

DELAWARE TECHNICAL AND COMMUNITY COLLEGE

State of Delaware

Invitation to Bid

DTCC Stanton and George Campus Shuttle Bus

Contract No. DTCC17003-NCSHBUS

June 26, 2017

Submit written questions by email on or before June 30, 2017 at 4:00pm
Submit proposals on or before July 12, 2017 at 1:00pm Eastern Standard Time
Bid opening July 12, 2017 at 2:00pm Eastern Standard Time

STATE OF DELAWARE
Delaware Technical and Community College

CONTRACT NO. DTCC17003-NCSHBUS

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for **DTCC17003-NCSHBUS**. 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 –BID QUOTATION
- 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
- I --FORM OF AGREEMENT

Future appendixes, if any, are made part of this solicitation and are available for download at the following site:

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

On or before June 30, 2017 at 4:00pm, any potential bidder may submit questions related to the ITB to John Fogelgren, Director of Administrative Services, Delaware Technical and Community College, Stanton Campus, at fogelgre@dtcc.edu.

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 **July 12, 2017 at 1:00pm** (Local Time).

Bids shall be submitted to:

Delaware Technical and Community College
Stanton Campus
Mr. John Fogelgren, Director of Administrative Services
400 Stanton-Christiana Road, Newark, Delaware 19713

The agency may extend the time and place for opening of the bids from that described in the advertisement, on not less than two (2) calendar days' notice by certified delivery, facsimile machine or other electronic means to those bidders who obtained copies of the specifications or descriptions.

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 Mr. John Fogelgren, Director of Administrative Services at (302) 454-3922 or fogelgre@dtcc.edu. All questions shall be submitted on or before June 30, 2017 at 4:00pm.

Delaware Technical and Community College

DTCC Stanton and George Campus Shuttle Bus

I. DEFINITIONS AND GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each invitation to bid. 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.

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DEFINITIONS

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

STATE: The State of Delaware

AGENCY: Delaware Technical and Community College

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 Agency 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 Agency.

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

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.

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. All bids shall contain a description of the vehicle to be used as the shuttle to include the year, make, model, and description of the handicap accessible apparatus.

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 Agency 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

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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.

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 agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

10. PROPOSAL GUARANTY; BID BOND

Not Applicable; Waived.

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.

Delaware Technical and Community College
Stanton Campus
Mr. John Fogelgren, Director of Administrative Services
400 Stanton-Christiana Road, Newark, Delaware 19713

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 on July 12, 2017 at 2:00pm in Room A155 at Delaware Technical and Community College, Stanton Campus, 400 Stanton/Christiana Road, Newark, Delaware. The agency may extend the time and place for opening of the bids from that described in the advertisement, on not less than two (2) calendar days' notice by certified

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delivery, facsimile machine or other electronic means to those bidders who obtained copies of the specifications or descriptions.

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Bidders or their authorized representatives are invited to be present. The main purpose of the bid opening is to reveal the name(s) of the bidder(s), not to serve as a forum for determining the low bidder(s). The disclosure of additional information, including prices, shall be at the discretion of the procuring agency until such time that the responsiveness of each bid has been determined.

14. 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.

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 <http://bids.delaware.gov/>. By submitting an offer to Delaware Technical and Community College, 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 Delaware Technical and Community College 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.

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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, Delaware Technical and Community College 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 Delaware Technical and Community College 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 Delaware Technical and Community College 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 Delaware Technical and Community College's contracting officer. Solicitation of Delaware Technical and Community College 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 Delaware Technical and Community College employee who has initiated contact with the vendor. However, Delaware Technical and Community College 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 Delaware Technical and Community College's discretion as to the location of work for the contractual support personnel during the project period.

20. TEMPORARY PERSONNEL ARE NOT DELAWARE TECHNICAL AND COMMUNITY COLLEGE EMPLOYEES UNLESS AND UNTIL THEY ARE DIRECTLY HIRED

Vendor agrees that any individual or group of temporary staff person(s) provided to Delaware Technical and Community College 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 Delaware Technical and Community College 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

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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 Delaware Technical and Community College is a dual employer or the sole employer of any individual temporary staff person(s) provided to Delaware Technical and Community College pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State and Delaware Technical and Community College 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 or Delaware Technical and Community College 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 and Delaware Technical and Community College 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 and Delaware Technical and Community College for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware or Delaware Technical and Community College. 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 agency. Notice can be issued at second month if it is the State's or Delaware Technical and Community College'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 Agency 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 in form attached hereto as Attachment I. The vendor is required to have a valid State of Delaware business license prior to the execution of any agency contract.

If the successful bidder fails to execute a contract, 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 PERFORMANCE BOND

Not applicable.

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 Delaware Technical and Community College.

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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 Delaware Tech of the gross amount of purchases made as a result of the contract.

10. CONTRACT EXTENSION

The term of agreement shall be for two years with a one year option for Delaware Tech to extend for an additional year on the same terms, conditions, and prices as the original term.

SECTION C – GENERAL AUTHORITY

1. AUTHORITY OF DELAWARE TECHNICAL AND COMMUNITY COLLEGE

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, Delaware Technical and Community College, 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 (including business licenses), insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at its own expense. Contractor shall also comply with all laws, regulations, and standards set forth in the Form of Agreement set forth in Attachment I.

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 Agency.
- b. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, 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,

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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.

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 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.

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 Technical and Community College will award this contract to the lowest responsible bidder(s) which in their judgment best serves the interest of Delaware Technical and Community College and 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 Technical and Community College 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 and Delaware Technical and Community College will generate a payment voucher upon receipt of an invoice from the vendor.

11. SEVERABILITY

If any term or provision of this Invitation to Bid or any related document or 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

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As consideration for the award and execution of this contract by Delaware Technical and Community College, the Vendor hereby grants, conveys, sells, assigns, and transfers to Delaware Technical and Community College and 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 Delaware Technical and Community College 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 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

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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.

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CONTRACT NO. **DTCC17003-NCSHBUS**

DTCC
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II. SPECIAL PROVISIONS

1. CONTRACT REQUIREMENTS

Delaware Technical and Community College, Stanton and George Campuses (Located in Newark and Wilmington, Delaware respectively) is requesting bids for shuttle service and inter campus mail service between its Wilmington and Stanton Campuses and Shuttle Service to and from the George Campus in Wilmington Delaware and Frawley Stadium at 700 S. Justison St., Wilmington, Delaware. The George Campus is located at 3rd & N. Orangs Sts., Wilmington, DE 19801 and the Stanton Campus is located at 400 Stanton-Christiana Road, Newark DE, 19713.

Shuttle service will be for two (2) academic years beginning September 6, 2017 and continue through September 6, 2019. Each fall semester runs 16 weeks, each spring semester runs 16 weeks, and the shuttle is not offered in the summer. During the semesters the shuttle runs Monday, Tuesday Wednesday, Thursday and Friday (George Campus to Stanton Campus Only on Friday) during the hours listed in further detail on present schedule below which is subject to change.

Delaware Tech - Stanton and George Campuses

Shuttle Bus Service

Monday -Thursday

Friday

DEPART*

TIME

DEPART*

TIME

STATE OF DELAWARE
Delaware Technical and Community College

Stanton 7:30 am
Wilmington 8:00 am
Stanton 8:20 am
Wilmington 8:50 am
Stanton 9:00 am
Wilmington 9:40 am
Stanton 10:00 am
Wilmington 10:20 am
Stanton 10:35 am
Wilmington 10:55 am
Stanton 11:10 am
Wilmington 11:30 am
Stanton 11:45 am
Wilmington 12:05 pm
Stanton 2:20 pm
Wilmington 12:50 pm
Stanton 1:10 pm
Wilmington 2:30 pm
Stanton **3:00 pm**
Wilmington 3:20 pm
Stanton 3:45 pm
Wilmington 4:00 pm
Stanton **4:30 pm**
Wilmington **5:00pm**
Stanton **Last Stop**

Wilmington 9:00 am
Stanton 9:20 am
Wilmington 9:40 am
Stanton 10:00 am
Wilmington 10:20 am
Stanton 10:35 am
Wilmington 10:55 am
Stanton 11:10 am
Wilmington 11:30 am
Stanton 11:45 am
Wilmington 12:05 pm
Stanton 12:20 pm
Wilmington 12:50 pm
Stanton 1:10 pm
Wilmington 2:30 pm
Stanton **Last Stop**

The College is closed on the following days for the 2017-2018 academic year: September 4, 2017 (Labor Day, November 23, 2017 (Thanksgiving), November 24, 2017 (Day after Thanksgiving), December 18, 2017 through January 1, 2018 (Holiday Break/New Year's day), January 15, 2018 (Martin Luther King Day), March 30, 2018 (Good Friday), April 2 through April 6, 2018 (Spring Break), May 28, 2017 (Memorial Day).

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Inter-campus mail service is required throughout the academic year as part of the shuttle service.

One day in December of each year an additional shuttle will be needed from 7:00 am to 11:00am to and from the George and Stanton Campus.

Appropriate Vehicles

1. The vehicle used by Vendor must be busses which hold a minimum of 25 persons and are handicapped accessible. The vehicles must have properly operating and adequate heating.
2. All drivers must possess a current driver's license including proper endorsements to operate the vehicle in use and the passengers transported.
3. Vehicle(s) must be properly maintained and in safe operating condition.
4. Vehicle(s) must maintain a current and proper State of Delaware registration.
5. Vehicle(s) must reflect a positive image for Delaware Tech and the Vendor.
6. Vehicle must meet all state and federal safety, Department of Transportation, and emissions requirements.
7. All vehicle (s) operating insurance costs are the responsibility of the vendor.
8. Vehicle(s) must be properly identified with Delaware Tech signage during working hours only.
9. Operator must have a cell phone for **EMERGENCY SITUATIONS ONLY.**
10. Vendor must maintain a second vehicle meeting the same requirements as the shuttle vehicle in case of equipment failure.
11. No requests for fuel price adjustments will be accepted.

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All bidders shall submit bids for both the (1) George Campus to Frawley Stadium route; and (2) the George Campus-Stanton Campus route. Bidders shall clearly indicate their prices for each route.

It is the responsibility of the vendor to provide all necessary resources to effectively and completely comply with the contract.

2. AGENCY USE CONTRACT

Not applicable.

3. CONTRACT PERIOD

The contract is for two (2) years commencing September 6, 2017 and expiring after September 6, 2019. Delaware Tech shall have an option to renew for one (1) year at the same annual rates as those set forth in the Agreement.

4. PRICES

Prices shall remain firm for the term of the contract unless additional services are requested. 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. Delaware Technical and Community College reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with 3 paper copies and 1 electronic copies on CD or DVD media disk. 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.

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 Delaware Technical and Community College, 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 and Delaware Technical and Community College. 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. Delaware Technical and Community College 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 and Delaware Technical and Community College.

STATE OF DELAWARE
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8. PRICE ADJUSTMENT

The Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. Delaware Technical and Community College 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.

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 Technical and Community College, 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. BID BOND REQUIREMENT

The Bid Bond requirement has been waived.

13. PERFORMANCE BOND REQUIREMENT

The Performance Bond requirement has been waived.

14. MANDATORY INSURANCE REQUIREMENTS

STATE OF DELAWARE
Delaware Technical and Community College

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 Delaware Technical and Community College. 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,
- b. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,
and
- c. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$5,000,000 each person and \$5,000,000 each accident as to bodily injury or death, \$15,000,000 aggregate and \$5,000,000 as to property damage.
and
- d. 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.

15. BASIS OF AWARD

Delaware Technical and Community College 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 Technical and Community College 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.

16. STATE OF DELAWARE BUSINESS LICENSE

Prior to receiving an award, the successful vendor shall either furnish Delaware Technical and Community College 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.

17. OWNERSHIP OF INTELLECTUAL PROPERTY

STATE OF DELAWARE
Delaware Technical and Community College

Except for that material owned or licensed by Contractor, 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.

18. EXCEPTIONS

Bidders may elect to take **minor exception** to the terms and conditions of this ITB. Delaware Technical and Community College shall evaluate each exception according to the intent of the terms and conditions contained herein, but Delaware Technical and Community College 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 G to be considered. Delaware Technical and Community College maintains sole discretion to reject any vendor exceptions that are submitted.

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.

PLEASE DO NOT UTILIZE DELAWARE TECHNICAL AND COMMUNITY COLLEGE OR STATE OF DELAWARE PERSONNEL AS REFERENCES.

20. ORDERING PROCEDURE

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 Delaware Technical and Community College and the State's option, without imposing any additional fees, costs or conditions.

21. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **DTCC17003-NCSHBUS** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

22. 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.

23. PAYMENT

STATE OF DELAWARE
Delaware Technical and Community College

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.

24. 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 Technical and Community College 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.

25. I FOUND IT CHEAPER

Director for the Delaware Technical and Community College can waive use of an agency contract pursuant to 29 Del. C. §6911(d). A process has been developed to permit any State employee or Vendor to identify a lower price for material and or services for consideration despite the existence of a contract. See [I Found It Cheaper Flowchart](#). The Director will afford any Vendor on an existing contract an opportunity to match or to beat the I Found It Cheaper suggestion and if not matched or beaten, approve the purchase via a waiver.

26. 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 Technical and Community College.

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.

27. VENDOR RESPONSIBILITY

Delaware Technical and Community College 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 E, and are subject the approval and acceptance of Delaware Technical and Community College.

28. PERSONNEL, EQUIPMENT AND SERVICES

STATE OF DELAWARE
Delaware Technical and Community College

- 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 E are considered approved upon award. Changes to those subcontractor(s) listed in Attachment E must be approved in writing by the State.

29. FAIR BACKGROUND CHECK PRACTICES

Pursuant to 29 Del. C. [§6909B](#), Delaware Technical and Community College and 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 Delaware Technical and Community College and the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

30. 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 Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Delaware Technical and Community College 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 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 Agency's contract.

31. LIFE CYCLE COSTING

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Delaware Technical and Community College

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

32. 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>.

33. 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.

34. 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 minimum. The Contractor is encouraged to visit 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](#)

35. 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 Agency and the Vendor shall be incorporated in written amendments to the Purchase Order or contract.

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36. 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.

37. 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 Delaware Technical and Community College and 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 Delaware Technical and Community College or State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of Delaware Technical and Community College or 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.

38. ASSIGNMENT

This contract shall not be assigned except by express prior written consent from Delaware Technical and Community College.

39. NOTICE

John Fogelgren, Director of Administrative Services, Delaware Technical and Community College, Stanton Campus, 400 Stanton-Christiana Road, Newark, Delaware 19713, fogelgre@dtcc.edu.

40. 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 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, Delaware Technical and Community College 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.

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41. 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 Delaware Technical and Community College or as are specifically authorized in writing by the Agency 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 Delaware Technical and Community College.

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.

42. 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 Delaware Technical and Community College /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.

Delaware Technical and Community College is 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.

Delaware Technical and Community College wishes to create a business-friendly environment and procurement process. As such, Delaware Technical and Community College 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 Delaware Technical and Community College 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 ITB 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

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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, Delaware Technical and Community College 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 Delaware Technical and Community College. Delaware Technical and Community College 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 Delaware Technical and Community College'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.

43. PRICE NOT CONFIDENTIAL

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

44. NO PRESS RELEASES OR PUBLIC DISCLOSURE

Delaware Technical and Community College 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.

Delaware Technical and Community College 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

Appropriate Vehicles

1. The vehicle used by Vendor must be busses which hold a minimum of 25 persons and are handicapped accessible. The vehicles must have properly operating and adequate heating.
2. All drivers must possess a current driver's license including proper endorsements to operate the vehicle in use and the passengers transported.
3. Vehicle(s) must be properly maintained and in safe operating condition.
4. Vehicle(s) must maintain a current and proper State of Delaware registration.
5. Vehicle(s) must reflect a positive image for Delaware Tech and the Vendor.
6. Vehicle must meet all state and federal safety, Department of Transportation, and emissions requirements.
7. All vehicle (s) operating insurance costs are the responsibility of the vendor.
8. Vehicle(s) must be properly identified with Delaware Tech signage during working hours only.
9. Operator must have a cell phone for **EMERGENCY SITUATIONS ONLY**.
10. Vendor must maintain a second vehicle meeting the same requirements as the shuttle vehicle in case of equipment failure.
11. No requests for fuel price adjustments will be accepted.

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IV. BID QUOTATION REPLY SECTION

Contract No. **DTCC17003-NCSHBUS**

DTCC Stanton and George Campus Shuttle Bus

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 Technical and Community College by July 12, 2017 at 1:00pm (Local Time). Bids will be opened at 2:00pm (Local Time) on July 12, 2017.

Bids shall be submitted to:

Delaware Technical and Community College
Stanton Campus
Mr. John Fogelgren, Director of Administrative Services
400 Stanton-Christiana Road, Newark, Delaware 19713

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 Delaware Technical and Community College 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

Contract No. **DTCC17003-NCSHBUS**

DTCC Stanton and George Campus Shuttle Bus

BID QUOTATION

- (A) \$_____ for the 2017-2018 academic year for the George-Stanton Campus shuttle between Wilmington and Newark;
- (B) \$_____ for the 2017-2018 academic year for the George Campus shuttle between the George Campus and Frawley Stadium in Wilmington Delaware;
- (C) \$_____ for the 2018-2019 academic year for the George-Stanton Campus shuttle between Wilmington and Newark;
- (D) \$_____ for the 2018-2019 academic year for the George Campus shuttle between the George Campus and Frawley Stadium in Wilmington Delaware.

CONTRACT TOTAL VALUE \$_____

COMPANY

DATE _____

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Attachment B

Delaware Technical and Community College
Stanton Campus
Mr. John Fogelgren, Director of Administrative Services
400 Stanton-Christiana Road, Newark, Delaware 19713

NO BID REPLY FORM
Contract No. **DTCC17003-NCSHBUS**

DTCC Stanton and George Campus Shuttle Bus

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.**

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_____ 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.

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Delaware Technical and Community College

Attachment C

**DTCC Stanton and George Campus Shuttle Bus
Contract No. DTCC17003-NCSHBUS**

DEADLINE TO RESPOND: July 12, 2017 at 1:00pm EST.

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 Delaware Technical and Community College.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment G, 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 Delaware Technical and Community College.

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 _____

COMPANY CLASSIFICATIONS: CERT. NO.: _____	Certification type(s)	Circle all that apply	
	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:

(COMPANY NAME) _____

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 _____

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Attachment D

SUBCONTRACTOR INFORMATION FORM
DTCC Stanton and George Campus Shuttle Bus
Contract No. DTCC17003-NCSHBUS

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. ENTER CONTRACT NUMBER	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	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	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
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

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Attachment E

BUSINESS REFERENCES

**DTCC Stanton and George Campus Shuttle Bus
Contract No. DTCC17003-NCSHBUS**

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.

Contact Name & Title:

Business Name:

Address:

Email:

Phone # / Fax #:

Current Vendor (YES or NO):

**Years Associated & Type of
Work Performed:**

2.

Contact Name & Title:

Business Name:

Address:

Email:

Phone # / Fax #:

Current Vendor (YES or NO):

**Years Associated & Type of
Work Performed:**

3.

Contact Name & Title:

Business Name:

Address:

Email:

Phone # / Fax #:

Current Vendor (YES or NO):

**Years Associated & Type of
Work Performed:**

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

Attachment F

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Attachment G

CONFIDENTIALITY FORM

**DTCC Stanton and George Campus Shuttle Bus
Contract No. DTCC17003-NCSHBUS**

☐ By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

Confidentiality and Proprietary Information

Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.

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.
THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES.

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Attachment I

Proposed Form of Agreement

AGREEMENT

This Agreement ("Agreement") is entered into on this ____ day of _____ 2017, by and between Delaware Technical and Community College ("DTCC") and _____ ("Vendor"). At times herein DTCC and Vendor may be referred to collectively as the "Parties".

WHEREAS, DTCC desires to enter into an agreement with a a qualified partner to provide shuttle bus transportation services to DTCC, its students, faculty, employees, and guests ("Services").

WHEREAS, Vendor responded to DTCC's invitation to bid #DTCC17003-NCSHBUS ("ITB"), attached hereto as Exhibit A and incorporated by reference herein as if fully restated, with a bid to provide shuttle bus transportation services for DTCC's Stanton and George Campuses in Newark, Delaware and Wilmington, Delaware, respectively ("Bid"), attached hereto as Exhibit B and incorporated by reference herein as if fully restated herein;

WHEREAS, DTCC desires to award a portion, but not all, of the Services set forth in the ITB to Vendor;

NOW THEREFORE, the Parties agree as follows:

1. Term. This Agreement shall commence on September 6, 2017 and terminate on September 6, 2019 unless terminated earlier pursuant to Section 12, 13, 14, 16 and 17 hereof, or other provisions of this Agreement. The foregoing notwithstanding DTCC shall have an option to extend this Agreement for one (1) additional one (1) year term until September 6, 2020. DTCC shall exercise its option to extend this agreement by providing written notice to Vendor within 30 days of the expiration of the initial term hereunder. DTCC shall update all Exhibits and the scope of work of the ITB if it exercises its option to extend the terms of this Agreement hereunder.
2. Scope of Services. Vendor agrees to provide the Services in a good, professional manner. The services shall include, but not be limited to, those obligations of Vendor specified in its Bid in response to the ITB. The ITB, including all attachments and appendices, and Bid are incorporated by reference herein as if fully set forth. Vendor further agrees to perform such other duties as may be necessary or desirable, in DTCC's reasonable judgment, to implement and maintain high quality. Vendor agrees to provide the Services consistent with the scope of work, technical requirements, and response times set forth on Exhibit C hereto which is incorporated by reference as if fully set forth herein. DTCC reserves the right with notice to Vendor to update the scope of work to reflect any change in schedules or days in which DTCC is closed.

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3. Compensation. In consideration of performance of the Services set forth in Section 2 hereof, DTCC hereby agrees to make payment to Vendor in the total amount not to exceed

_____ DOLLARS (\$) _____) for the Services which is allocated as follows:

- (E) \$ _____ for the 2017-2018 academic year for the George-Stanton Campus shuttle between Wilmington and Newark;
- (F) \$ _____ for the 2017-2018 academic year for the George Campus shuttle between the George Campus and Frawley Stadium in Wilmington Delaware;
- (G) \$ _____ for the 2018-2019 academic year for the George-Stanton Campus shuttle between Wilmington and Newark;
- (H) \$ _____ for the 2018-2019 academic year for the George Campus shuttle between the George Campus and Frawley Stadium in Wilmington Delaware;
- (I) (If DTCC elects to exercise its option) \$ _____ for the 2019-2020 academic year for the George-Stanton Campus shuttle between Wilmington and Newark; and
- (J) (If DTCC elects to exercise its option) \$ _____ for the 2019-2020 academic year for the George Campus shuttle between the George Campus and Frawley Stadium in Wilmington Delaware.

Vendor will submit to DTCC monthly invoices for Services rendered hereunder as the work is completed, and DTCC hereby agrees to make payment to Vendor within thirty (30) days after its receipt of such invoice subject to DTCC's acceptance of the final product. Vendor understands and acknowledges that the CONTRACT and OWNER's liability for payment thereunder is subject to Vendor's receipt of an approved State of Delaware purchase order.

Vendor is responsible for registering with the State of Delaware vendor financial system by following the instructions on Exhibit D entitled "W-9 Substitute Form".

4. Governance. Vendor agrees that all personnel, prices, policies, and all other matters pertaining to the Services shall be subject to DTCC's prior approval.

5. DTCC Responsibility. DTCC shall make payment on all invoices within thirty (30) days of receipt.

6. Independent Contractor. In the performance of this Agreement, Vendor shall be acting as an independent contractor and not as an agent or employee of DTCC. Vendor shall not subcontract nor permit anyone other than employees of Vendor to perform any of the services without the prior written consent of DTCC.

7. Government Approvals and Licenses; Compliance with Law and Regulation. Vendor shall obtain and pay for all necessary permits and licenses, including, but not limited to, a State of Delaware Business License, pertaining to the Services. Without additional cost or expense to DELAWARE TECH, Vendor shall comply with all federal, state, county, and municipal: laws, ordinances, rules, regulations, and orders relating to the performance of the Services pursuant to this Agreement. In no way limiting the foregoing, Vendor's provision of the Services shall comply with the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, The Family Educational Rights and Privacy Act ("FERPA"), the Gramm Leach Bliley Act ("GLBA"); Titles 10, 11, 12, 14, 21, 29, and 30 of the Delaware Code; Title 6 Delaware Code Chapter 12B Computer Security Breaches, and all the amendments thereto and regulations adopted under any of the foregoing. Vendor agrees to indemnify,

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hold harmless, and defend DTCC, its agents, employees, officers, and trustees, harmless from and against all liability, demands, claims, expenses, suits, losses, damages, causes of action, fines, and judgments (including attorneys' fees) resulting directly or indirectly from Vendor's non-compliance herewith.

8. Taxes. Vendor shall accept full and exclusive liability for the payment of any and all wages, tax contributions for unemployment insurance, retirement benefits, and life pensions, and annuities which may now or hereafter be imposed by the United States or any state, whether measured by the wages, salaries, or remuneration paid to persons employed by Vendor or otherwise in preparation of the Services. Vendor shall comply with all federal and state laws on such subjects and all rules and regulations promulgated thereunder, and shall maintain suitable forms, books, and records and save DTCC harmless from the payment of any and all such taxes and contributions, or penalties.

9. Personnel. Vendor's employees assigned to perform services under this Agreement shall remain employees of Vendor and shall in no event be considered agents or employees of DTCC. Vendor agrees that its employees assigned to perform services under this Agreement will have and maintain appropriate credentials and certifications related to the services performed.

10. Indemnification. Vendor will indemnify, release, hold harmless, and defend DTCC, its agents, employees, officers, and trustees, from and against all liability, demands, claims, expenses, suits, losses, damages, causes of action, fines, and judgments (including attorneys' fees) resulting from the acts or omissions of Vendor's respective agents, employees, subcontractors or assigns arising out of or in connection with Vendor's performance or failure to perform under this Agreement or in connection with any breach thereof, unless caused by the gross negligence or willful misconduct of DTCC. Vendor shall give prompt written notice of any demand, claim or suit arising hereunder and permit DTCC, at its option, to defend against the same.

11. Non Assignment. Neither party may assign or transfer this Agreement or any obligation hereunder without the prior written approval of the other party, except that, upon written notice, a party may assign or transfer to an entity acquiring all or substantially all of the assets of that party, whether by acquisition of assets or shares, or by merger or consolidation. Any assignment in violation of this Section shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

12. Insurance. Vendor agrees to maintain Automotive Liability Insurance covering all automotive units used in the Services with limits of not less than five million (\$5,000,000) each person and five million (\$5,000,000) each accident as to bodily injury or death, fifteen million (\$15,000,000) aggregate and five million (\$5,000,000) as to property damage. Such insurance shall apply to operations performed by anyone directly or indirectly employed by Vendor. Vendor also agrees to maintain general liability insurance in the amounts of at least one million (\$1,000,000) per occurrence and at least three million (\$3,000,000) in the aggregate covering the Services at all times during this Agreement. In addition, Vendor agrees at all times during this Agreement to maintain at least one the following lines of insurance in the amounts of at least one million (\$1,000,000) per occurrence and at least three million (\$3,000,000) in the aggregate: Medical or Professional liability; Miscellaneous Errors and Emissions; or Product Liability. The parties further acknowledge that failure to maintain such coverage or failure to maintain such coverage by Vendor in the minimum amounts set forth herein shall be a breach of this Agreement. Before any work is done hereunder, certificates of such insurance, providing for the 15 days prior written notice to DTCC or

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DTCC's agent of cancellation of the terms of the policy shall be filed with DTCC. Certificates shall name DTCC an additional insured (except for worker's compensation insurance) and contain a provision that no cancellation or material change in the policies will become effective except upon thirty (30) days written notice to DTCC. If Vendor fails to maintain such insurance or deliver the certificates, DTCC may immediately terminate this Agreement.

13. Ownership of DTCC Intellectual Property. Vendor agrees any data, reports, documents (digital or hard copy), copyrights, logos, trademarks, or other materials that are conceived, developed, written, or contributed by Vendor pursuant to this Agreement, either individually or in collaboration with others, shall belong to and shall remain the sole property of DTCC. Vendor warrants that any information, documents, materials, or data provided by it for use by DTCC pursuant to this Agreement shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other similar law. Vendor shall be solely responsible for ensuring that any materials provided by Vendor pursuant to this Agreement satisfy this requirement. Vendor agrees that all logos, trademarks, text, mailing lists, and material provided by DTCC to Vendor is the intellectual property of DTCC and Vendor shall have no ownership or license in the same. Vendor shall use its best efforts to prevent infringement, appropriate, or unauthorized use of DTCC's intellectual property. Vendor agrees to indemnify, release, hold harmless, and defend DTCC its agents, employees, officers, and trustees, from and against all liability, demands, claims, expenses, suits, losses, damages' fees resulting from any unauthorized or improper use or infringement of DTCC's intellectual property by Vendor or any person acquiring such information, directly or indirectly, from Vendor. If Vendor fails in its obligations to protect DTCC's intellectual property, DTCC may immediately terminate this Agreement without waiving or relinquishing a right or remedy to seek damages from breach.

14. Confidentiality. Vendor agrees that all information communicated to Vendor by DTCC, with respect to the Services, including, but not limited to, all mailing lists and any information gained by Vendor or its representatives by reason of association or employment with Vendor or its associates, is confidential. Vendor agrees that neither it nor any of its agents or employees shall disclose any confidential information to any other person unless specifically authorized in writing by DTCC to do so, except to the extent disclosure is required by subpoena or an order from a court of competent jurisdiction. Vendor shall use its best efforts to prevent inadvertent disclosure of any confidential information to any third party. Vendor agrees to indemnify, release, hold harmless, and defend DTCC its agents, employees, officers, and trustees, from and against all liability, demands, claims, expenses, suits, losses, damages' fees resulting from any use or disclosure of confidential information by Vendor or any person acquiring such information, directly or indirectly, from Vendor. If Vendor fails to maintain confidentiality, DTCC may immediately terminate this Agreement without waiving or relinquishing a right or remedy to seek damages from breach.

15. Advertising. Vendor agrees that it will not, in the course of the performance of this Agreement or thereafter, use DTCC's name in any advertising or promotional media as a customer or client of Vendor, without the prior written consent of DTCC.

16. Termination. This Agreement may be terminated as follows:

- A. If Vendor fails to fulfill in timely and proper manner its obligations under this Agreement, or if the Vendor violates any of the covenants, agreements, or stipulations of this Agreement, DTCC shall thereupon have the right to terminate this Agreement by giving written notice to the

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Vendor of such termination and specifying the effective date thereof, at least twenty (20) 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 Agreement shall, at the option of DTCC, 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 DTCC, the Vendor shall have no 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 DTCC provides a written acceptance of the vendor response. If DTCC does accept the Vendor's method and/or action plan to correct the identified deficiencies, DTCC will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the DTCC's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion DTCC may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

- B. By DTCC, without cause and for any reason, upon twenty (20) days written notice. If this Agreement is terminated pursuant to this subsection B, Vendor shall continue to provide services to the effective date of termination.

17. Funding Out. This Agreement is contingent on the continuation, and availability of the funding appropriated by the General Assembly of State of Delaware to DTCC. Accordingly, if the funding or appropriations cease or are exhausted based upon previously available funds or appropriations, the Agreement will terminate due to lack of funding. In such circumstances, DTCC shall terminate this Agreement by giving Vendor written notice of such unavailability of funds. All payment obligations of DTCC will cease upon the date of termination specified in such notice; provided, however, that Vendor shall be paid all amounts due and owing under this agreement through the date of termination.

18. Non waiver. The failure of either party to insist upon the performance of any terms or conditions of this Agreement, or to exercise any right or privilege conferred hereby, shall not be construed as a waiver of such terms, conditions, rights or privileges, but the same shall instead continue and remain in full force and effect.

19. Notices. All notices or other communications shall be in writing and shall be deemed to have been duly given if sent certified mail, return receipt requested, to the respective addresses herein designated, or to such other addresses as may be designated, in the manner provided for in this Section by either party:

IF TO DTCC:

If to Vendor:

20. Anti-discrimination. The parties agree that, in the performance of this Agreement, no person shall, on the basis of race, color, creed, religion, sex, national origin, age, disability, genetic information, marital status, veteran status, sexual orientation, gender orientation, gender identity or pregnancy, be subjected to any discrimination prohibited by law.

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21. Family Educational Rights and Privacy Act. Vendor shall not disclose or release any educational record or other information concerning a student to any person, group or entity other than DTCC without the student's prior written consent and shall otherwise comply with the provisions of the Family Educational Records Privacy Act of 1974, as amended, and DTCC's policies concerning student access to educational records and confidentiality of student records. Vendor shall defend, indemnify and hold DTCC harmless from all liability associated with Vendor's breach of this provision.
23. Choice of Law and Venue. This Agreement shall be deemed to be entered into and shall be construed in accordance with the laws of the State of Delaware. Vendor hereby consents to the personal jurisdiction of the Delaware Courts which shall have the exclusive jurisdiction of any disputes under this Agreement and appoints the Delaware Secretary of State as its agent for the service of process on its behalf.
24. Severability. If it is determined that any provision hereof is in conflict with the law, then such provision shall be given effect only to the extent permitted by law. Nevertheless, the remaining provisions shall remain in full force and effect.
25. Binding Effect. The terms, covenants, and conditions herein shall bind and insure to the benefit of the parties hereto and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided herein, their assignees.
26. Force Majeure. Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of such party, provided that the party relying upon this provision: (i) gives prompt written notice thereof, and (ii) takes all steps reasonably necessary to mitigate the effects of the force majeure event; provided further, that in the event a force majeure event extends for a period in excess of thirty (30) days in the aggregate, either party may immediately terminate this Agreement upon written notice.
27. Interpretation/Preference. In the event of any conflict between the terms of this Agreement, the ITB, or the Bid, the terms of this Agreement shall govern and control.
28. Entire Agreement. This instrument and the Exhibits attached hereto contain the entire Agreement of the parties and may not be modified except in writing and signed by both parties.

IN WITNESS WHEREOF, the parties, through their acknowledged and duly authorized agents, hereto have set their hands and seals of this Agreement as of the date first written above.

DELAWARE TECHNICAL AND
COMMUNITY COLLEGE

VENDOR

BY: _____

BY: _____

NAME: Dr. Mark T. Brainard

NAME: _____

STATE OF DELAWARE
Delaware Technical and Community College

TITLE: President

TITLE: _____

DATE: _____

DATE: _____

STATE OF DELAWARE
Delaware Technical and Community College
EXHIBIT A
INVITATION TO BID
DTCC17003-NCSHBUS

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EXHIBIT B
VENDOR'S BID

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EXHIBIT C

SCOPE OF WORK AND TECHNICAL REQUIREMENTS

The shuttle service includes two routes: (1) shuttle service and inter campus mail service between DTCC Stanton Campus and George Campus (The George Campus is located at 3rd & N. Orangs Sts., Wilmington, DE 19801 and the Stanton Campus is located at 400 Stanton-Christiana Road, Newark DE, 19713); and (2) shuttle Service to and from the George Campus in Wilmington Delaware and Frawley Stadium at 700 S. Justison St., Wilmington, Delaware.

Each fall semester runs 16 weeks, each spring semester runs 16 weeks, and the shuttle is not offered in the summer. During the semesters the shuttle runs Monday, Tuesday Wednesday, Thursday, and Friday (George-Stanton Campus shuttle only on Fridays) during the hours listed in further detail on present schedule below which is subject to change.

Delaware Tech - Stanton and George Campuses

Shuttle Bus Service

Monday -Thursday

DEPART*	TIME
Stanton	7:30 am
Wilmington	8:00 am
Stanton	8:20 am
Wilmington	8:50 am
Stanton	9:00 am
Wilmington	9:40 am
Stanton	10:00 am
Wilmington	10:20 am
Stanton.	10:35 am
Wilmington	10:55 am
Stanton	11:10 am
Wilmington	11:30 am
Stanton	11:45 am
Wilmington	12:05 pm
Stanton.	2:20 pm
Wilmington	12:50 pm
Stanton.....	1:10 pm
Wilmington	2:30 pm
Stanton	3:00 pm
Wilmington	3:20 pm

Friday

DEPART*	TIME
Stanton	3:45 pm
Wilmington	4:00 pm
Stanton	4:30 pm
Wilmington	5:00pm
Stanton	Last Stop

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Wilmington 9:00 am
Stanton..... 9:20 am
Wilmington 9:40 am
Stanton 10:00 am
Wilmington 10:20 am
Stanton..... 10:35 am
Wilmington 10:55 am
Stanton 11:10 am
Wilmington 11:30 am
Stanton 11:45 am
Wilmington 12:05 pm
Stanton 12:20 pm
Wilmington 12:50 pm
Stanton 1:10 pm
Wilmington 2:30 pm
Stanton**Last Stop**

The College is closed on the following days
for the 2017-2018 academic year: September
4, 2017 (Labor Day, November 23, 2017
(Thanksgiving), November 24, 2017 (Day
after Thanksgiving), December 18, 2017
through January 1, 2018 (Holiday Break/New
Year's day), January 15, 2018 (Martin Luther
King Day), March 30 , 2018 (Good Friday),
April 2 through April 6, 2018 (Spring Break),
May 28, 2017 (Memorial Day).

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Inter-campus mail service is required throughout the academic year as part of the shuttle service.

One day in December of each year an additional shuttle will be needed from 7:00 am to 11:00am to and from the George and Stanton Campus.

Appropriate Vehicles

12. The vehicle used by Vendor must be busses which hold a minimum of 25 persons and are handicapped accessible. The vehicles must have properly operating and adequate heating.
13. All drivers must possess a current driver's license including proper endorsements to operate the vehicle in use and the passengers transported.
14. Vehicle(s) must be properly maintained and in safe operating condition.
15. Vehicle(s) must maintain a current and proper State of Delaware registration.
16. Vehicle(s) must reflect a positive image for Delaware Tech and the Vendor.
17. Vehicle must meet all state and federal safety, Department of Transportation, and emissions requirements.
18. All vehicle (s) operating insurance costs are the responsibility of the vendor.
19. Vehicle(s) must be properly identified with Delaware Tech signage during working hours only.
20. Operator must have a cell phone for **EMERGENCY SITUATIONS ONLY**.
21. Vendor must maintain a second vehicle meeting the same requirements as the shuttle vehicle in case of equipment failure.
22. No requests for fuel price adjustments will be accepted.

EXHIBIT D

W-9 SUBSTITUTE FORM INSTRUCTIONS

Required for State of Delaware vendor/consultant financial system set-up.

Below are instructions to vendors for filing W-9 forms with the State of Delaware Division of Accounting in order to receive payments through the accounting system.

These instructions have been updated as of February, 2013.

Step 1: Go to following website: <http://accounting.delaware.gov/>

Step 2: Under Services section on left, click on Delaware Substitute Form W-9

Step 3: Click the link below to complete and submit a State of DE Substitute W-9

<https://w9.accounting.delaware.gov/W9form.aspx>

Complete information on Substitute Form W-9 and submit

Please note that if you answer yes to “Would you like to receive payment by direct deposit” bank information will automatically be requested.