

**State of Delaware
Department of Education**

SCHOOL BUSES

**Invitation to Bid
Contract No. ITB DOE 2015-05**

NOVEMBER 7, 2014

**- *Deadline to Respond* -
DECEMBER 10, 2014 3:00 P.M.
DEPARTMENT OF EDUCATION, CABINET ROOM**

CONTRACT NO. ITB DOE 2015-05

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for ITB DOE 2015-05 School Buses. For purchase of up to 51 new 2015 model school buses of various passenger sizes, some with air conditioning, and some with lifts designed for special education, which have open certificate of origin. The invitation consists of the following documents:

INVITATION TO BID - CONTRACT NO. ITB DOE 2015-05

- 1 DEFINITIONS and GENERAL PROVISIONS
- 2 SPECIAL PROVISIONS and SPECIFICATIONS
- 3 BID QUOTATION REPLY SECTION
 - A - NO BID REPLY FORM
 - B - BID BOND
 - C - NON-COLLUSION STATEMENT AND ACCEPTANCE
 - D - OFFICE OF SUPPLIER DIVERSITY (OSD) APPLICATION

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 ITB DOE 2015-05, by **3:00 p.m. local time, Wednesday December 10, 2014**

Bids shall be submitted to:

Kim D. Wheatley
Director, Financial Reform Resources
Department of Education
Townsend Building
401 Federal Street, Suite 2
Dover, DE 19901

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 call (302) 735-4040.

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**Delaware Department of Education
Financial Reform Resources
School Transportation**

**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.

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.

DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

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.

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

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.

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.

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.

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 it has contracted.

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 Agency.

CONTRACT BOND: The approved form of security furnished by the contractors and its surety is a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

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. **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.

4. **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.

5. **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.

6. **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).

7. **PROPOSAL GUARANTY; BID BOND:**

Each offeror shall furnish a bond to the State of Delaware for the benefit of Government Support Services 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 Department of Education in an amount equal to 10% of the respective proposed value may be submitted in lieu of a bid bond. (Performance bond for this bid is waived.)

8. **DELIVERY OF PROPOSALS:**

All bids for this project must be submitted to the Department of Education, in a **sealed package on or before 3:00 p.m., local time, Wednesday, December 10, 2014**. The outside of the package must be clearly labeled as **ITB DOE 2015-05**. At this time, the sealed bids will be opened and recorded in the **Library Conference Room of the Townsend Building**, 401 Federal Street, Dover, DE 19901. It is recommended the bid be delivered through a special carrier service such as UPS, RPS or FEDEX. The

offerror is responsible for ensuring that the sealed competitive bid is delivered by the required time and assmes all risk of delivery. Bids received in the room designated after the set time for receipt **will not be considered and will be returned unopened.**

All proposals must be sent to the attention of:

Kim D. Wheatley
Director, Financial Reform Resources
Department of Education
Townsend Building
401 Federal Street, Suite 2
Dover, DE 19901

9. **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.

10. **PUBLIC OPENING OF PROPOSALS:**

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

11. **PUBLIC INSPECTION OF PROPOSALS:**

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.

12. **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. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- f. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

SECTION B - AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF BIDS:

It is the intent of the Department to support the cost of the lowest priced base unit as specified meeting Delaware Department of Education Regulation 1104, Standards for School Buses. Prices for specific add-on option packages are being requested to allow school districts to add those options they desire and choose to purchase.

The bids will be awarded on the basis of the lowest priced total bus including the options chosen by the school district receiving the buses.

The districts will pay for the option packages.

In several groupings because of possible combinations of options on different chassis that may affect the price, we have included some supplemental bid sheets. The bid is specific and no exceptions will be accepted.

Groupings are as follows:

<u>UNITS</u>	<u>DISTRICTS</u>
Group # 1-Units #1-5	Christina
Group # 2-Units #6-9	Cape Henlopen
Group # 3-Unit #10	Christina
Group # 4-Unit #11	Christina
Group # 5-Unit #12	Colonial
Group # 6-Units #13-14	Colonial
Group # 7-Unit #15	Colonial
Group # 8-Unit #16	Capital
Group # 9-Unit #17	Seaford
Group # 10-Units #18-19	Christina
Group # 11-Units #20-21	Red Clay
Group # 12-Unit #22	Colonial
Group # 13-Unit #23	Red Clay
Group # 14-Units #24-25	Red Clay
Group # 15-Units #26-35	Christina
Group # 16-Units #36-40	Brandywine
Group # 17-Unit #41	Woodbridge
Group # 18-Units #42-43	Red Clay
Group # 19-Units #44-45	Brandywine
Group # 20-Unit #46	Brandywine
Group # 21-Unit #47	Indian River
Group # 22-Units #48-49	Colonial
Group # 23-Unit #50	Colonial
Group # 24-Unit #51	DOE

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:**

We anticipate approval of the bid awards by January 9, 2015. Purchase orders will follow within two weeks. Vendors should base their planning on this schedule for their contracted deliveries.

If you have any questions regarding this bid package or specifications, please call Ron Love, School Transportation, Delaware Department of Education at (302) 735-4280.

4. **EXECUTION OF CONTRACT:**

- a. 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.
- b. If the successful bidder fails to execute the required contract and 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 Agency may decide.

5. **REQUIREMENT OF CONTRACT BOND:**

- a. Successful bidders shall furnish bond, simultaneously with the execution of the formal contract, to the State of Delaware for the benefit of the Agency 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.
- b. The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.

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. All paperwork such as title applications, c.o.'s, warranties, etc. will be presented to the State Supervisor of Transportation upon delivery of each unit. A line ticket showing components of chassis and service manual shall accompany each set of units for each district. *For district buses the title applications and c.o.'s shall state "Delaware Department of Education, c/o (name) School District."*

7. **THE CONTRACT(S):**

The contract(s) with the successful bidders will be executed with the Delaware Department of Education, Financial Reform Resources School Transportation acting for all participating agencies.

8. **INFORMATION REQUIREMENT:**

The successful bidders shall be required to advise the Delaware Department of Education, Financial Reform Resources, School Transportation of the gross amount of purchases made as a result of the contract.

9. **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.

10. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the 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 termination.

11. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor 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 Contractor of such termination and specifying the effective date thereof, at least 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 Contractor under this Contract shall, at the option of the State, become its property, and the Contractor 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.

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 Agency 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 Agency, 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. **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.

4. **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 Agency, 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.

5. **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 Agency. 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.

6. **BID EVALUATION AND AWARD:**

The Delaware Department of Education, Financial Reform Resources, School Transportation 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, Financial Reform Resources, School Transportation in making judgment. In case of error in price extension, the unit price(s) shall prevail.

7. **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.

STATE OF DELAWARE
DEPARTMENT OF EDUCATION
FINANCIAL REFORM RESOURCES
SCHOOL TRANSPORTATION

CONTRACT NO. ITB 2015-05 School Buses
SPECIAL PROVISIONS

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover School Bus requirements.

2. **CONTRACT PERIOD:**

Each vendor's contract shall be valid for one year from December 10, 2014 through December 10, 2015.

3. **PRICES:**

Prices shall remain firm for the term of the contract.

4. **MOST-FAVORED CUSTOMER:**

The contractor shall not offer to others prices lower than those provided in the contract, or if lower prices are offered they must also apply to the subject contract.

5. **PRICE ADJUSTMENT:**

If agreement is reached to extend this contract for the second, optional year, Delaware Department of Education, Financial Reform Resources School Transportation 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.

6. **DELIVERY TERMS:**

The units are expected to be delivered on or before August 15, 2015. 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 15.

Buses will be delivered to the district specified on page 7. **Authorized warranty repair facilities shall be located within 60 miles of a purchaser.**

With the exception of fuel, all fluid levels shall be at 100%.

All units must be inspected, have a Delaware school bus inspection sticker affixed to the windshield, have a temporary tag affixed and be delivered to the specified school districts.

STATE OF DELAWARE
DEPARTMENT OF EDUCATION
FINANCIAL REFORM RESOURCES
SCHOOL TRANSPORTATION

7. **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 and options that may be desired. 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.

8. **FUNDING OUT:**

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

9. **BOND REQUIREMENT:**

Each offeror shall furnish a bond to the State of Delaware for the benefit of the 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 Department of Education in an amount equal to 10% of the respective proposed value may be submitted in lieu of a bid bond. (Performance bond for this bid is waived.)

10. **MANDATORY INSURANCE REQUIREMENTS:**

A. Certificate of Insurance and/or copies of insurance policies for the following:

1. 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 Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.

a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

and

b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

or

c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.

or

d. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

STATE OF DELAWARE
DEPARTMENT OF EDUCATION
FINANCIAL REFORM RESOURCES
SCHOOL TRANSPORTATION

2. 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.
3. Forty-five (45) days written notice of cancellation or material change of any policies is required.

Administrator, Kim Wheatley
Contract No. ITB 2015-05

Kim D. Wheatley
Director, Financial Reform Resources
Department of Education
Townsend Building
401 Federal Street, Suite 2
Dover, DE 19901

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

11. **BASIS OF AWARD:**

The Delaware Department of Education, Financial Reform Resources, School Transportation 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.

The Delaware Department of Education, Financial Reform Resources, School Transportation 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.

12. **STATE OF DELAWARE BUSINESS LICENSE:**

Prior to receiving an award, the successful vendor shall either furnish Delaware Department of Education Financial Reform Resources, School Transportation 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 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.

13. **HOLD HARMLESS:**

The successful bidder agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the successful bidder, its employees,

STATE OF DELAWARE
DEPARTMENT OF EDUCATION
FINANCIAL REFORM RESOURCES
SCHOOL TRANSPORTATION

and invitees on or about the premises and which arise out of the successful bidder's performance, or failure to perform as specified in the Agreement.

14. **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.

15. **LIQUIDATED DAMAGES CLAUSE:**

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 August 16 and October 1, liquidated damages will be in amount of \$75.00 per working day. If delivered October 1, or later, the liquidated damages will be in the amount of the minimal rental fees charged (\$2,250.00 per month as of bid preparation date, one month minimum, which is \$75.00 per day for each month). This means monthly charges for each unit for each month or partial period over each month.

In the event the buses are not delivered on time, we will accept a loaner school bus of comparable size, Delaware specifications; and subject to our approval and acceptance, in lieu of liquidated damages until our school bus is delivered. The vendor must make their intention known to us on or before July 16, 2015 relative to delivery.

16. **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.

17. **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.

STATE OF DELAWARE
DEPARTMENT OF EDUCATION
FINANCIAL REFORM RESOURCES
SCHOOL TRANSPORTATION

18. **EXCEPTIONS:**

Bidders may elect to take minor exception to the terms and conditions of this ITB DOE 2015-05, Delaware Department of Education, Financial Reform Resources, School Transportation shall evaluate each exception according to the intent of the terms and conditions contained herein, but the Delaware

Department of Education, Financial Reform Resources, School Transportation 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.

19. **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.

20. **ORDERING PROCEDURE:**

All buses must be constructed and equipped to meet **Delaware Department of Education Regulation 1104, Standards for School Buses placed in production on or after January 1, 2012** (Terminology and School Bus Types are Those Described in the *National School Transportation Specifications and Procedures (NSTSP)*, May 2010- available at <http://www.ncstonline.org>) including the changes which are noted in paragraph 14, and all Federal regulations relating to these school buses. Delaware Department of Education Regulation 1104 can be found on the internet at the DOE website:

<http://www.state.de.us/research/AdminCode/Education/Frame.htm>, Go to 1100
Transportation, then select 1104.

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.

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

21. **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.

STATE OF DELAWARE
DEPARTMENT OF EDUCATION
FINANCIAL REFORM RESOURCES
SCHOOL TRANSPORTATION

22. **PAYMENT:**

The agency 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. The districts will pay for the option packages.

23. **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, Department of Education, Financial Reform Resources, School Transportation. The awarded vendor(s) will be required to complete the new W-9 Form by visiting the Division of Accounting's Website: <http://accounting.delaware.gov> .

24. **CONTRACTOR RESPONSIBILITY:**

The State will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this ITB. Subcontractors, if any, shall be clearly identified in the financial proposal.

25. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the 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 termination.

26. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor 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 Contractor of such termination and specifying the effective date thereof, at least 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 Contractor under this Contract shall, at the option of the State, become its property, and the Contractor 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.

STATE OF DELAWARE
DEPARTMENT OF EDUCATION
FINANCIAL REFORM RESOURCES
SCHOOL TRANSPORTATION

TECHNICAL SPECIFICATIONS

1. School bus basic package for this bid:

Chassis:

- **In-line, six cylinder diesel engines for Units 12-49.**
- **Units 50 and 51 (Propane) shall have tanks with a minimum usable capacity of 67 gallons.**
- One spare rim shall be provided
- Tires – 10R22.5 on 36-72 passenger (not on flat floor buses) and 245x70R225 or 255x70R225 on flat floor buses and 11R22.5 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. Use “RED CLAY CONSOLIDATED SCHOOL DISTRICT” for Units 20-21, 23, 24-25, and 42-43. Use “INDIAN RIVER SCHOOL DISTRICT” for Unit 41. No district identification on Unit 50.
- 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.**

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.

2. Air Conditioned School Buses:

- a. Condensers shall be exterior, roof mounted on buses 36 passenger and above.

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, locations, and indentities indicated 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.

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

Option Package C:

- Tinted Glass

Option Package D:

- White Top

Option Package E:

- 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 F:

- Air Suspension Driver Seat

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.

4. The Department of Education structures its bids for buses so public school bus contractors will be permitted to purchase buses from the successful low bidder at the same price as the State of Delaware. This bidding is only for State of Delaware school bus contractors and in no way should affect this bid. A separate list of provisions enumerated by a representative group of manufacturers and distributors is included below for your perusal regarding contractor purchases. 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 contractor 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.

Updated 7/9/14

- c. The bus must be picked up at the local vendors 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. Contractor 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.
- i. All warranties shall be per the manufacturers with no express or implied dealer warranties beyond the manufacturers' warranties.

BID QUOTATION REPLY SECTION

CONTRACT NO. ITB DOE 2015-05

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 ITB DOE 2015-05 to Delaware Department of Education, Financial Reform Resources, School Transportation by **3:00 p.m. Wednesday, December 10, 2014** at which time bids will be opened.

Bids shall be submitted to:

Kim D. Wheatley
Director, Financial Reform Resources
Department of Education
Townsend Building
401 Federal Street, Suite 2
Dover, DE 19901

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 agency 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

ITB DOE 2015-05

UNITS #1-5 – Christina - 5 units

36 passenger school buses, Special Ed

Option Packages: H (First 4 rows of seats)

UNITS #6-9 - Cape Henlopen - 4 units

48 passenger school buses with air conditioning, Special Ed

Option Packages: A and H

UNIT #10 – Christina- 1 unit

48 passenger school bus with air conditioning, Special Ed

Option Package: H (First 4 rows of seats)

UNIT #11 – Christina - 1 unit

48 passenger school bus with lift and air conditioning, Special Ed

Option Packages: B and H (First 4 rows of seats)

UNIT #12 - Colonial - 1 unit

54 passenger school bus, Special Ed

Option Packages: A, B, E, F, and H.

UNITS #13-14 - Colonial - 2 units

60 passenger school buses with lift and air conditioning, Special Ed

Option Packages: A, B, E, F and H

ITB DOE 2015-05

UNIT #15 – Colonial - 1 unit

60 passenger school bus with lift and air conditioning, Special Ed

Option Packages: A, B, E, F and H

UNIT #16 – Capital - 1 unit

60 passenger school bus with lift and air conditioning, Special Ed

Option Packages: None

UNIT #17 – Seaford - 1 unit

60 passenger school bus with lift and air conditioning, Special Ed

Option Packages: None

UNITS #18-19 – Christina - 2 units

60 passenger school buses with lift and air conditioning, Special Ed

Option Packages: B and H (First 4 rows of seats)

UNITS #20-21 – Red Clay - 2 units

60 passenger school buses with lift and air conditioning, Special Ed

Option Package: H

UNIT #22 - Colonial - 1 unit

66 passenger school bus with lift and air conditioning, Special Ed

Option Packages: A, B, E, F and H (see diagram)

UNIT #23 - Red Clay - 1 unit

72 passenger school bus, Not Special Ed.

Option Packages: D and H

ITB DOE 2015-05

UNITS #24-25 – Red Clay - 2 units

72 passenger school buses

Option Packages: C and D

UNITS #26-35 – Christina - 10 units

72 passenger school buses

Option Packages: C and D

UNITS #36-40 – Brandywine - 5 units

72 passenger school buses

Option Packages: C and D

UNIT #41– Woodbridge - 1 unit

72 passenger school bus

Option Packages: C and D

UNITS #42-43 – Red Clay - 2 units

72 passenger school buses with lift, Not Special Ed.

Option Packages: C and D

UNITS #44-45 – Brandywine - 2 units

72 passenger school buses, Not Special Ed (11 rows of seats)

Option Packages: C, D, and H (First 5 rows of seats)

UNIT #46 – Brandywine - 1 unit

72 passenger school bus with lift, Not Special Ed (11 rows of seats)

Option Packages: C, D, and H (First 5 rows of seats)

ITB DOE 2015-05

UNIT #47 – Indian River - 1 unit

72 passenger school bus with lift and air conditioning, Special Ed.

Option Packages: A, B, E and F

UNITS #48-49 – Colonial - 2 units

84 passenger school buses, Type D, front engine

Option Packages: A, B, E, F and G

UNIT #50 – Colonial - 1 unit

60 passenger school bus with lift and air conditioning, Special Ed., propane fuel

Option Packages: A, B, E, F, and H

UNIT #51 – DOE - 1 unit

72 passenger school bus, propane fuel

Option Packages: None

BID SHEET

**ITB DOE 2015-05
5 UNITS**

UNITS #1-5 – Christina

**NEW 2015 MODEL 36 PASSENGER SCHOOL BUSES, (SPECIAL ED), WITH OPEN
CERTIFICATE OF ORIGIN**

Delivery date:

CHASSIS

BODY

Make: _____ Make: _____

Wheelbase: _____ Length: _____

BASE UNIT COST PER BUS \$ _____

OPTIONS To be bid as one package:

TOTAL bid price for OPTION PACKAGE per bus \$ _____
(as listed in specifications)

Total Bid Price \$ _____

Phone Number

Bidder's Name

Street

City State Zip

BID SHEET

**ITB DOE 2015-05
4 UNITS**

UNITS #6-9 – Cape Henlopen

**NEW 2015 MODEL 36 PASSENGER SCHOOL BUSES WITH AIR CONDITIONING,
(SPECIAL ED), WITH OPEN CERTIFICATE OF ORIGIN**

Delivery date:

CHASSIS

BODY

Make: _____

Make: _____

Wheelbase: _____

Length: _____

BASE UNIT COST PER BUS \$ _____

OPTIONS To be bid as one package:

TOTAL bid price for OPTION PACKAGE per bus \$ _____
(as listed in specifications)

Total Bid Price \$ _____

Phone Number

Bidder's Name

Street

City State Zip

BID SHEET

**ITB DOE 2015-05
1 UNIT**

UNIT #10 – Christina

**NEW 2015 MODEL 48 PASSENGER SCHOOL BUS WITH AIR CONDITIONING,
(SPECIAL ED), WITH OPEN CERTIFICATE OF ORIGIN**

Delivery date:

CHASSIS

BODY

Make: _____ Make: _____

Wheelbase: _____ Length: _____

BASE UNIT COST PER BUS \$ _____

OPTIONS To be bid as one package:

TOTAL bid price for OPTION PACKAGE per bus \$ _____
(as listed in specifications)

Total Bid Price \$ _____

Phone Number

Bidder's Name

Street

City State Zip

BID SHEET

ITB DOE 2015-05

1 UNIT

UNIT #11 – Christina

**NEW 2015 MODEL 48 PASSENGER SCHOOL BUS WITH LIFT AND AIR
CONDITIONING, (SPECIAL ED), WITH OPEN CERTIFICATE OF ORIGIN**

Delivery date:

CHASSIS

BODY

Make: _____ Make: _____

Wheelbase: _____ Length: _____

BASE UNIT COST PER BUS \$ _____

OPTIONS To be bid as one package:

TOTAL bid price for OPTION PACKAGE per bus \$ _____
(as listed in specifications)

Total Bid Price \$ _____

Phone Number

Bidder's Name

Street

City

State

Zip

BID SHEET

**ITB DOE 2015-05
1 UNIT**

UNIT #12 – Colonial

**NEW 2015 MODEL 54 PASSENGER SCHOOL BUS, (SPECIAL ED), WITH OPEN
CERTIFICATE OF ORIGIN**

Delivery date:

CHASSIS

BODY

Make: _____ Make: _____

Wheelbase: _____ Length: _____

BASE UNIT COST PER BUS \$ _____

OPTIONS To be bid as one package:

TOTAL bid price for OPTION PACKAGE per bus \$ _____
(as listed in specifications)

Total Bid Price \$ _____

Phone Number

Bidder's Name

Street

City State ZIP

BID SHEET

**ITB DOE 2015-05
2 UNITS**

UNITS #13-14 – Colonial

**NEW 2015 MODEL 60 PASSENGER SCHOOL BUSES WITH LIFT AND AIR
CONDITIONING, (SPECIAL ED), WITH OPEN CERTIFICATE OF ORIGIN**

Delivery date:

CHASSIS

BODY

Make: _____ Make: _____

Wheelbase: _____ Length: _____

BASE UNIT COST PER BUS \$ _____

OPTIONS To be bid as one package:

TOTAL bid price for OPTION PACKAGE per bus \$ _____
(as listed in specifications)

Total Bid Price \$ _____

Phone Number

Bidder's Name

Street

City

State

ZIP

BID SHEET

**ITB DOE 2015-05
1 UNIT**

UNIT #15 – Colonial

**NEW 2015 MODEL 60 PASSENGER SCHOOL BUS WITH LIFT AND AIR
CONDITIONING, (SPECIAL ED), WITH OPEN CERTIFICATE OF ORIGIN**

Delivery date:

CHASSIS

BODY

Make: _____ Make: _____

Wheelbase: _____ Length: _____

BASE UNIT COST PER BUS \$ _____

OPTIONS To be bid as one package:

TOTAL bid price for OPTION PACKAGE per bus \$ _____
(as listed in specifications)

Total Bid Price \$ _____

Phone Number

Bidder's Name

Street

City State ZIP

BID SHEET

**ITB DOE 2015-05
1 UNIT**

UNIT #16 – Capital

**NEW 2015 MODEL 60 PASSENGER SCHOOL BUS WITH LIFT AND AIR
CONDITIONING, (SPECIAL ED), WITH OPEN CERTIFICATE OF ORIGIN**

Delivery date:

CHASSIS

BODY

Make: _____ Make: _____

Wheelbase: _____ Length: _____

BASE UNIT COST PER BUS \$ _____

OPTIONS To be bid as one package:

TOTAL bid price for OPTION PACKAGE per bus \$ _____
(as listed in specifications)

Total Bid Price \$ _____

Phone Number

Bidder's Name

Street

City State Zip

BID SHEET

ITB DOE 2015-05

1 UNIT

UNIT #17 – Seaford

**NEW 2015 MODEL 60 PASSENGER SCHOOL BUS WITH LIFT AND AIR
CONDITIONING, (SPECIAL ED), WITH OPEN CERTIFICATE OF ORIGIN**

Delivery date:

CHASSIS

BODY

Make: _____

Make: _____

Wheelbase: _____

Length: _____

BASE UNIT COST PER BUS \$ _____

OPTIONS To be bid as one package:

TOTAL bid price for OPTION PACKAGE per bus \$ _____
(as listed in specifications)

Total Bid Price \$ _____

Phone Number

Bidder's Name

Street

City State Zip

BID SHEET

**ITB DOE 2015-05
2 UNITS**

UNITS #18-19 – Christina

**NEW 2015 MODEL 60 PASSENGER SCHOOL BUSES WITH LIFT AND AIR
CONDITIONING, (SPECIAL ED), WITH OPEN CERTIFICATE OF ORIGIN**

Delivery date:

CHASSIS

BODY

Make: _____ Make: _____

Wheelbase: _____ Length: _____

BASE UNIT COST PER BUS \$ _____

OPTIONS To be bid as one package:

TOTAL bid price for OPTION PACKAGE per bus \$ _____
(as listed in specifications)

Total Bid Price \$ _____

Phone Number

Bidder's Name

Street

City State Zip

BID SHEET

**ITB DOE 2015-05
2 UNITS**

UNITS #20-21 – Red Clay

**NEW 2015 MODEL 60 PASSENGER SCHOOL BUSES WITH LIFT AND AIR
CONDITIONING, (SPECIAL ED), WITH OPEN CERTIFICATE OF ORIGIN**

Delivery date:

CHASSIS

BODY

Make: _____ Make: _____

Wheelbase: _____ Length: _____

BASE UNIT COST PER BUS \$ _____

OPTIONS To be bid as one package:

TOTAL bid price for OPTION PACKAGE per bus \$ _____
(as listed in specifications)

Total Bid Price \$ _____

Phone Number

Bidder's Name

Street

City State Zip

BID SHEET

ITB DOE 2015-05

1 UNIT

UNIT #22 – Colonial

**NEW 2015 MODEL 66 PASSENGER SCHOOL BUS WITH LIFT AND AIR
CONDITIONING, (SPECIAL ED), WITH OPEN CERTIFICATE OF ORIGIN**

Delivery date:

CHASSIS

BODY

Make: _____ Make: _____

Wheelbase: _____ Length: _____

BASE UNIT COST PER BUS \$ _____

OPTIONS To be bid as one package:

TOTAL bid price for OPTION PACKAGE per bus \$ _____
(as listed in specifications)

Total Bid Price \$ _____

Phone Number

Bidder's Name

Street

City State Zip

BID SHEET

**ITB DOE 2015-05
1 UNIT**

UNIT #23 – Red Clay

**NEW 2015 MODEL 72 PASSENGER SCHOOL BUS (NOT SPECIAL ED.), WITH OPEN
CERTIFICATE OF ORIGIN**

Delivery date:

CHASSIS

BODY

Make: _____ Make: _____

Wheelbase: _____ Length: _____

BASE UNIT COST PER BUS \$ _____

OPTIONS To be bid as one package:

TOTAL bid price for OPTION PACKAGE per bus \$ _____
(as listed in specifications)

Total Bid Price \$ _____

Phone Number

Bidder's Name

Street

City State Zip

BID SHEET

**ITB DOE 2015-05
2 UNITS**

UNITS #24-25 – Red Clay

NEW 2015 MODEL 72 PASSENGER SCHOOL BUSES, WITH OPEN CERTIFICATE OF ORIGIN

Delivery date:

CHASSIS

BODY

Make: _____

Make: _____

Wheelbase: _____

Length: _____

BASE UNIT COST PER BUS \$ _____

OPTIONS To be bid as one package:

TOTAL bid price for OPTION PACKAGE per bus \$ _____
(as listed in specifications)

Total Bid Price \$ _____

Phone Number

Bidder's Name

Street

City State Zip

BID SHEET

**ITB DOE 2015-05
10 UNITS**

UNITS #26-35 – Christina

NEW 2015 MODEL 72 PASSENGER SCHOOL BUSES, WITH OPEN CERTIFICATE OF ORIGIN

Delivery date:

CHASSIS

BODY

Make: _____

Make: _____

Wheelbase: _____

Length: _____

BASE UNIT COST PER BUS \$ _____

OPTIONS To be bid as one package:

TOTAL bid price for OPTION PACKAGE per bus \$ _____
(as listed in specifications)

Total Bid Price \$ _____

Phone Number

Bidder's Name

Street

City State Zip

BID SHEET

**ITB DOE 2015-05
5 UNITS**

UNITS #36-40 – Brandywine

NEW 2015 MODEL 72 PASSENGER SCHOOL BUSES. WITH OPEN CERTIFICATE OF ORIGIN

Delivery date:

CHASSIS

BODY

Make: _____ Make: _____

Wheelbase: _____ Length: _____

BASE UNIT COST PER BUS \$ _____

OPTIONS To be bid as one package:

TOTAL bid price for OPTION PACKAGE per bus \$ _____
(as listed in specifications)

Total Bid Price \$ _____

Phone Number

Bidder's Name

Street

City State Zip

BID SHEET

**ITB DOE 2015-05
1 UNIT**

UNIT #41– Woodbridge

NEW 2015 MODEL 72 PASSENGER SCHOOL BUS, WITH OPEN CERTIFICATE OF ORIGIN

Delivery date:

CHASSIS

BODY

Make: _____ Make: _____

Wheelbase: _____ Length: _____

BASE UNIT COST PER BUS \$ _____

OPTIONS To be bid as one package:

TOTAL bid price for OPTION PACKAGE per bus \$ _____
(as listed in specifications)

Total Bid Price \$ _____

Phone Number

Bidder's Name

Street

City State Zip

BID SHEET

**ITB DOE 2015-05
2 UNITS**

UNITS #42-43 – Red Clay

NEW 2015 MODEL 72 PASSENGER SCHOOL BUSES WITH LIFT, WITH OPEN (NOT SPECIAL ED), CERTIFICATE OF ORIGIN

Delivery date:

CHASSIS

BODY

Make: _____ Make: _____

Wheelbase: _____ Length: _____

BASE UNIT COST PER BUS \$ _____

OPTIONS To be bid as one package:

TOTAL bid price for OPTION PACKAGE per bus \$ _____
(as listed in specifications)

Total Bid Price \$ _____

Phone Number

Bidder's Name

Street

City State Zip

BID SHEET

**ITB DOE 2015-05
2 UNITS**

UNITS #44-45 – Brandywine

NEW 2015 MODEL 72 PASSENGER SCHOOL BUSES, (NOT SPECIAL ED, 11 ROWS OF SEATS), WITH OPEN CERTIFICATE OF ORIGIN

Delivery date:

CHASSIS

BODY

Make: _____ Make: _____

Wheelbase: _____ Length: _____

BASE UNIT COST PER BUS \$ _____

OPTIONS To be bid as one package:

TOTAL bid price for OPTION PACKAGE per bus \$ _____
(as listed in specifications)

Total Bid Price \$ _____

Phone Number

Bidder's Name

Street

City State Zip

BID SHEET

**ITB DOE 2015-05
1 UNIT**

UNITS #46– Brandywine

**NEW 2015 MODEL 72 PASSENGER SCHOOL BUS WITH LIFT (NOT SPECIAL ED,
11 ROWS OF SEATS), WITH OPEN CERTIFICATE OF ORIGIN**

Delivery date:

CHASSIS

BODY

Make: _____ Make: _____

Wheelbase: _____ Length: _____

BASE UNIT COST PER BUS \$ _____

OPTIONS To be bid as one package:

TOTAL bid price for OPTION PACKAGE per bus \$ _____
(as listed in specifications)

Total Bid Price \$ _____

Phone Number

Bidder's Name

Street

City State Zip

BID SHEET

**ITB DOE 2015-05
1 UNIT**

UNIT #47 – Indian River

**NEW 2015 MODEL 72 PASSENGER SCHOOL BUS WITH LIFT AND AIR
CONDITIONING, (SPECIAL ED), WITH OPEN CERTIFICATE OF ORIGIN**

Delivery date:

CHASSIS

BODY

Make: _____ Make: _____

Wheelbase: _____ Length: _____

BASE UNIT COST PER BUS \$ _____

OPTIONS To be bid as one package:

TOTAL bid price for OPTION PACKAGE per bus \$ _____
(as listed in specifications)

Total Bid Price \$ _____

Phone Number

Bidder's Name

Street

City State Zip

BID SHEET

**ITB DOE 2015-05
2 UNITS**

UNITS #48-49 – Colonial

**NEW 2015 MODEL 84 PASSENGER SCHOOL BUSES, TYPE D, FRONT ENGINE,
WITH OPEN CERTIFICATE OF ORIGIN**

Delivery date:

CHASSIS

BODY

Make: _____

Make: _____

Wheelbase: _____

Length: _____

BASE UNIT COST PER BUS \$ _____

OPTIONS To be bid as one package:

TOTAL bid price for OPTION PACKAGE per bus \$ _____
(as listed in specifications)

Total Bid Price \$ _____

Phone Number

Bidder's Name

Street

City State Zip

BID SHEET

**ITB DOE 2015-05
1 UNIT**

UNIT #50– Colonial

**NEW 2015 MODEL 60 PASSENGER SCHOOL BUS WITH LIFT AND AIR
CONDITIONING, PROPANE FUEL, WITH OPEN CERTIFICATE OF ORIGIN**

Delivery date:

CHASSIS

BODY

Make: _____ Make: _____

Wheelbase: _____ Length: _____

BASE UNIT COST PER BUS \$ _____

OPTIONS To be bid as one package:

TOTAL bid price for OPTION PACKAGE per bus \$ _____
(as listed in specifications)

Total Bid Price \$ _____

Phone Number

Bidder's Name

Street

City State Zip

BID SHEET

**ITB DOE 2015-05
1 UNIT**

UNIT #51- DOE

**NEW 2015 MODEL 72 PASSENGER SCHOOL BUS, PROPANE FUEL, WITH OPEN
CERTIFICATE OF ORIGIN**

Delivery date:

CHASSIS

BODY

Make: _____ Make: _____

Wheelbase: _____ Length: _____

BASE UNIT COST PER BUS \$ _____

OPTIONS To be bid as one package:

TOTAL bid price for OPTION PACKAGE per bus \$ _____
(as listed in specifications)

Total Bid Price \$ _____

Phone Number

Bidder's Name

Street

City State Zip

STATE OF DELAWARE
DEPARTMENT OF EDUCATION
FINANCIAL REFORM RESOURCES, SCHOOL TRANSPORTATION
TOWNSEND BUILDING
401 FEDERAL STREET, DOVER, DE 19901

NO BID REPLY FORM

BID #: ITB DOE 2015-05 **BID 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.**

STATE OF DELAWARE
DEPARTMENT OF EDUCATION
FINANCIAL REFORM RESOURCES, SCHOOL TRANSPORTATION

Attachment B

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 _____ (Seal)
Name of Bidder (Principal)

Witness

_____ BY _____
(Seal) Corporate Seal Title

_____ BY _____ (Seal)
Name of Surety Title

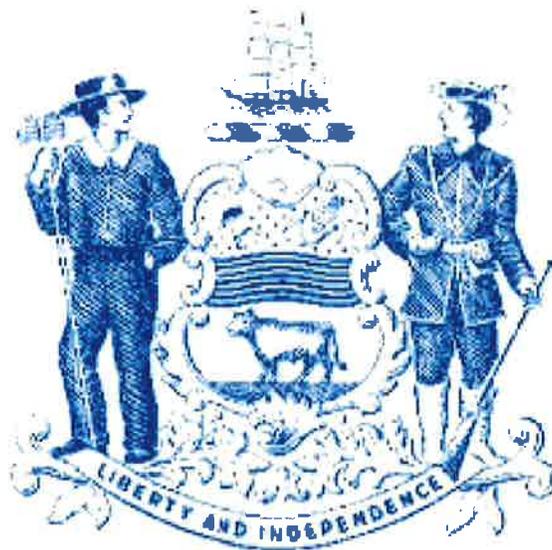


State of Delaware
Office of Supplier Diversity
Certification Application

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
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.

November 7, 2014

Delaware MEP
400 Stanton-Christiana Road - Suite A-158
Newark, DE 19713

To Whom It May Concern:

Delaware Department of Education, Financial Reform Resources, School Transportation currently has the following procurement opportunity available and would appreciate your efforts in notifying Delaware companies who may be interested in reviewing the contract specifications and submitting a bid.

1. Contract Description: School Buses
2. Contact Person: Ron Love
Phone No. (302) 735-4280
3. Contract No. ITB DOE 2015-05
4. Bid Deadline: 3:00 p.m. local time, Wednesday, December 10, 2014
5. Bid Opening Location: Delaware Department of Education, Townsend Building, Cabinet Room, 401 Federal Street, Dover, Delaware 19901.

All bids must clearly display the contract number on the sealed envelope.

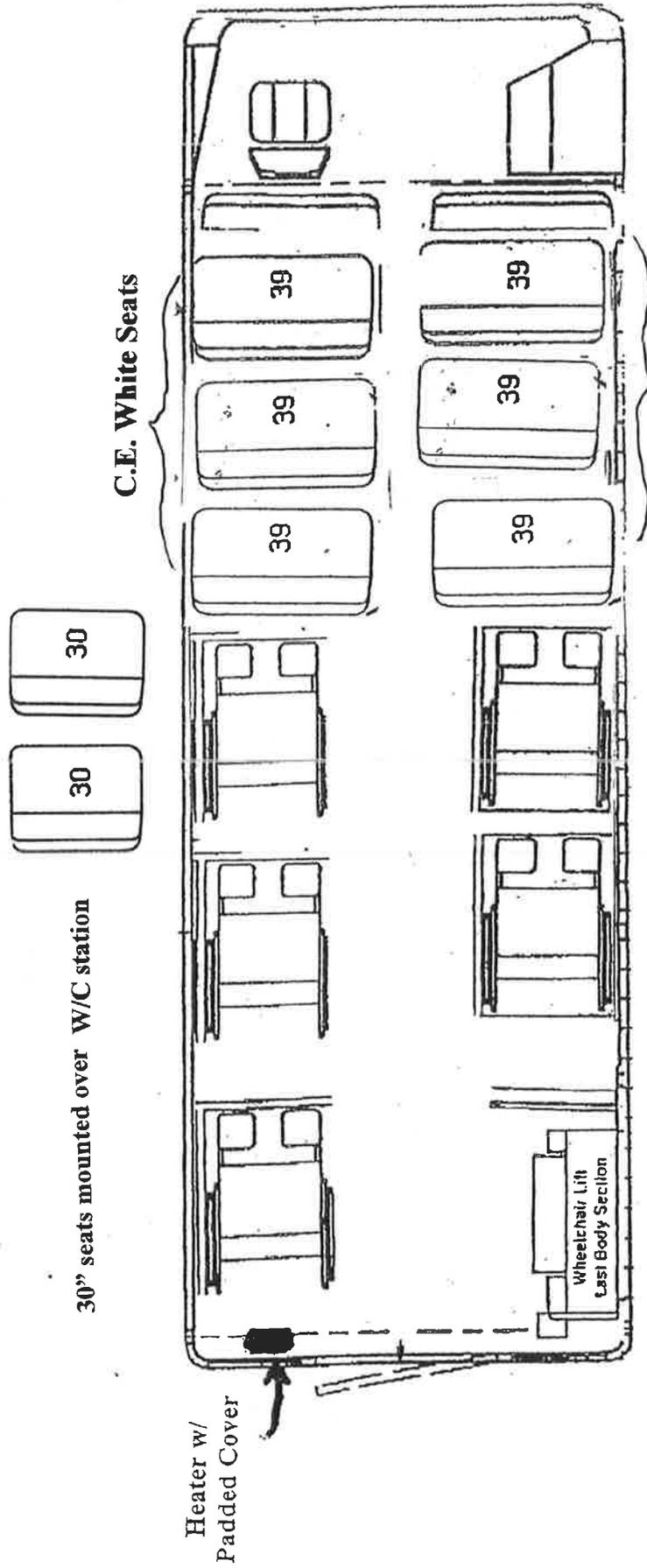
Sincerely,

Kim D. Wheatley
Director, Financial Reform Resources

Colonial School District

Units # 13-14

60 Passenger Bus (Longest W.B. for Body) with Lift and A/C



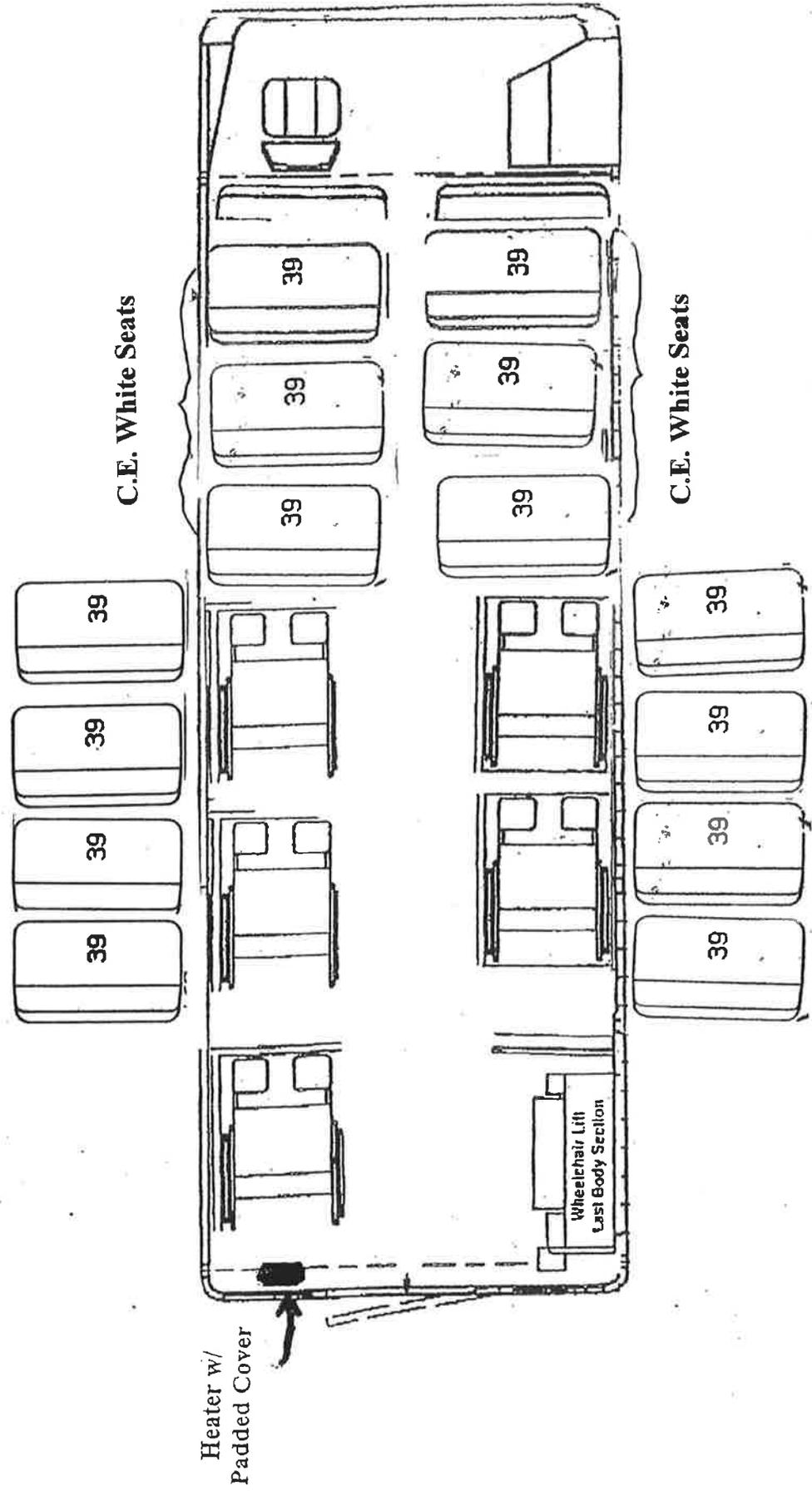
C.E. White Seats

All seats with lap/shoulder belts, LATCH

Colonial School District

Unit # 15

60 Passenger Bus (Longest W.B. for Body) with Lift and A/C

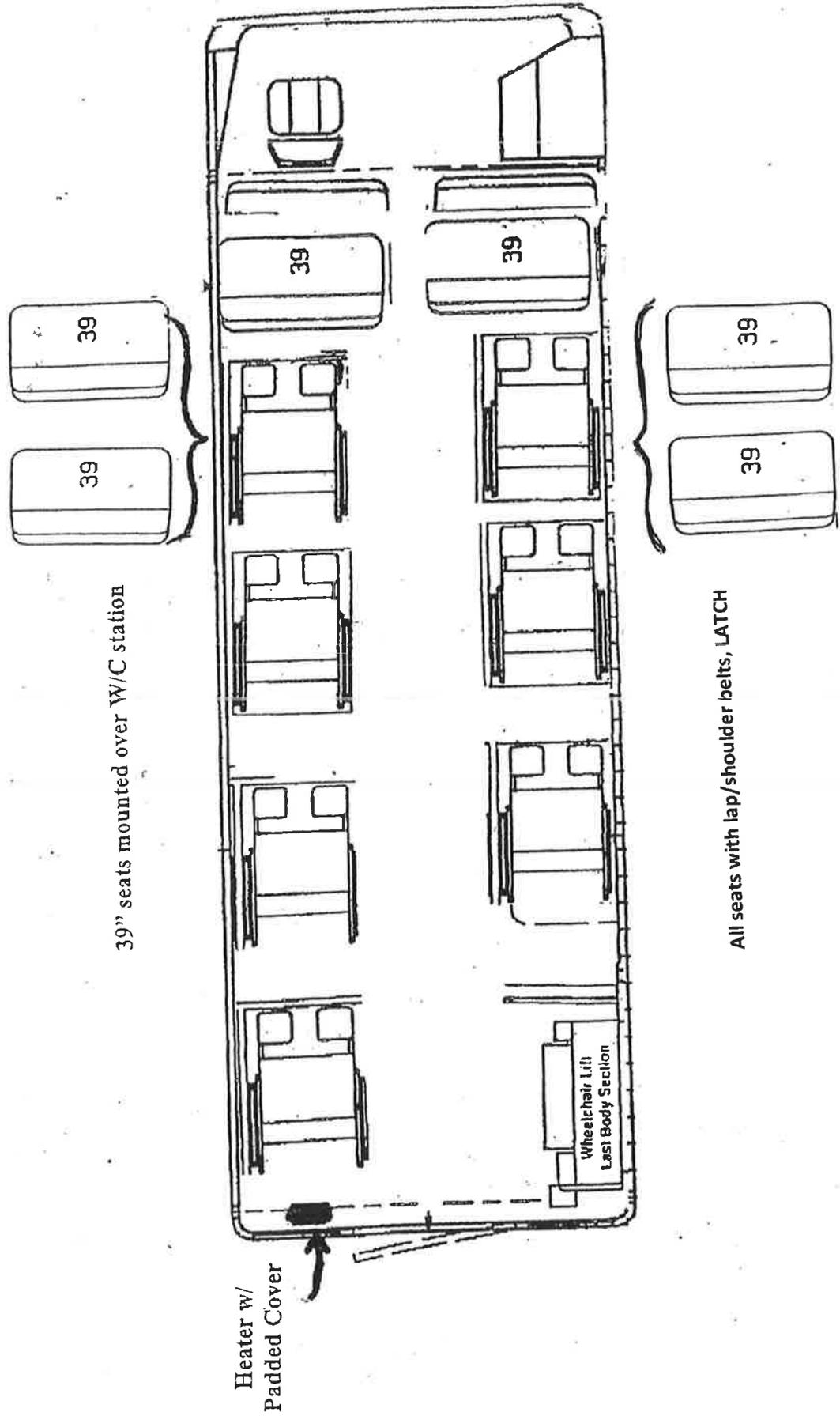


All seats with lap/shoulder belts, LATCH

Capital School District

Unit # 16

60 Passenger School Bus (Longest W.B. for Body) with Lift and A/C

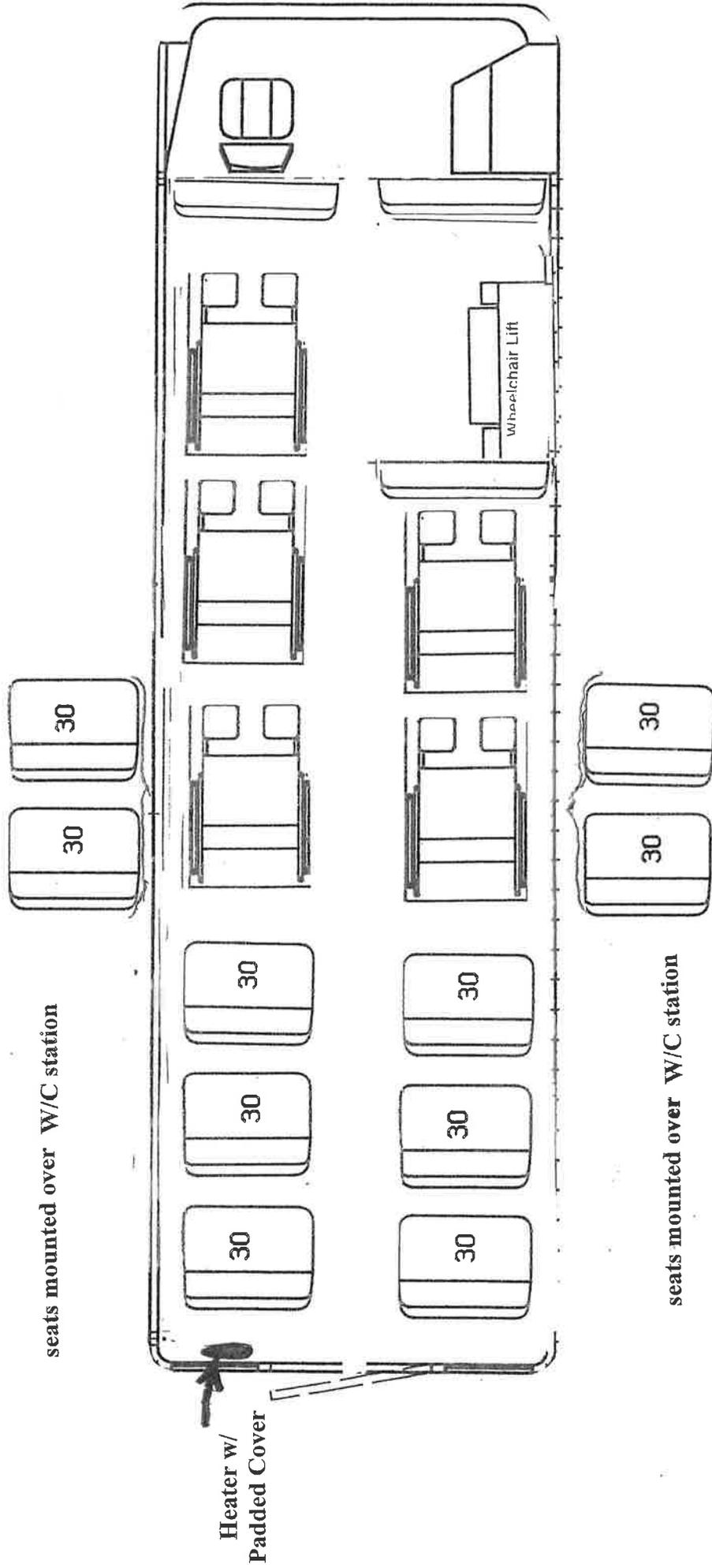


39" seats mounted over W/C stations

Seaford School District

Unit # 17

60 Passenger School Bus (Longest W.B. for Body) with Lift and A/C

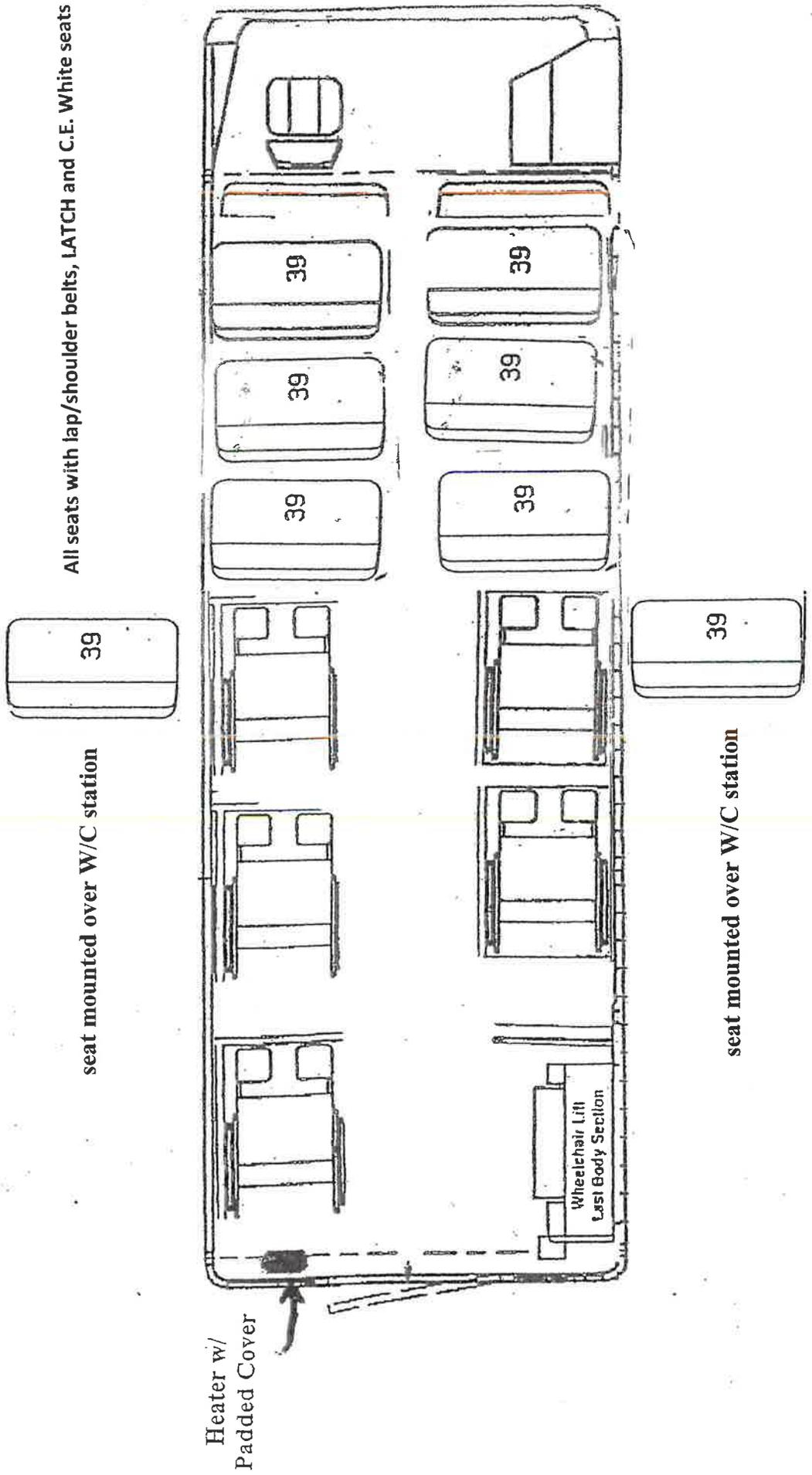


All seats with lap/shoulder belts, LATCH

Christina School District

Units # 18-19

60 Passenger School Buses (Longest W.B. for Body) with Lift and A/C

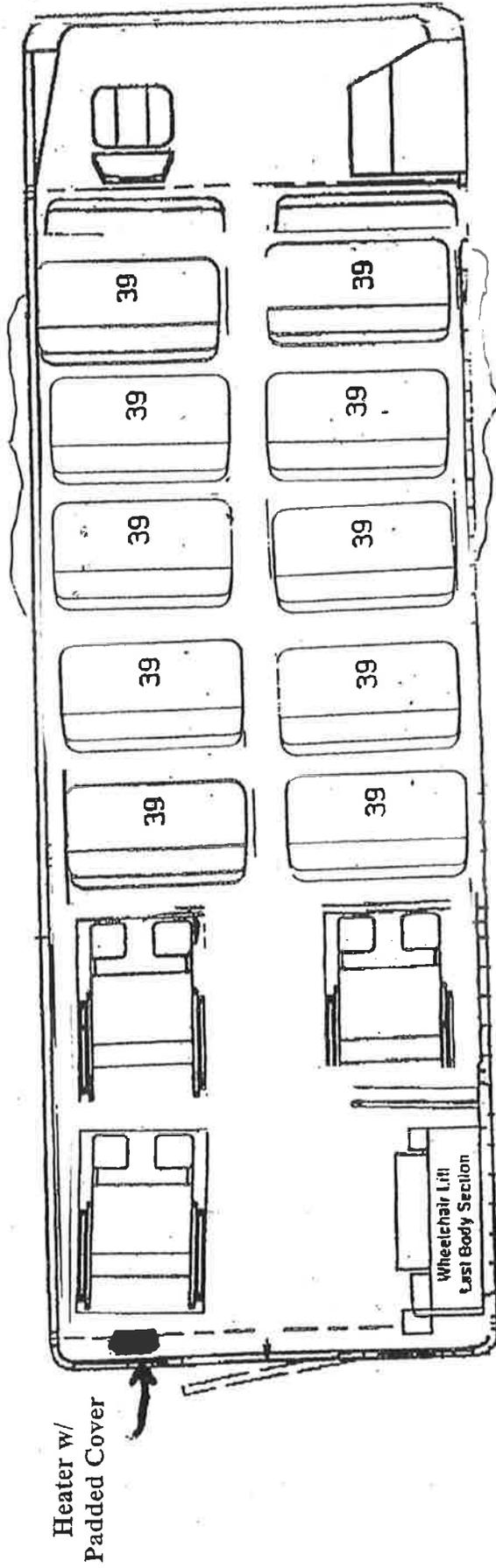


Red Clay Consolidated School District

Units # 20-21

60 Passenger School Buses (Longest W.B. for Body) with Lift and A/C

C.E. White Seats



C.E. White Seats

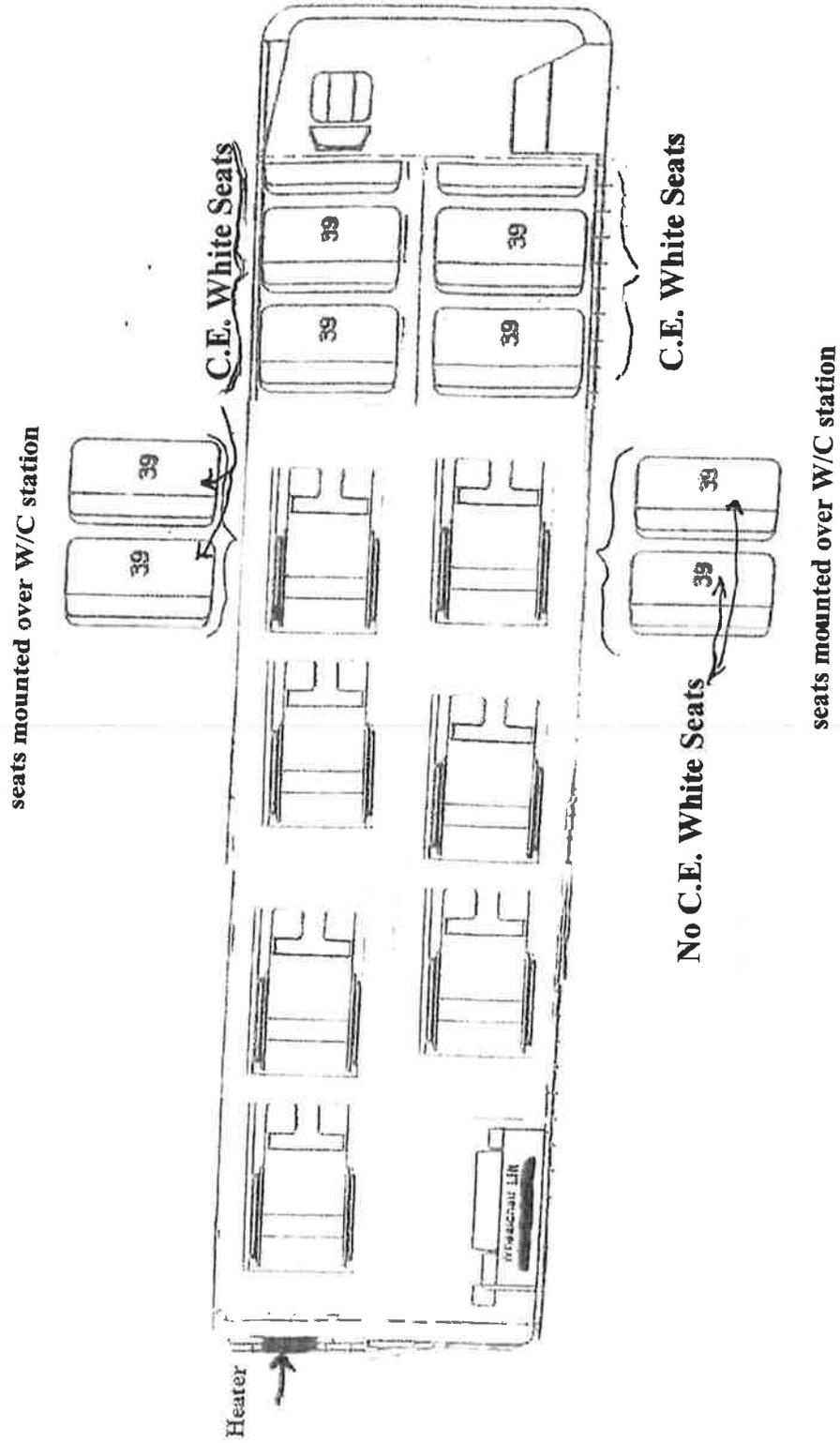
All seats with lap/shoulder belts, LATCH

30" seats mounted over W/C station

Colonial School District

Unit # 22

66 Passenger School Bus (Longest W.B. for Body) with Lift and A/C

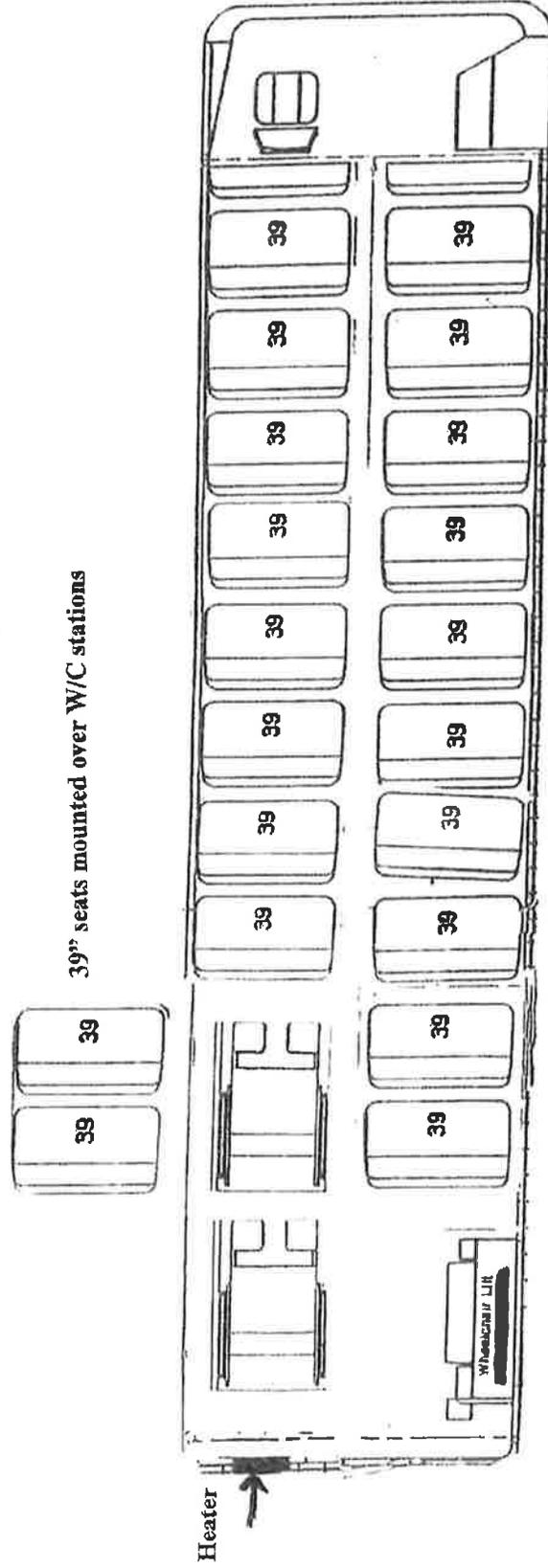


All seats with lap/shoulder belts, LATCH

Red Clay Consolidated School District

Units # 42-43

72 Passenger School Buses (Longest W.B. for Body) with Lift

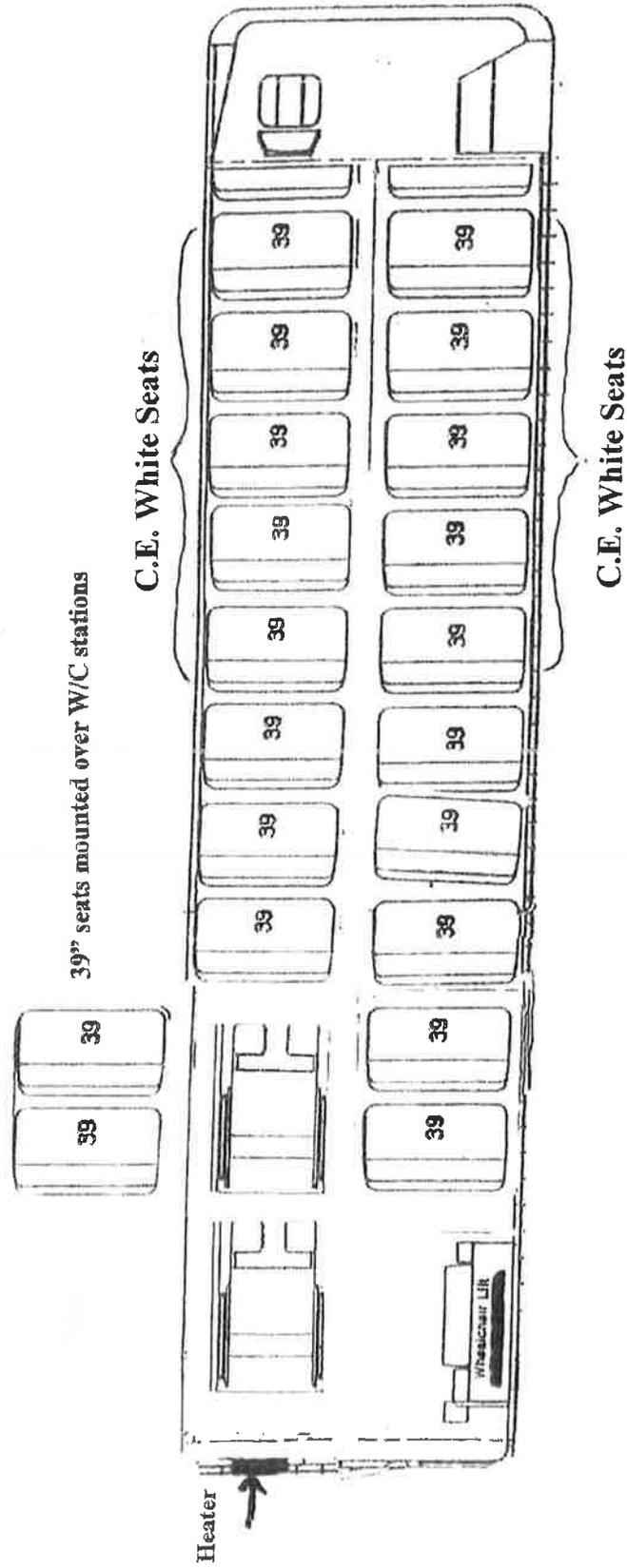


Not Special Education

Brandywine School District

Unit # 46

72 Passenger School Bus (Longest W.B. for Body) with Lift

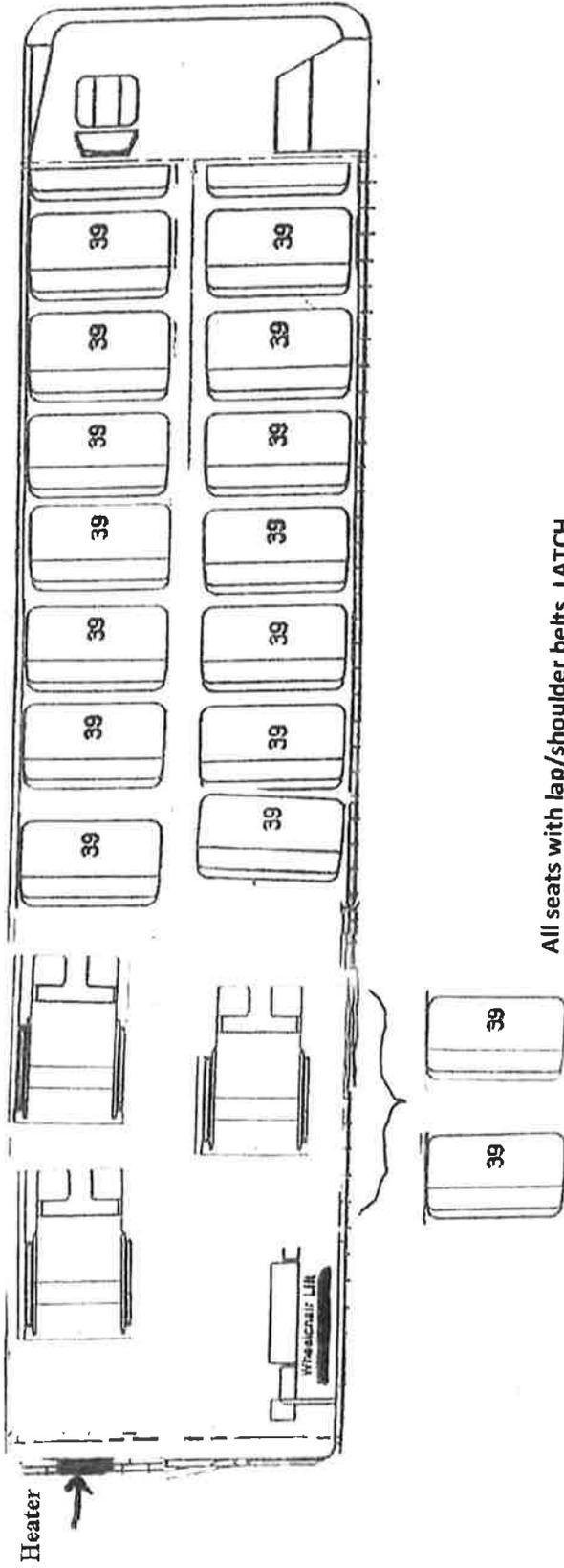


Not Special Education

Indian River School District

Unit # 47

72 Passenger School Bus (Longest W.B. for Body) with Lift

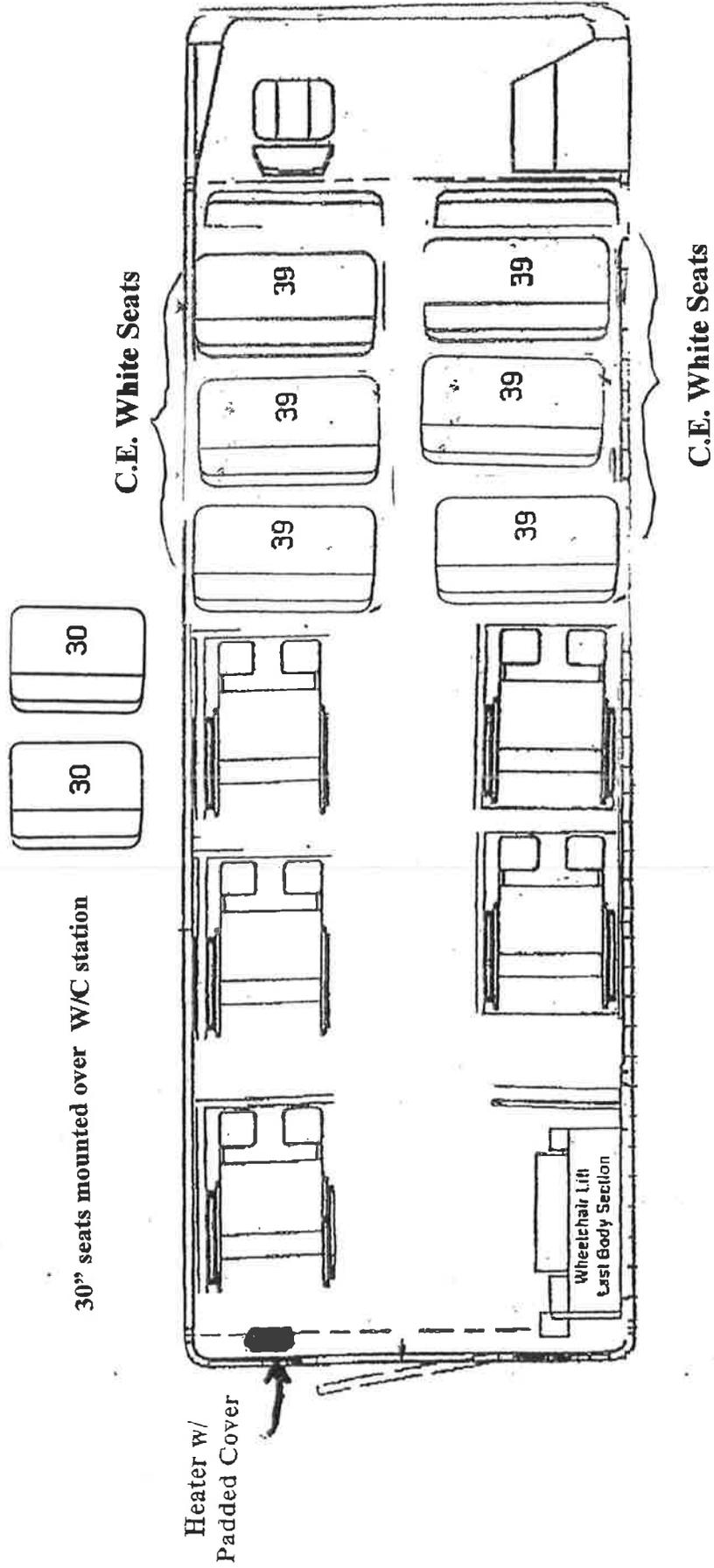


39" seats mounted over W/C stations

Colonial School District

Unit # 50

60 Passenger School Bus (Longest W.B. for Body) with Lift and A/C
Propane Fuel



All seats with lap/shoulder belts, LATCH