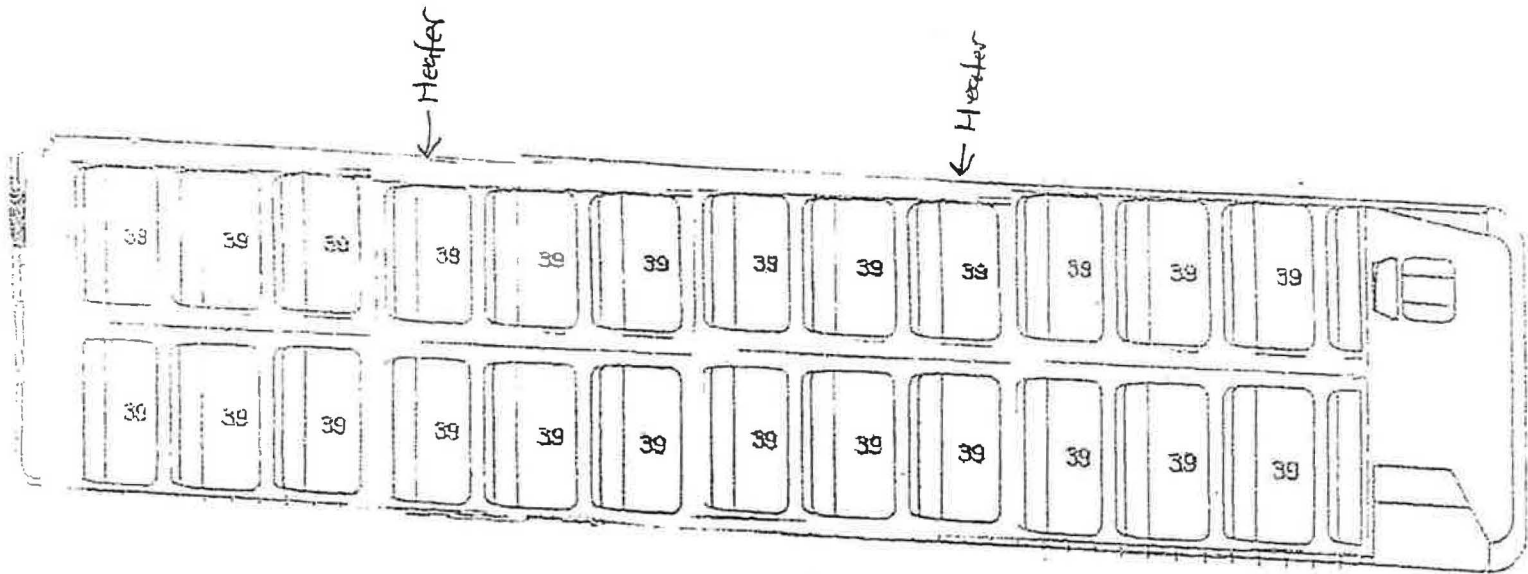
Three dedicated w/c stations

"EXPOSED"

# Colonial School District

Unit 15

72 passenger school bus, Diesel Powered  
Options A, B, E,



A. R. Muff

11 R22.5 Tires



# Colonial School District

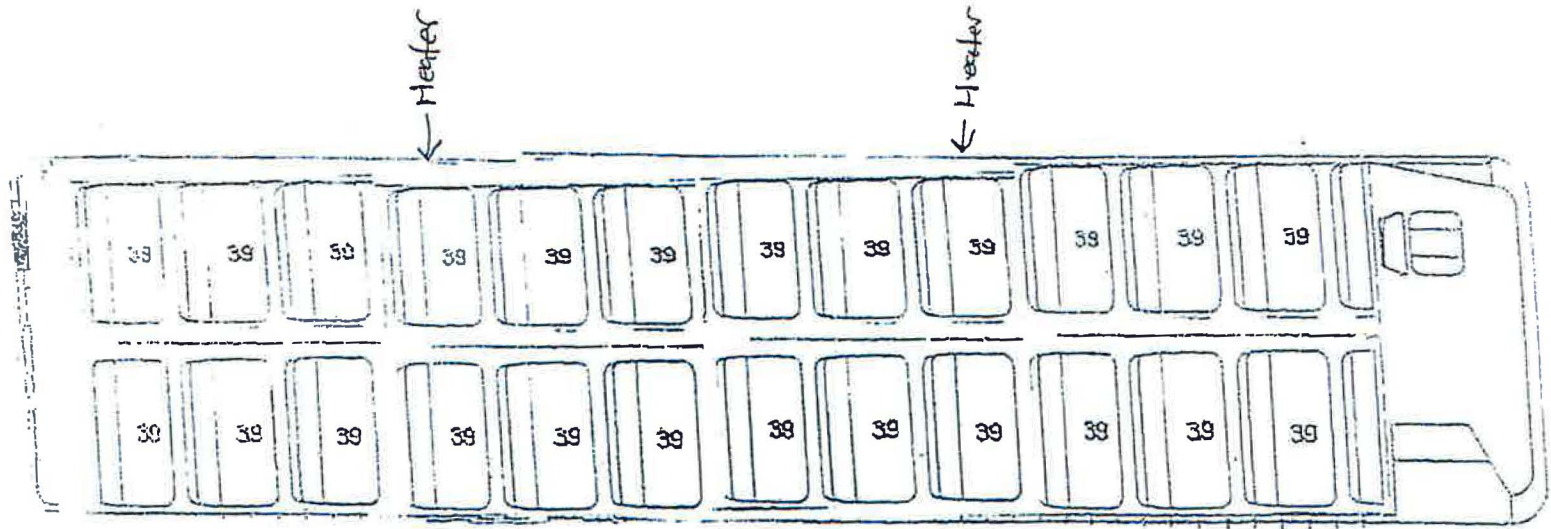
Unit 16

72 passenger school bus, Diesel Powered

Options

A B C D E H

With A/C, Special ED



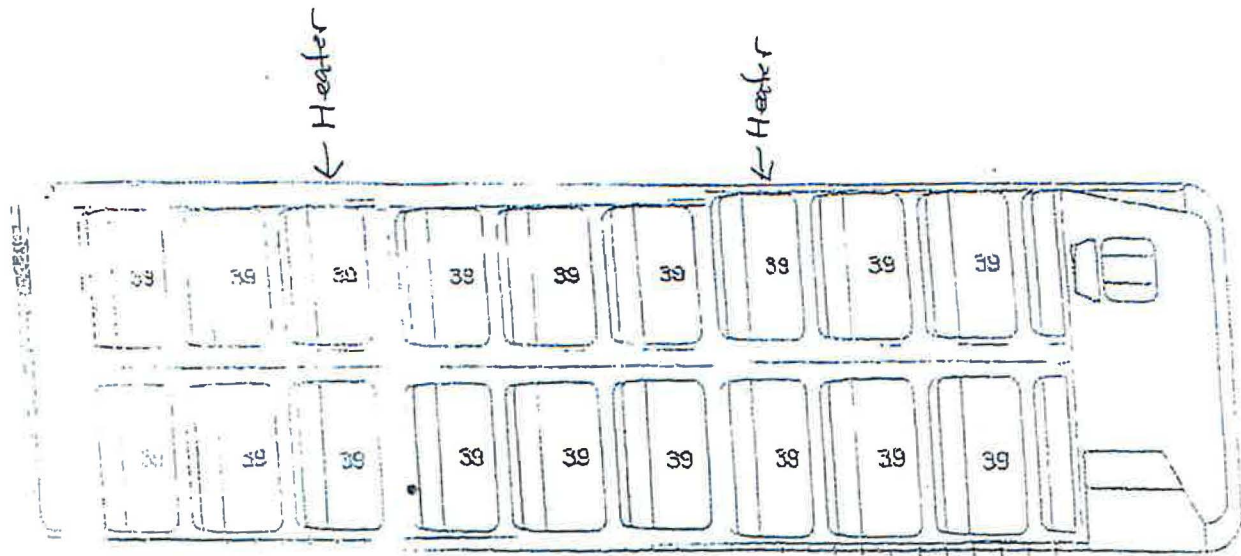
11 R22.5 Tires

A. R. Muff

Unit 17

Colonial School District

54 Passenger with A/C, Diesel powered,  
Options A, B, C, D, E, H



A.R. Miller

4 Rows C.E. White Seats

11 R 22.5 Tines

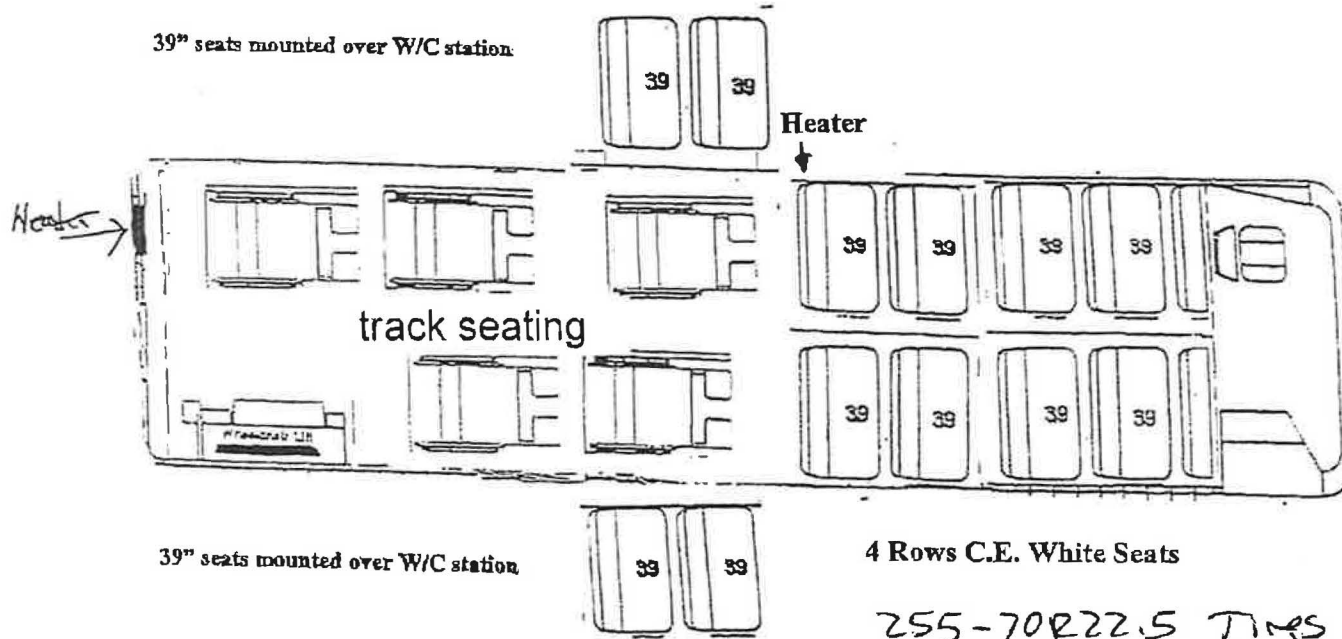
①

# Colonial School District

Unit 18

66 passenger school bus Diesel powered with air conditioning with lift, Special Ed  
(Longest W.B. for Body)

Options: A, B, C, D, E, H



4 Rows C.E. White Seats

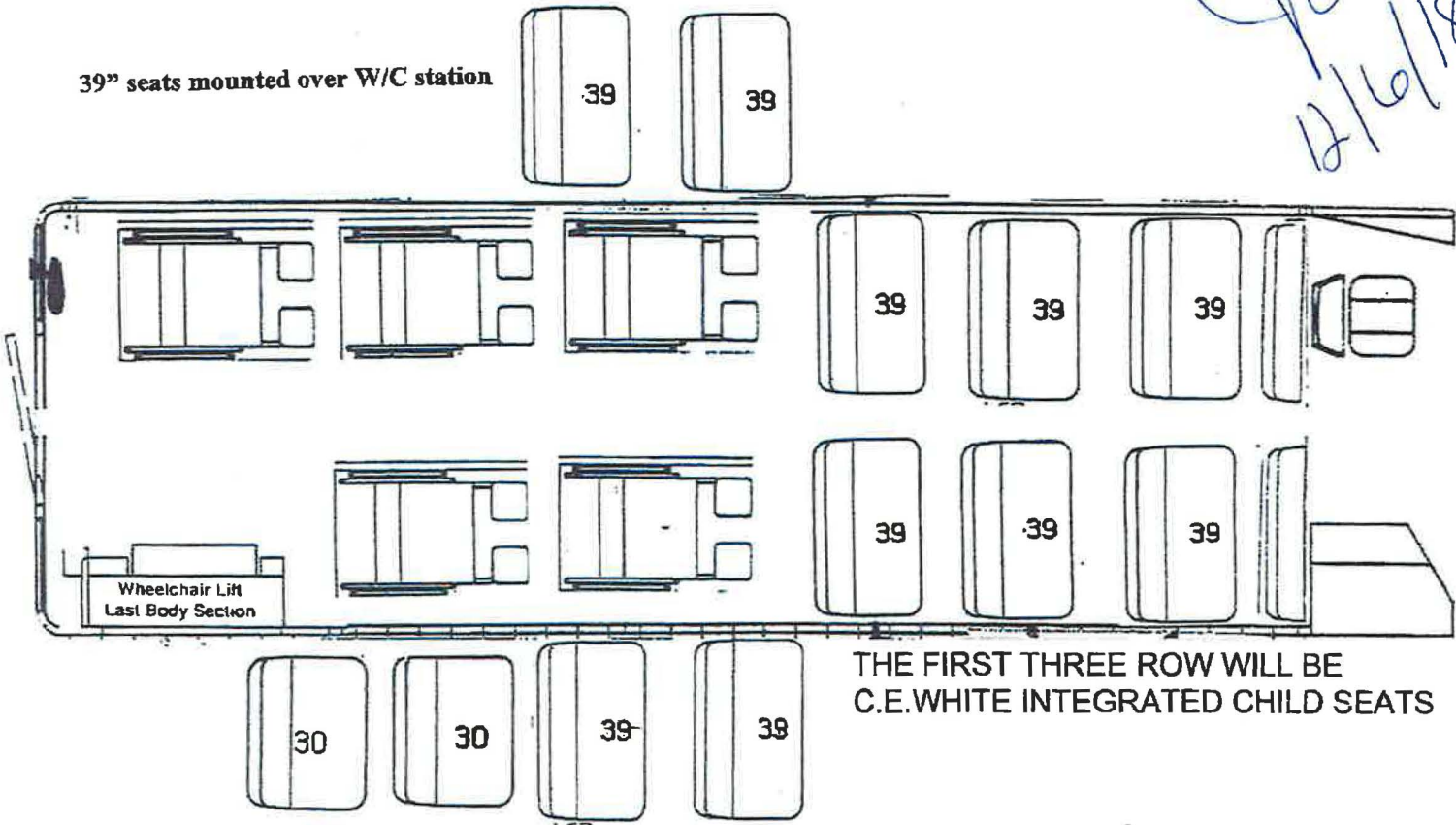
255-70R22.5 Tires

*A.L.M.*

Rows 5-6 will have lap/shoulder belts, LATCH

Caesar Rodney School District  
 UNITS # 19  
 54 passenger school buses  
 Propane-Fueled with Air Conditioning with Lift, Special Ed  
 Options: A, B, C, D, F, H

*Handwritten signature*  
 12/6/18



39" seats mounted over W/C station

Wheelchair Lift  
 Last Body Section

THE FIRST THREE ROW WILL BE  
 C.E. WHITE INTEGRATED CHILD SEATS

30" seats mounted over W/C station

39" seats mounted over W/C station: