



Data Service Center

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July 22, 2026

RE: RFP Number: 4-27-01

**RFP Title: Level 3 UL 752 Bullet Resistant Frame & Door
- Colonial School District**

Date/Time of RFP Opening: August 19, 2026, at 2:00 PM

The Central Bidding Department of the Colonial and Red Clay Consolidated School Districts will receive sealed proposals for the above referenced bid (via email only to bids@dataservice.org) until the time and date stated above when they will be publicly opened online (meeting information available upon request by contacting bids@dataservice.org).

Enclosed are General Instructions to Bidders and Specifications, which I strongly encourage you to be fully aware of when submitting a proposal. **The enclosed Proposal Forms must be used in submitting a proposal.** The General Instructions to Bidders, Special and/or Specifications are to be returned only if you wish to take exception to anything contained therein. You should retain these documents (or copies) for information in the event you are a successful bidder.

If you have any questions concerning the enclosed information, please contact me.

Sincerely,

Latoya Strickland, MARM

Latoya Strickland
Procurement Specialist
Data Service Center

DATA SERVICE CENTER

CENTRAL BIDDING DEPARTMENT

COLONIAL SCHOOL DISTRICT
RED CLAY CONSOLIDATED SCHOOL DISTRICT

GENERAL INSTRUCTIONS TO BIDDERS

THE GENERAL RULES AND CONDITIONS WHICH FOLLOW APPLY TO ALL PURCHASES AND BECOME A PART OF EACH CONTRACT OR PURCHASE ORDER. BEFORE SUBMITTING ITS BID, THE BIDDER MUST REVIEW ALL INSTRUCTIONS AND SPECIFICATIONS. A BIDDER'S MISINTERPRETATION OR IGNORANCE OF SUCH INSTRUCTIONS OR SPECIFICATIONS WILL NOT EXCUSE THE BIDDER FROM COMPLYING WITH THE INSTRUCTIONS AND SPECIFICATIONS. THE BIDDER MUST ALSO REVIEW APPLICABLE STATE LAWS. IF THESE INSTRUCTIONS OR THE BID SPECIFICATIONS ARE INCONSISTENT WITH STATE LAW, STATE LAW SHALL CONTROL.

NOTE: "District(s)" refers to the Colonial and Red Clay Consolidated School Districts, individually or collectively as indicated in the Special Instructions or Specifications.

1. BID PROPOSALS

Use the enclosed Proposal Form in submitting a Bid Proposal. The Bid Proposal must be dated and signed by an authorized representative of the bidder. A Request for Bids for Red Clay Consolidated, and/or Colonial School Districts received from any source other than the Central Bidding Department may not be complete or current. When you are made aware of an existing Request for Bid, you should contact this office for the bid documents.

All Bids must, prior to the time set for the public opening, be returned to the Data Service Center, Central Bidding Department, bids@dataservice.org with the bid number & name in the subject line.

2. "RFP" - REQUESTS FOR PROPOSALS

When the use of competitive sealed bidding is either not practicable or not advantageous to the District, a procurement may be effected after receipt of a response to a "Request For Proposal" ("RFP"). The "RFP" differs from a "Bid" in that offerors submitting proposals may be afforded an opportunity to discuss and revise proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible offerors who submit proposals reasonably likely to be selected for award.

The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process. The award shall be made to the offeror(s) whose proposal is most advantageous to the District(s), taking into consideration the evaluation factors set forth in the RFP. The award may be made upon criteria which do not include price.

3. PRE-BID MEETINGS

In the case of any public works contract for the construction, re-construction, alteration or repair of any public building or other public improvement of any District, there shall be a meeting of all prospective bidders and of the District called by the District upon reasonable notice and at a place and time stated in such notice which meeting shall be at least 15 days before the date for the submission of bids (29 § 6962(d)(10)a Delaware Code).

Pre-bid meetings for non-public works contracts and for public works contracts that do not exceed \$50,000 in value, and attendance requirements for such meetings, shall be at the discretion of the District(s).

4. DELIVERY OF BID PROPOSALS

Sealed Bid Proposal must be received to bids@dataservice.org , prior to the time set for the Bid Opening. It is the responsibility of the Bidder to make certain that the Bid Proposal is in the Central Bidding Department prior to the time set for the Bid Opening. The District(s) accepts no responsibility for any late bids due to internet errors, etc.. Bid Proposals not received in the Central Bidding Department by the time set for the Bid Opening will not be considered.

5. BID OPENING

Bids will be publicly opened at the designated location at the time designated on the Proposal Form, and in the Advertisement for Bids. The purpose of the opening is to reveal the names of those bidders submitting proposals. The opening is not to serve as a forum for determining the responsiveness of each bid, or the apparent low bidder. Additional information shall be disclosed at the discretion of the Districts.

The contents of any "Request For Proposal" will not be disclosed at an opening so as not to interfere with the negotiation process. Only the names of those submitting proposals shall be revealed.

6. POLICY AND PROCEDURE FOR THE EXAMINATION AND COPYING OF PUBLIC RECORDS

Title 29 § 10003 Delaware Code Freedom of Information Act

- (a) All public records shall be open to inspection and copying by any citizen of the State during regular business hours by the custodian of the records for the appropriate public body. Reasonable access to and reasonable facilities for copying of these records shall not be denied to any citizen. If the record is in active use or in storage and, therefore, not available at the time a citizen requests access, the custodian shall so inform the citizen and make an appointment for said citizen to examine such records as expediently as they may be made available. Any reasonable expense involved in the copying of such records shall be levied as a charge on the citizen requesting such copy.
- (b) It shall be the responsibility of the public body to establish rules and regulations regarding access to public records as well as fees charged for copying of such records. (60 Del. Laws, c. 641 § 1.)

A. Examination of Contract File

Any citizen of the State or bidder may review the contract file only after making an appointment to do so with the Central Bidding Office. Requests to review the records during an unannounced office visit may be denied if department personnel are busy, or if the file is in active use. Trade secrets and commercial or financial information of a privileged or confidential nature shall not be deemed public.

B. Requests for Bid Tabulations

Copies of a bid tabulation may be obtained from the Data Service Center either by mail after receipt of a written request and a self-addressed and stamped envelope, or by making an appointment to pick up copies that will be left at the Receptionist's desk. Bid tabulation and/or contract information other than the name of the successful bidder will not be given out over the telephone. Requests for bid tabulations during an unannounced office visit may be denied if work flow of department personnel will be disrupted.

C. Copying Fees

The Data Service Center reserves the right to charge a reasonable fee for the copying of any public record. Such charges must be paid to the Data Service Center prior to receiving the copies.

7. STATUS OF PROPOSALS

- A. Unless otherwise stated in the Special Instructions or on the Proposal Form, the Proposal submitted by bidders shall be binding for a period of 60 days from the date the bids are opened. Requests for Proposals shall be binding for a period of 90 days.
- B. Bids may be withdrawn up to the time of the bid opening upon request of the bidder. Such a request must be in writing and received by the Manager of Central Bidding prior to the time stated for the bid opening. Timely requests submitted by facsimile or telegram will be honored.
- C. Waiver - The District(s) reserves the right to waive any failure to conform to the instructions or specifications if the waiver: (1) does not involve a mandatory statutory requirement; (2) does not provide a competitive advantage to one or more bidders; and (3) is in the best interest of the District(s).
- D. Bidders may take exception to the terms and conditions of the instructions and/or specifications. Exceptions must be submitted prior to the opening of bids. Exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders will be rejected. The bid of a bidder taking exception may be rejected if the District(s) rejects the exception.

8. AWARDING OF BIDS

- A. The District(s) reserves the right to award the bid to the lowest qualified bidder meeting specifications by item, in total, or any other method, whichever is deemed by the District(s) to be in its best interest.
- B. The District(s) reserves the right to award the bid to 2 or more firms if the advertisement for bids notifies bidders of the right of the District(s) to make such an award and the criteria for such an award.
- C. The District(s) reserves the right to reject any and all bids, in whole or in part, to make partial awards, to waive any irregularity, to reasonably increase or decrease quantities where estimated quantities are shown or where definite quantities are shown, and may reject any bid which indicates any omission, contains alteration of form or additions not requested or imposes conditions, or where the individual bidder should receive a total award of less than \$500.00, or offers alternate items, and make any award which is deemed to be in the best interest of the District(s).
- D. In the event of tie bids, the District(s) will decide which bidder is to be awarded the contract by any criteria of its choice.
- E. The contract shall be awarded by the District(s) and its Board(s) within 60 days after the opening of bids. Failure to do so shall be cause for rejection of all bids. Responses to Requests for Proposals shall be awarded within 90 days after the opening of Proposals. Failure to do so shall be cause for rejection of all proposals.

9. BID DEPOSIT

All bid deposits are waived for contracts valued at less than \$45,000.00. Deposits are required for contracts for materials or services in excess of \$45,000.00 unless the bid specifications state that bid deposits are waived. All public works contracts in excess of \$50,000.00 require a deposit. All bids shall be accompanied with a deposit of either a good and sufficient bond to the State of Delaware for the benefit of the District involved, with corporate surety authorized to do business in this State, for a sum equal to 10% of the bid, or in lieu of the bid bond a security of the bidder assigned to and approved by the District. Bidders are advised that they may obtain written confirmation from the Data Service Center for the acceptance of a security deposit other than a bond, prior to the submission of the bid. The bid bond need not be for a specific sum but may be stated to be for a sum equal to 10% of the bid to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. All bidders shall submit a separate bid deposit for each proposal. Where all four (4) Districts are named in a proposal, a single bid deposit drawn to the order of the Brandywine School District, will be acceptable. Upon the execution of a formal contract and necessary bonds, the bid deposit will be returned to the successful bidder. The deposit of the unsuccessful bidders will be returned to them immediately upon the awarding of the contract, or the rejection of all bids.

10. FORMAL CONTRACT AND/OR PURCHASE ORDER

- A. The successful bidder shall execute the formal contract, and also the required bonds, within twenty (20) days after the award of the contract. In the event any successful bidder refuses or neglects to execute a formal contract or required bond within (20) days of the awarding of the contract, the bid deposit of the successful bidder may be taken and become the absolute property of the State for the benefit of the named District(s), as liquidated damages, and not as a forfeiture or as a penalty, and shall be deposited with the State Treasurer, and the District(s) will award Contract to the next lowest bidder or re-advertise for new bids. The District(s) will proceed to collect on the bid deposit. The District(s) waives all formal contracts on contract awards of less than \$5,000.00; the obligations of the bidder shall be set forth in the bid specifications, these General Instructions, and any special instructions. No bidder or Vendor is to begin any work until it receives a State of Delaware Purchase Order signed by two authorized representatives of the District(s), properly processed through the State of Delaware Accounting Office. The Purchase Order shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions.
- B. The formal contract or purchase order shall incorporate by reference these General Instructions, as well as the Special Instructions and Specifications and the bidder's Proposal.
- C. If a bid is submitted to more than one District, each such District awarding the bid shall enter into a separate contract with the low, qualified bidder.

11. PERFORMANCE AND PAYMENT BONDS

- A. Performance and payment bonds are required for materials or non-professional service contracts, unless reduced or waived as stated in the bid specifications. Contracts for less than \$25,000 may contain a waiver of the bond requirement provided the successful vendor posts with the State an irrevocable letter of credit or other suitable or readily collectible financial security for the project. Such letter of credit or other security shall be issued for a term commencing simultaneously with the execution of the formal contract and terminating no later than 3 years, subsequent to the date of delivery of such material or non-professional service or to the extent of the warranty period, whichever is greater. In no event shall such security expire without the express written approval of the State. When required, the successful bidder shall simultaneously with the execution of the formal contract, execute a good and sufficient Performance and Labor and Materials bond to the State of Delaware for the benefit of the District(s), with corporate surety authorized to do business in this State, in a sum equal to 100 percent of the contract price.
- B. Performance and payment bonds are required for public works contracts. The successful bidder shall simultaneously with the execution the formal contract, execute a good and sufficient Performance and Labor and Materials Bond to the State of Delaware for the benefit of the District(s) with corporate surety authorized to do business in this State, in a sum equal to 100 percent of the contract price. Contracts may contain a waiver of the bond requirement, provided, however, that the successful bidder post with the contracting Agency an irrevocable letter of credit or other suitable or readily collectible financial security for the project. Such security shall be subject to the terms and conditions of the contracting District.
- C. The bond when required shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the proposal and specifications at the time, and in the manner prescribed by the contract and specifications including the payment in full to every person furnishing materials or performing labor in the performance of the contract, of all sums of money due him for such labor or materials. The bond shall also contain the successful bidder's guarantee to indemnify and save harmless the State and the District(s) from all cost, damages, and expenses, including attorneys fees, growing out of or by reason of the successful bidder's failure to comply and perform the work and complete the contract in accordance with the contract.
- D. The District(s) will, when it considers that the interest of the State so require, cause judgment to be confessed upon the bond. All sums received through confession of judgment shall be paid to the State Treasurer for the credit of the District(s).

- E. Every person furnishing materials or performing labor under the contract for which the successful bidder is liable may maintain an action on the bond for the subcontractor's or supplier's own use in the name of the State, in any court of competent jurisdiction, for the recovery of such sum or sums as may be due such person from the successful bidder, but if the bond so provides, no suit shall be commenced after the expiration of one (1) year following the date on which the successful bidder ceased work on the contract. Otherwise, suits may be commenced at any time within three (3) years following the date the last work is done on the contract.
- F. The performance and payment bond shall include a provision that the Surety shall have the right to participate in any arbitration proceeding which may involve liability under the bond, and that the arbitration award in any such arbitration proceeding shall be binding on the Surety.
- G. No person or surety, in any action brought under this section, or on the bond required by this section, shall assert as a defense to such action, the claim that the bond given pursuant to this section contained a limitation or restriction not provided for by this section.

12. FAILURE TO COMPLY WITH CONTRACT: NEW AWARD: SUPERVISION

If any person entering into a contract under the authority of this chapter neglects or refuses to perform it or fails to comply with the terms thereof, the District(s) will terminate the contract and proceed to award a new contract in accordance with the provisions of Chapter 69, Title 29 of the Delaware Code, or may require the surety on the performance bond to complete the contract in accordance with the terms of the performance bond.

Should a contractor/supplier fail to perform under the conditions of this contract, the District(s) reserves the right to purchase the item or items on the open market and charge to the contractor/supplier or deduct from any monies owed the contractor/supplier, the difference between the bid price and the purchase price. However, no such action will be taken without first notifying the contractor/supplier by certified letter and giving him reasonable time to reply, but in no event longer than 10 days from the mailing of the certified letter. Failure to supply items as bid may be cause for removal of a bidder from our vendor bid list.

13. CONTRACT FOR PUBLIC BUILDINGS: LISTING SUBCONTRACTORS: BIDDER AS SUBCONTRACTOR: SUBSTITUTION OF SUBCONTRACTORS: PENALTIES: SUBCONTRACTING LIMITATION

Any public works contract, the probable cost of which exceeds \$100,000, for the construction, reconstruction, alteration, or repair of any public building of the State or any agency or governmental unit within the State, shall, in addition to the other requirements of this chapter be subject to the following provisions.

- A. Such contract shall be awarded only to a bidder whose bid is accompanied by a statement containing for each subcontractor category set forth in the "listing" as provided in §6962(d)(10) of this Chapter, the name and address (City or Town and State only - Street Number and P.O. Box addresses not required) of the subcontractor whose services he intends to use in performing the work or in performing the work and providing the material, for such subcontractor category. No bidder for such a contract shall list himself in any accompanying statement as the subcontractor of any part of the public building unless the bidder, in addition to being licensed as a contractor of the State, shall also be recognized in the industry not only as a prime contractor but also as a subcontractor or contractor in and for any such part of parts of such work so listed in such accompanying statement.
- B. Neither the State nor agency nor governmental unit shall accept any bid for such a contract or award any such contract to any bidder, as the prime contractor, if the bidder has listed himself as the subcontractor for any subcontractor category set forth on the "listing" as provided in §6962(d)(10) of this Chapter, unless it has been established to the satisfaction of the awarding agency that the bidder has customarily performed the specialty work of such subcontractor category by artisans regularly employed by the bidder in his organization, that the bidder is duly licensed by the State to engage in such specialty work, if the State required such licenses and that the bidder is recognized in the industry as a bona fide subcontractor or contractor in such specialty work and subcontractor category. Illustrative only (and not intended to be exhaustive) of typical subcontractor categories involving their own respective types of specialty work, are plumbing, electrical wiring, heating, roofing, insulating, weather-stripping, masonry, bricklaying, and plastering. The decision of the awarding agency as to whether a bidder who lists himself as the subcontractor for a subcontractor category set forth in the "listing" as provided in §6962(d)(10) for such subcontractor category, shall be final and binding upon

all bidders, and no action of any nature shall lie against any awarding agency because of its decision in this regard.

- C. After such a contract has been awarded, the successful bidder shall not substitute another subcontractor for any subcontractor whose name was set forth in the statement which accompanied his bid without the written consent of the agency awarding the contract. No agency shall consent to such substitution unless the agency is satisfied that the subcontractor in question whose name is listed in the successful bidder's accompanying statement (1) is unqualified to perform the work required, or (2) has failed to execute a timely reasonable subcontract, or (3) has defaulted in the performance of the part of the work covered by the subcontract, or (4) is no longer engaged in such business.
- D. Such a contract shall contain a provision for withholding from or requiring the payment by, the successful bidder of a penalty, the amount to be determined by the agency, for the failure to utilize any or all the subcontractors set forth in the successful bidder's accompanying statement in the performance of the work on the public building contemplated by the contract. Any sum so withheld from or paid by the contractor for any such failure may be remitted or refunded, in whole or in part, by the agency awarding the contract, but only in the event it is established to the satisfaction of the agency, that the subcontractor in question has defaulted or is no longer engaged in such business. No claim for the remission or refund of any penalty shall be granted under this section unless application therefore is filed within one year after the liability of the successful bidder accrues. If any such application for refund of any sum paid as a penalty is denied, or if no application for refund is filed within the period provided herein for filing an application, such sum shall revert to the State.
- E. Any contract for a public works project may include a provision that the successful bidder on a specialty contract perform, at a minimum, a fixed percentage of the work up to 50% of the total contract bid. Factors to be considered by the awarding agency in setting the required percentage of amount of work the successful bidder must perform may include the degree of difficulty involved in the agency's administration of the work covered under the terms of the contract; the degree of specialty work contemplated in the contract and the time period required in which to complete the public works project. The terms of the contract shall so specify reasons for the stated percentage in its general terms and conditions.

14. WAGE PROVISIONS IN PUBLIC CONSTRUCTION CONTRACTS FAILURE TO PAY PREVAILING WAGE RATES; PENALTY

- A. 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 buildings 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. The prevailing wage shall be the wage paid to a majority of employees performing similar work as reported in the Department's annual prevailing wage survey or in the absence of a majority, the average wage paid to all employees reported.
- B. Every contract based upon these specifications shall contain a stipulation that the employer shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics. The specifications shall further stipulate that the scale of wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work, and that there may be withheld from the employer so much of accrued payments as may be considered necessary by the Department of Labor to pay to laborers and mechanics employed by the employer the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and rates of wages received by such laborers and mechanics to be remitted to the Department of Labor for distribution upon resolution of any claims.

- C. Every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. Every employer performing work on a public project shall furnish weekly payroll reports to the Department of Labor on forms provided (upon request) by the Department. Payroll reports shall be mailed or delivered by the employer to the Department within one week from the last work day covered by the report. Failure to complete each and every section of the report (including the requirement that the form be notarized) will constitute a failure to submit sworn payroll information as required by the Department. Payroll reports shall be mailed to: Delaware Department of Labor, Prevailing Wage 4425 North Market Street 3rd Floor, Wilmington, DE 19802.
- D. The Department of Labor shall investigate all claims that the prevailing wage rates as provided for under this section are not being or have not been paid. Upon finding that an employer has not paid or is not paying the prevailing wage rates, the Department of Labor shall notify the employer of the violations by certified mail and make an effort to obtain compliance. Upon failure to obtain compliance within 15 days of receipt of said certified mail, the Secretary may terminate all rights of the employer to proceed with the work under the public construction contract, and the employer shall be responsible for all damages resulting therefrom.
- E. Any employer who knowingly fails or refuses to pay the prevailing wage rates provided for under this Section, or who fails to submit payroll reports or post notice of the wage rates which apply to the project shall, for each such violation, be subject to a Civil Penalty of not less than \$1,000 nor more than \$5,000 for each violation. No public construction contract in this State shall be bid on, awarded to, or received by any contractor or subcontractor, or to any person, firm, partnership, or corporation in which such employer has an interest who, within two years after entry of a judgment pursuant to this chapter, is adjudicated in violation of this chapter in subsequent proceeding, until three years have elapsed from the date of the subsequent penalty judgment. A Civil Penalty claim may be filed in any court of competent jurisdiction.
- F. Any laborer or mechanic employed by any employer, or the Department of Labor on behalf of any laborer or mechanic employed by any employer, who is paid in a sum less than the prevailing wage rates provided for under this section shall have a right of action against the employer in any court of competent jurisdiction to recover up to treble the difference between the amount so paid and the prevailing wage rate. Such action may be brought by the Department of Labor in the name and for the benefit of the laborer or mechanic with or without an assignment of the claim from the employee, the Department of Labor shall have the power to settle and adjust any such claim to the same extent as would the aggrieved employee. It shall not be a defense to such action that the underpayment was received by the laborer or mechanic without protest. Upon the filing of an action under this section, the employer shall post suitable bond approved by the court for the damages which may be recoverable thereunder. Any judgment entered for plaintiff shall include an award for reasonable attorney's fees and costs of prosecution.
The Department of Labor shall not be required to pay the filing fee or other costs of the action or fees of any nature to file bond or other security of any nature in connection with such action or with proceedings supplementary thereto or as a condition precedent to the availability to the Department of any process in aid of such action or proceedings. The Department shall have the authority to join various claimants in 1 preferred claim lien and, in case of suit, to join them in 1 cause of action.
- G. Any wages collected under this chapter, but not claimed by the employee within 1 year from the date of collection, shall be retained by the Department of Labor for enforcement purposes.
- H. No action to recover wages and damages under this section shall be brought after the expiration of 2 years from the accruing of the cause of action.
- I. Whenever any person shall contract with another for the performance of any work which the contracting person has undertaken to perform, he or she shall become civilly liable to employees engaged in the performance of work under such contract for the payment of wages, exclusive of treble damages, as required under this section, whenever and to the extent that the employer of such employees fails to pay such wages, and the employer of such employees shall be liable to such person for any wages paid by him under this Section. If pursuant to this Subsection (I) a person becomes civilly liable to employees of another, such liability shall not constitute a violation of this

Section for purposes of the termination, civil penalty and debarment provisions of Subsections (D) and (E) of this Section.

J. A contract manager shall be responsible for monitoring compliance with this Section, but shall not become civilly liable to the same extent as the contracting person. For purposes of this Section, "contract manager" means any person who performs the function of the contracting person without becoming a party to the contract of performance, but rather contracts with the recipient of the goods or services to act as his/her agent. A contract manager who knowingly fails or refuses to monitor compliance with this Section shall, for each such failure or refusal, be subject to a Civil Penalty of not less than \$100 nor more than \$500. A Civil Penalty claim under this subsection may be filed in any court of competent jurisdiction. A contract manager's liability for a Civil Penalty pursuant to this Subsection (j) shall not constitute a violation of this section for purposes of the termination, civil penalty and debarment provisions of Subsection (D) and (E) of this Section.

K. Any employer who discharges or in any manner discriminates against an employee because that employee has made a complaint or has given information to the Department pursuant to this chapter, or because that employee has caused to be instituted or is about to cause to be instituted any proceedings under this chapter, or has testified or is about to testify in any such proceedings, shall be deemed in violation of this chapter and shall be subject to a civil penalty of not less than \$1,000 nor more than \$5,000 for each violation.

15. PREFERENCE FOR DELAWARE LABOR: STIPULATION IN CONTRACT

In the construction of all public works for the State or any political subdivision thereof, or by persons contracting with the State or any political subdivision thereof, preference in employment of laborers, workmen or mechanics, shall be given to bona fide legal citizens of the State, who have established citizenship by residence of at least ninety days in the State. Any person, company or corporation who violates the provisions of this section shall pay a penalty to the Secretary of Finance equal to the amount of compensation paid to any person in violation of this section.

16. NON-DISCRIMINATION

In performing this work the successful bidder agrees to the following:

A. The successful bidder will not discriminate against any employee or application for employment because of race, creed, color, sex, national origin, age or disability. The vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, age or disability. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The successful bidder will, in all solicitations or advertisements for employees place by or on behalf of himself, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, age or disability.

17. EQUAL OPPORTUNITY EMPLOYER

The named School District(s) is an equal opportunity employer and does not discriminate or deny services on the basis of race, color, creed, national origin, sex, disability, or age.

18. INSURANCE - LIABILITY

The successful bidder shall maintain, at its expense, the following insurance:

A. Public Liability and Automobile Liability Insurance

1. The policy is to be provided for both the owner and the contractor.

2. Minimum coverage for bodily injury shall be \$500,000 for any one individual and \$1,000,000

for any one accident.

3. Minimum coverage for property damage shall be \$500,000 for any one accident.
4. Policies shall include completed operations, owners and contractors Protective Liability and Contractual Liability coverage, including protection against claims arising out of the activities of subcontractors in the same minimum amounts stated above.
5. If the project involves excavations, deep trenching, or blasting, endorsements to the policy should be obtained to cover these hazards.
6. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days notice prior to cancellation.

B. Builders Risk Policy

1. The builders risk policy shall be an all risk coverage policy.
2. The policy shall be in the name of the owner and prime contractor, jointly, "as their interests may appear."
3. On new construction or complete additions, the policy will be carried on a completed value basis.
4. On renovation projects, the policy will be covered by either an installation floater or a separate policy of sufficient dollar amount to fully cover the cost of the materials stored.
5. If it is your policy to pay for material not stored on the site, either a separate certificate of insurance must be issued or a rider must be added to the existing builders risk policy. The amount of coverage must be sufficient to cover all materials stored off the site.
6. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days notice prior to cancellation.

C. Worker's Compensation Including Employee's Liability

1. Minimum limit on Employee's Liability to be \$100,000 minimum limit for all employees working at one site.
2. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days notice prior to cancellation.

D. Boiler Insurance

1. If a new boiler is started prior to acceptance of the installation by the owner, the contractor must carry boiler insurance until acceptance by the owner.
2. Minimum coverage for boiler insurance of bodily injury will be \$1,000,000. For property damage the minimum coverage will also be \$1,000,000.
3. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days notice prior to cancellation.

Contractor recognizes that it is operating as an independent Contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this Contract.

The Contractor 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 Contractor is an independent contractor and is not an employee of the State.

During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:

a) Comprehensive General Liability	\$1,000,000
and b) Medical/Professional Liability	\$1,000,000/ \$3,000,000
or c) Misc. Errors and Omissions	\$1,000,000/\$3,000,000
or d) Product Liability	\$1,000,000/\$3,000,000

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

If the contractual service requires the transportation of Departmental clients or staff, the contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

e) Automotive Liability (Bodily Injury)	\$100,000/\$300,000
f) Automotive Property Damage (to others)	\$ 25,000

Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.

The policies required under Paragraph B3 must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.

The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in the scope of work to be performed.

The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.

19. LICENSES, FEES, PERMITS, TAXES, AND STATE LAWS

In the performance of this Contract the successful Bidder is required to comply with all applicable Federal, State, and Local laws, ordinances, codes, and regulations. The cost of permits, insurance, taxes, and other relevant costs required in the performance of the Contract shall be borne by the successful Bidder. All Delaware Laws in reference to construction shall be as binding as though quoted in full herein and their application shall be fully adhered to by all parties affected hereby. The vendor shall furnish upon request any or all of the referenced items.

All bidders shall be properly licensed and authorized to transact business in the State of Delaware as provided for in Delaware Code Title 30, §2502 and in any and all Delaware Municipalities having jurisdiction to require such licensing within the geographic boundaries of the site(s) where the work is to be performed prior to the execution of any contract resulting from this bid. In the case of contracts in excess of \$50,000.00 which are competitively bid, such person shall have initiated the license application procedure required by this subsection with the Division of Revenue prior to, or in conjunction with, the submission of a bid on a contract, or in the case of a subcontractor, prior to the submission of a bid by the general contractor. Proof of such license

compliance shall be as determined by the School District(s) or their designee.

All bidders for public works projects shall insure that they have met all general contractor and/or subcontractor licensing requirements in accord with the requirement of Title 29 §6962 prior to submitting a bid.

NOTE: Contractors and subcontractors bonding and licensing requirements were amended by HB585 and as of January 1, 1987, require the following:

- A. Bidders shall obtain and comply with the Delaware Department of Revenue's Technical Information Memorandum 88-10 dated December 29, 1986. This Technical Information Memorandum constitutes the Division of Revenue's Regulations with regard to contractor licensing and bonding requirements under the amended statutes. These Regulations are promulgated pursuant to 30 Del. C. §2103(b).
- B. 30 Del. C. §375 Requirements:
 - 1. Surety bonds in the amount of 6% of the contract or subcontract price are required for all non-resident contractors for contracts within the State of Delaware in which either:
 - (a) The single contract or subcontract totals \$20,000 or more; or
 - (b) The contract or subcontract is a "cost-plus" contract whose estimated cost-and-profit totals \$20,000 or more; or
 - (c) The aggregate of two or more contracts or subcontracts in a calendar year totals \$20,000 or more.
 - 2. The Division of Revenue will accept cash bonds, which may be paid by check, on contracts not exceeding \$100,000.
 - 3. The contractor's bond shall be filed before construction commences on any contract upon which a bond is required pursuant to 30 Del. C. §375, as outlined in Paragraph (a-c) above.
- C. For licensing requirements, penalties, definitions, information filing, and other requirements, bidders shall refer to Technical Information memorandum 86-10 and to the referenced sections of the Delaware Code. For additional information call 1-800-292-7826.

20. WAGE SCALE - PREVAILING

When the schedule of prevailing wages is not attached, it is the responsibility of vendors to obtain it from the Delaware Department of Labor, 4425 North Market Street, 3rd Floor, Wilmington, DE 19802

21. PATENTS, TRADEMARKS, AND COPYRIGHTS

The supplier shall hold free of any liability, the School District(s) and the officers and employees, of any costs or expenses arising from patent, trademark or copyright infringement incurred by use of any item supplied or process used in performance of this Contract.

22. COVENANT AGAINST CONTINGENT FEES

The bidder warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement of understanding for a commission or percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the bidder for the purpose of securing business. For breach or violation of this warrantee the School District(s) shall have the right to annul the Contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fees.

23. TAXES - EXEMPT

Since the School District(s) is exempt, prices quoted shall not include Federal taxes or State of Local taxes. Tax Exemption number is 51-6000279.

24. TRADE DISCOUNTS

All prices offered must be lowest net price after trade discounts have been considered. Bids offering a percentage off list prices will not be accepted unless; (1) Specifically requested in that manner; (2) A copy of the referenced price list accompanies the bid.

25. COMMERCIAL WARRANTEE AND GUARANTEE CERTIFICATE

The supplier agrees that the supplies or services furnished under the Contract shall be covered by the most favorable commercial warranties the supplier gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the District(s) by any other clauses of the Contract. A final payment for performance shall not relieve the successful bidder of responsibility for faulty materials or workmanship.

26. INTERPRETATION OF SPECIFICATIONS

Should any bidder be in doubt as to the intention and meaning of the specifications, he may make inquiry to the Office of the Supervisor of Central Bidding of the District(s). Questions received less than three working days before the opening of bids may not be considered. All questions in order to be considered must be submitted in writing.

27. EXAMINATION OF SITE AND OTHER CONDITIONS BEARING ON THIS WORK

Before submitting proposal, bidders shall fully inform themselves of the nature of the work by personal examination of the site, and by such means as they consider necessary, as to matters, conditions, or considerations bearing on or in any way affecting the preparation of their proposal. A bidder shall not at any time after the submission of his proposal claim that there is any misunderstanding in regard to the location, extent, or nature of the work to be performed. No claims for any extra will be allowed because of alleged impossibilities in the production of the results specified, or because of inadequate or improper plans or specifications, and whenever a result is required, the successful bidder shall furnish any and all extras and make any changes needed to produce, to the satisfaction of the District(s), the required results at no expense to the District(s).

Failure of the bidder to thoroughly understand all aspects of the solicitation before submitting their bid shall not be sufficient cause to permit withdrawal of its bid nor secure relief on pleas of error after the contract is awarded.

28. BRAND NAMES AND APPROVED EQUAL

A. Where a particular manufacturer or several manufacturers, brands or models are referenced, it is to be interpreted as indicating the type or quality of material, and shall be interpreted to include an "approved equal". Bids may be considered on models or brands or products of manufacturers other than those specified if the items being substituted were approved by the designee of the District(s).

B. Where a manufacturer, brand, or model is referenced in the bid specifications, the absence of a reference to a different manufacturer, brand, or model in the bidder's proposal shall be interpreted as a bid on the manufacturer, brand, or model specified. Where several manufacturers or models are referenced as being equally acceptable and the bidder does not indicate what particular model or brand they are offering, the Designee of the District(s) shall have the right to select any brand or model referenced.

Only one bid per item will be considered. If a vendor submits more than one bid on an item, none of the vendor's bids on that item will be considered.

C. The Board of Education of the District(s) shall be the sole judge as to whether or not items submitted meet specifications or whether or not items being bid are equal. Any attempt to "resell" or disqualify other supplies while the proposals are being analyzed may be reason for your bid to be disqualified. If additional information is required, contact the Central Bidding Department.

- D. All items furnished under the Contract must be new and unused, latest models (unless otherwise specified) and free from all defects. The foregoing excepts exchange, normal "rebuilt" items, where specified.

29. SAMPLES AND DESCRIPTIVE LITERATURE

- A. When requesting approval to bid models, brands or products of manufacturers other than those specified, such a request must be accompanied by catalog cuts and/or detailed specifications. The District(s) may also request bidders to submit samples for examination and appraisal.
- B. Requested samples shall be submitted at no cost to the District(s) and may be required by the District(s) either prior to, at the time of the bid opening, or within ten calendar days following the request. Time of submission of samples shall be specified in the specifications. Samples shall be specified in the specifications. Samples not provided as requested, will be reason to reject the bid for that item. All such samples shall be identified as to the supplier, model number, bid item number and other information that may be required; these samples will be returned after evaluation. Suppliers shall have the responsibility of picking up their samples within two weeks after notification. Samples not removed after two weeks will automatically become the property of the District(s) at no charge.

30. RESPONSIBILITY FOR DAMAGE AND CARE OF SCHOOL PROPERTY

The Supplier in the performance of this Contract will be held financially responsible for any damage to the grounds, buildings, or equipment caused by him, his subcontractors or employees, or other persons engaged in the performance of the Contract.

Every reasonable effort shall be made by workmen to proceed with the work as described in these specifications in a manner accepted in trade circles as the highest level of workmanship. The successful bidder for this work shall be responsible for all damage to other work caused by his workmen or through the neglect of his workmen on the site.

Workmanlike care shall be expected at all times in performing the work. It shall be the responsibility of the successful bidder to repair or replace all damaged property, the damage for which he, or anyone working under his direction is responsible.

31. SUPPLIER CLEAN-UP

All debris resulting from the supplier's delivery and installation shall be disposed of entirely by the supplier in an efficient and expeditious manner as required and directed by the District(s) Designee. The successful bidder shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his employees or work. District(s)-owned trash receptacles are not to be used by the vendor without prior approval.

32. STORAGE OF MATERIALS

Every effort shall be made by the successful bidder to schedule delivery of materials so that a minimum of storage space is required. The successful bidder shall not encumber the premises with his materials and shall store all materials in a place designated by the Board of Education or its representative. The District(s) will not be responsible for any damage to or theft of tools or materials used in this work.

33. UNPACKING AND ASSEMBLING

All work described in the specifications regarding unpacking, assembling, and placement of all movable furniture and/or equipment must be completed within five (5) days after furniture and/or equipment is received on the site unless prior approval is received.

Any bidder failing to unpack and assemble knockdown equipment and furniture will be charged (deduction will be made from billing) a fee to cover the District's cost of unpacking and assembling.

34. SERVICE

Each bidder may be required to submit a signed statement to the effect he can furnish service by factory trained personnel Monday to Friday during the hours of 8:00 a.m. - 4:00 p.m.

35. SCHEDULE FOR PERFORMANCE OF WORK

All work described in these specifications must be completed with reasonable promptness. The District(s) shall be the sole judge of what is "reasonably prompt" under the circumstances. If the successful bidder does not begin the work in a reasonable amount of time, it will be notified that if it fails to initiate the work promptly, the contract may be terminated and the District(s) will forthwith proceed to collect for nonperformance of the work.

36. ORDERING

All items or services to be furnished under the Contract will be ordered by the issuance of a Purchase Order signed by two authorized representatives of the District(s). This document must be in the hands of the successful bidder prior to any work commencing on the Contract.

37. DELIVERY, INSPECTION, ACCEPTANCE, AND PACKAGING

- A. All supplies, materials, equipment, goods, and services are to be delivered postpaid to the location or locations indicated on the Proposal Form, Specifications, or Purchase Order. No labor will be provided to help unload any product under Contract.
- B. The delivery of goods or items furnished under the terms of the Contract shall not be considered as acceptance thereof until the goods are inspected. The District(s) shall have a reasonable opportunity to inspect. If, for example, goods are delivered on August 1, the District(s) may not have a reasonable opportunity to inspect such goods until September or October. In all events, shipping invoices or other documents sent with goods shall not be controlling with respect to the timing of inspection. The inspection and test by the District(s) of any supplies or lots thereof does not relieve the supplier from any responsibility regarding defects or other failure to meet the Contract requirements which may be discovered subsequent to delivery. Except as otherwise provided in the Contract, acceptance shall be conclusive except as regards to Patent defects, fraud, or such gross mistakes as amount to fraud.
- C. Any item to be supplied as a result of this Contract shall be subject to inspection and test by the Ordering Office, to the extent practicable, at all times and places including the period of manufacture and in any event prior to acceptance.
- D. In case any item or lots of items are found to be defective in material or workmanship or otherwise not in conformity with the requirements of the Contract, the Ordering Office shall have the right to either reject them (with or without instructions as to their disposition) or to require their correction. Items or lots of items which have been rejected or required to be corrected shall be removed or, if required by the Ordering Office as they may deem appropriate, corrected in place by and at the expense of the supplier promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the supplier fails to promptly remove such items or lots of items which are required to be removed, or promptly to replace or correct such items or lots of items, the District(s) either (1) may re-contract or otherwise, replace or correct such items and charge the supplier the cost occasioned the District(s) thereby, or (2) may terminate the Contract for default as provided in the clause of the Contract entitled "Failure to comply with Contract".
- E. Acceptance or rejection of any items shall be made as promptly as practicable after delivery, except as otherwise provided in the Contract; but failure to inspect and accept or reject items shall neither relieve the supplier from responsibility for such items as are not in accordance with the Contract requirements nor impose liability on the District(s) therefore.
- F. Neither the School District(s) nor other Ordering Office will assume responsibility for damage to any rejected delivery caused by weather, improper warehousing, or mishandling.
- G. All outer packs of items delivered under the Contract (except subsistence items delivered to cafeterias) must be marked with the Purchase Order/Contract number and item identification.

Failure to provide adequate identifying markings may result in refusal of the delivery.

- H. Unless otherwise stated, all prices include delivery and placement within the ship-to-address in that area specified in the Contract or Purchase Order.
- I. Collect shipments will not be accepted.
- J. All shipments shall be F.O.B. point of destination as indicated in the Proposal or on the Purchase Order.

38. INVOICES

Invoices must be completely identifiable, supported by delivery receipts where specified, and contain the following minimum information:

- 1. Purchase Order/Contract number.
- 2. Delivery destination as it appears on the Purchase Order.
- 3. Contract item number, quantity and description of item billed.
- 4. Unit price and extended price of each item.
- 5. Total amount of invoice.
- 6. Any prompt payment discount offered.

39. INDEMNIFICATION

By submitting a bid, all bidders agree that in the event they are awarded a contract, they will indemnify and otherwise hold harmless the District(s), its agents and employees from any and all liability, suits, actions or claims, together with all costs, expenses or attorneys' fees, arising out of their performance of work or supplying materials and services in connection with the contract. This agreement to indemnify and hold harmless shall cover all suits, actions, claims or liabilities asserted against the District(s), its agents and employees, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable to the District(s) or its employees or agents, to the extent that it shall be also determined that the acts, or failure to act are attributable, in whole or in part, to such bidders or its employees or agents.

40. ASSIGNMENT OF ANTITRUST CLAIMS

As consideration for the award and execution by the Board(s) of this contract, the successful bidder hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Board(s) pursuant to this contract.

41. HAZARDOUS MATERIALS

As required in the Hazardous Chemical Information Act of June, 1984, all vendors supplying any materials that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it is known to be present in the work place, and if employees may be exposed under normal conditions or in any foreseeable emergency situation. Material Safety Data Sheets must be provided directly to each School along with the shipping slips that includes those products.

42. CONTRACT DOCUMENTS

These General Instructions and any Special Instructions, Bid Specifications, Requests for Bid, Bid Proposal Form, Purchase Order, and Contract shall be a part of and constitute the contract entered into by the District(s) and any successful bidder. In the event there is any discrepancy between any of the foregoing contract

documents, the following order of documents governs so that the former prevails over the latter: Contract, Purchase Order, Bid Specifications, Special Instructions, General Instructions, Requests for Bid and Bid Proposal Form.

43. THE CONTRACT

This Contract shall be governed by Delaware law, and any dispute concerning the interpretation or application of this Contract, and any documents incorporated by reference into this Contract, or any materials supplied or work performed under this Contract must be heard in Delaware.

44. TRANSFER OF BIDS

The District named in this bid and the successful bidder may reach an agreement to make available to any agency or school district in the State the bid prices submitted for this contract. Where such an agreement exists, the District(s) named shall have access to purchase under the contract.

45. SUPPLIER DIVERSITY

In accordance with Executive Order 49 – the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Attachment 9.

Office of Supplier Diversity (OSD)
State of Delaware
Division of Small Business
820 N. French Street, 10th Floor
Wilmington, DE 19801

Telephone: 302-577-8477 Fax: 302-736-7915

Email: OSD@Delaware.gov

Web site: <https://business.delaware.gov/osd/>

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

46. AGENCY USE CONTRACT

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

47. Contractors/businesses/agencies/organizations whose employees or agents will have regular, direct contact with children will be required to send copies of Criminal Background Checks to the district(s) prior to working with children/students. In addition, review and sign below contract:

Delaware Title 31 §309 defines requirements for employees AND CONTRACTORS working or volunteering in a child-serving entity. The school district(s) are child-serving entities and therefore, no contractor may work in a building in a capacity where they have "...unsupervised contact with persons receiving care or education during the course of one's assigned duties" without required background checks.

This contract involves an entity providing contractual services by individuals who meet this definition. The contractor must not allow employees, contractors, or volunteers to perform responsibilities outlined in this contract until the employee, contractor, or volunteer has obtained "criminal background and Child Protection Registry checks" which must be provided to the Human Resources office of the hired school district. The only applicable source/type of checks consist of "a fingerprinted Delaware and national background check completed by the State Bureau of Identification (SBI) and the Federal Bureau of Investigation (FBI) as well as a Child Protection Registry check completed by the Department of Services for Children, Youth, and their Families (DSCYF). Information regarding the process for these checks will be provided to the contact identified in this contract and it is requested that the contractor make this available to anyone who may be fulfilling services as part of this contract. The responsibility of requesting the checks rests with the contractor, employee, or volunteer working under this contract. Upon submission of the checks, the personnel referenced in this contract may provisionally work in our school(s) pending determination of suitability.

If the school district(s) determines after review of background check and child protective registry, in its sole discretion, that personnel referenced in this contract are not suitable, contracting agency agrees to immediately remove employee, contractor, or volunteer from their assignment within the schools. The school district will not be responsible for any incurred costs after notification that said employee, contractor, or volunteer is not suitable for this work.

**Level 3 UL 752 Bullet Resistant Frame & Door
Colonial School District
RFP # 4-27-01**

Scope of Work

Colonial School District is planning to purchase Level 3 UL 752 Bullet Resistant Frame & Door, as needed, throughout the district. **The awarded vendor(s) will be responsible for supplying and installing the requested products listed in the specifications.**

Request for Proposal Procedures

Offers submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible offers that submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing offers during the negotiation process.

The award shall be given to the responsible offeror(s), whose proposal is most advantageous to the school district, taking into consideration the evaluation factors set forth in this request

Evaluation Criteria

The award of a contract shall be based on the best proposal received in accordance with the evaluation criteria below:

Experience and reputation 20%

Expertise and technical capacity 20%

Pricing 30%

Capacity to perform 20%

Geographic location 10%

Vendors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible vendors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing vendors during the negotiation process.

The award shall be made to the responsible vendor(s) whose proposal is most advantageous to the school district, taking into consideration the evaluation factors set forth in this request.

Installation

Installation to occur as needed by the district. Vendors must be willing to do installation outside of student hours at no additional cost. Schools are generally open until 11:00 PM in the evening during the school year and during regular business hours during the summer months.

Pricing

A breakdown of pricing must be included on the excel pricing sheet.

All Labor shall be bid at State of Delaware Prevailing Labor Pricing

All vendors must indicate the duration of the bid pricing. Prices must be guaranteed until January 1, 2029.

Contracts can be renewed for additional years upon mutual agreement of all parties.

It is required to use & submit the excel pricing sheet attached for pricing.

Schools

The schools included Southern Elementary School, Wilbur Elementary School and Colywck Elementary School of the Colonial School District

School & Building List may be found on the district website: www.colonialschooldistrict.org

Bid Deposit

The requirement of a 10% secured bid deposit is waived for this project.

Performance Bond

A 100% performance bond is waived for this project.

Site Inspection

There will be **NO PRE-BID MEETING**.

Questions

All questions regarding this RFP may be addressed to Ms. Latoya M. Strickland Procurement Specialist of Central Bidding via e-mail at lstrickland@dataservice.org. All questions and answers will be posted on the State of Delaware website <https://contracts.delaware.gov/Bids>. It is the vendor's responsibility to view the website to check for any addendums.

Early Termination

The Colonial School District may terminate this contract at any time. There will be no early termination charges, and the CSD must provide a 30-day written notice to implement early termination.

Funding Out Clause

The awarding of this contract and issuance of purchase orders is contingent upon the continued availability of both local and state funding sources.

Quantities/Buildings

The district has the right to add/drop buildings based on available funds. No charges will be charged to the district for these changes.

Bidders

Must provide the following with the returned bid, on each line number of equipment and parts **(listed on the excel price sheet)**

1. The model number and Brand that is being bid

2. Price installed for each Item on list,
3. A cut/specification sheet on each part/equipment on list
4. Warranty information for each product
5. Labor rate
6. Supporting documentation for all evaluation criteria

Submissions

Vendors are asked to submit one complete electronic copy of your proposal to bids@dataservice.org by **August 19, 2026 @ 2:00PM**. You may use the format of your choice while it is recommended that it mirror the evaluation criteria to facilitate the ease of reading and scoring.

Contract Period

Prices must be guaranteed until January 1, 2029. The contract may be extended for additional years upon mutual agreement of all parties. Each contract may be renewed for four (4) one (1) year periods through negotiation between the Vendor and the Colonial School District.

Multiple Award

In order to ensure that the district receives adequate coverage, the district reserves the right to award this contract to more than one vendor. Each service may be awarded individually or grouped; however, it is determined to be in the best interest of the district.

This contract may be utilized by other school districts, state agencies, or political subdivisions within the State of Delaware. All purchases made under this contract shall be subject to the same terms, conditions, and pricing

PART 1 - GENERAL

1.1 REFERENCES

Underwriters Laboratory UL 752-Standard for Bullet Resisting Equipment.

ASTM C 1172 - Standard Specification for Laminated Architectural Flat Glass.

ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.

ASTM B 221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.

1.2 ACTION SUBMITTALS

Product Data: For each type of framing and glass including manufacturer recommended installation instructions.

Shop Drawings: Include plans, elevations, sections, details, attachment to other work.

1.3 INFORMATION SUBMITTALS

Product Test Reports: Indicating compliance with requirements

Warranty: Sample of finish warranty

1.4 WARRANTY

Workmanship Warranty: All materials shall be warranted against defects for a period of 2 year for the date of receipt at the project site. Provide certificates of manufacturer's standard limited warranty with close-out documents.

Finish Warranty: Manufacturer's warranty against deterioration of factory finishes for a period of 5 years from the date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURED UNITS

Basis of Design:

Subject to compliance with requirements, provide products with the following:

Total Security Solutions, Inc., 935 Garden Lane, Fowlerville, MI 48836, 866 734-6277. Attn: Sales Department, sales@tssbulletproof.com. Web: www.tssbulletproof.com.

Subject to compliance with requirements, manufacturers of products of equivalent design may be acceptable if approved in accordance with this specification.

Design Performance:

Through the design, manufacturing techniques and material application the TSS BL3-DR Bullet Resistant Aluminum Door and Frame Assembly shall be constructed of extruded aluminum in 6061-T6 alloy/tempered.

Door and Frame shall have no exposed fasteners.

Corner joints shall consist of extruded and keyed aluminum spline with continuous 3/8" diameter steel tie rod at door top and bottom rails.

All joints and connections shall be tight, providing hairline points and true alignment of adjacent members.

Panels shall not be removed from threat side.

Door assembly swing: TBD.

Door and Frame Assembly Dimensions: TBD

Door and Frame Performance:

Standard door and frame assembly shall be manufactured to defeat ballistic assaults from a .44 magnum superpower small arms handgun, in accordance with UL Standard 752, Level 3.

Door assembly stiles, top rails and bottom rails shall be lined with hardened steel to meet Level 3 UL standards as required.

Door Type - Wide Stile Aluminum Doors:

Top rail to be 6-1/2"

Stiles: 5".

Bottom rail, including glass stops: 10"

Aluminum Door and Sidelight Frames and Extrusions: 1-3/4" x 4" with structural section .125" thick.

Glazing: LP-1250 Polycarbonate/Acrylic Laminate, 1-1/4" thick, 7.7lbs/sf to comply with UL 752, Level 3 protection.

Door Hardware:

Hinges: Select SL-11HD continuous aluminum gear hinge.

Door Closer: LCN 400 series Heavy Duty.

Exit Device: Von Duprin 98 Series

Door Pull: TBD

See Per Opening Hardware on Per Opening Description List

Door Frame Construction:

Frame assembly shall provide UL Level 3 protection level to match bullet resistance of door.

Non-ricochet type, ballistic extruded aluminum in 6061-T6 alloy, aluminum finish.

Sizes: 2 3/8" thick medium stile door rails with 1-3/4" x 4" BR aluminum jamb.

Factory-applied finish:

Architectural Class I, clear coating AA-M10C22A41 Mechanical Finish Chemical Finish: etched, medium matte; 0.70 mils minimum complying with AAMA 611 "Voluntary Specification for Anodized Architectural Aluminum"

Architectural Class I, color coating AA-M10C22A42/A44 Mechanical Finish Chemical Finish: etched, medium matte; 0.70 mils minimum complying with AAMA 611 "Voluntary Specification for Anodized Architectural Aluminum".

Color: Clear Anodized Aluminum Finish

Field alterations to the construction of the assembly fabricated under the acceptable standards are not allowed unless approved in writing by the manufacturer and the Architect.

Standard manufacturing tolerances +/- 1/16" shall be maintained.

2.2 PERFORMANCE CRITERIA

Ballistic Resistant: Level 3 in accordance with UL 752 – Testing for Ballistic Resistance for the complete assembly including framing, glazing and panels.

2.3 FABRICATION

Aluminum sections to be manufactured in accordance with ASTM B209, Extruded aluminum alloy 6063 T5 Anodized to match the existing décor and be free of sharp edges or burrs when in place. Glazing Channel: U-Channel specifically designed for securing transparencies tightly in place. Angles and stops are only acceptable for top attachment. All exposed aluminum edges shall be clean cut and have no burrs. Exposed corners shall be rounded and sanded.

Tolerances: All joints and connections shall be tight, providing hairline joints and true alignment of adjacent members

2.4 ACCESSORIES

Anchors: Fully concealed manufacturer recommended.

PART 3 - EXECUTION

3.1 PREPARATION

Prior to beginning installation, verify that all supports have been installed as required by the Project Documents, any architectural drawings, and Shop Drawings have been approved.

Notify School District of any unsatisfactory preparation that is responsibility of others.

Clean and prepare all surfaces per manufacturer's recommendations as required for achieving the best results for the substrate under the project conditions.

Verify field dimensions of openings prior to fabrication of framing.

Coordinate structural requirements to ensure proper attachment and support.

Do not begin installation of material until all unsatisfactory conditions have been resolved and approved by School District.

3.2 INSTALLATION

Do not begin installation until openings have been verified and surfaces properly prepared in accordance with Drawings.

Installation in accordance with manufacturer's instructions and UL 752. Set all equipment plumb.

All products shall be installed per installation instructions provided by manufacturer.

Door and frame assembly shall arrive on site completely prefabricated to field dimensions approved by Shop Drawings.

Install framing and secure to existing structure in accordance with manufacturer's recommendations and approved shop drawings.

Provide required support and securely fasten and set doors and frame plumb, square, and level without twist or bow.

Apply sealant in accordance with manufacturer's recommendations as indicated in installation instructions.

Remove excess sealant and leave exposed surfaces clean and smooth

3.3 PROTECTION

Clean and protect door and frame assembly from damage during ongoing construction operations. If damage occurs, remove and replace as required to provide assembly in their original, undamaged condition.

Inspection and Cleaning: Verify installation is complete and complies with manufacturer's requirements.

Provide final cleaning of products and accessories, removing excess sealant, labels and protective covers.

Touch-up, repair or replace damaged products prior to Substantial Completion.

PART 2 – Bullet Resistant Aluminum Frames & Windows

A. Field glazed bullet resistant aluminum frames and or windows.

1.2 REFERENCES

Underwriters Laboratory UL 752-Standard for Bullet Resisting Equipment.

ASTM E119-98- Standard Test Methods for Fire Tests of Building Construction and Materials.

ASTM B 209/B 209M- Standard Specification for Aluminum and Aluminum Alloy Sheet and Plate.

ASTM A 666-Standard Specification for Annealed or Cold-Worked Austenitic Stainless-Steel Sheet, Strip, Plate and Flat Bar.

1.3 INFORMATION SUBMITTALS

Product Test Reports: Indicating compliance with requirements

1.4 WARRANTY INFORMATION

Workmanship Warranty: All materials shall be warranted against defects for a period of 1 year for the date of receipt at the project site. Provide certificates of manufacturer's standard limited warranty with close-out documents.

Finish Warranty: Manufacturer's warranty against deterioration of factory finishes for a period of 5 years from the date of Substantial Completion.

PART 2 – PRODUCTS

2.1 MANUFACTURED UNITS

Basis of Design:

Subject to compliance with requirements, provide products by the following:

Total Security Solutions, Inc., 935 Garden Lane, Fowlerville, MI 48836, 866 734-6277. Attn: Sales Department, sales@tssbulletproof.com. Web: www.tssbulletproof.com or approved equal.

Subject to compliance with requirements, manufacturers of products of equivalent design may be acceptable if approved in accordance with the following:

Design Performance:

Through the design, manufacturing techniques and material application the window system shall be of the non-ricochet type. This design is intended to permit the capture and retention of an attacking projectile lessening the potential of a random injury or lateral penetration.

This assembly shall provide single or multiple transaction positions utilizing the "natural voice" baffle configuration. This design shall employ offset vertical standing vision panels and 5" baffles to complete the "natural voice" design as well as to protect against angled ballistic penetrations.

Each transaction position may have a stainless-steel dip tray as shown on the drawings.

All vision panels and baffles shall be cut to size with all exposed edges polished. Necessary holes shall be pre-drilled and tapped where required. Stainless Steel assembly screws and acrylic spacers shall be provided. Clear anodized angles and channels shall be provided in field lengths.

Anchor screws shall be provided by the installer.

Field alterations to the construction of the assembly fabricated under the acceptable standards are not allowed unless approved in writing by the manufacturer and the Architect.

Standard manufacturing tolerances +/- 1/16" shall be maintained.

2.2 PERFORMANCE CRITERIA

A. Ballistic Resistant:

1. Level 3 in accordance with UL 752 – Testing for Ballistic Resistance for the complete assembly including framing, glazing and panels.

2.3 FABRICATION

- A. Aluminum sections to be manufactured in accordance with ASTM B209, Extruded aluminum alloy 6063 T5 Anodized to match the existing décor and be free of sharp edges or burrs when in place.
- B. Glazing Channel: U-Channel specifically designed for securing transparencies tightly in place. Angles and stops are only acceptable for top attachment. All exposed aluminum edges shall be clean cut and have no burrs. Exposed corners shall be rounded and sanded.
- C. Tolerances: All joints and connections shall be tight, providing hairline joints and true alignment of adjacent members

2.4 FRAME FINISH

A. Factory-applied finish:

1. Architectural Class I, clear coating AA-M10C22A41 Mechanical Finish Chemical Finish: etched, medium matte; 0.70 mils minimum complying with AAMA 611 "Voluntary Specification for Anodized Architectural Aluminum"
2. Architectural Class I, color coating AA-M10C22A42/A44 Mechanical Finish Chemical Finish: etched, medium matte; 0.70 mils minimum complying with AAMA 611 "Voluntary Specification for Anodized Architectural Aluminum".
 - a. Color: Clear Anodized Aluminum Finish

- B. Cap the bottom of glazing with the corresponding finish material selected for frame.

2.5 GLAZING

- A. Glazing shall be LEVEL 3 Glass-Clad Polycarbonate 1-1/4" Thickness in accordance with UL 752
- B. Acrylic: All acrylic pieces shall meet or exceed UL 752 testing for ballistic integrity. All edges of acrylic shall be filed, sanded after cutting to remove rough edges and then polished until "water clear" transparent. All through holes for fasteners shall be 3/8" in diameter and be drilled clean. Chipped edges at through-hole exit points are not acceptable. All acrylic pieces shall be supported in the proper glazing channel designed for this purpose.
- C. Glazing gaskets:
 - 1. Interior: Closed cell neoprene.
 - 2. Exterior: Solid neoprene.

2.6 ACCESSORIES

- A. Anchors: Fully concealed manufacturer recommended.
- B. Mounting plates and connecting clips shall be fabricated from 1/8" thick clear polycarbonate.
- C. Transaction Window & Deal Tray:
 - Level 3 stainless steel MK-1 voice port
 - Stainless steel recessed deal tray with Level 3 bullet trap: 16" x 10" x 1-3/4" +/-
 - Level 3 rated stainless-steel countertop: 48" x 18" x 2" +/-
 - Finish: Brushed Stainless Steel #4 finish.
 - Material: 18-gauge stainless steel.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Prior to beginning installation, verify that all supports have been installed as required and Shop Drawing have been approved. Notify School District of any unsatisfactory preparation that is responsibility of others.

1.1 Clean and prepare all surfaces per manufacturers' recommendations as required for achieving the best results for the substrate under the project conditions.

1.2 Verify field dimensions of openings prior to fabrication of framing.

1.3 Coordinate structural requirements to ensure proper attachment and support.

1.4 Do not begin installation of material until all unsatisfactory conditions have been resolved and approved by Architect.

3.2 INSTALLATION

- A. Do not begin installation until openings have been verified and surfaces properly prepared in accordance with approved Drawings.
 - B. Installation in accordance with manufacturer's instructions and UL 752. Set all equipment plumb.
 - C. All products shall be installed per installation instructions provided by manufacturer.
 - D. Windows shall arrive on site as a completed unit to field dimensions by approved Shop Drawings. Transaction Window shall be secured to structure using approved anchors.
 - E. Install framing and secure to existing structure in accordance with manufacturer's recommendations and approved shop drawings.
 - F. Provide required support and securely fasten and set windows plumb, square, and level without twist or bow.
- 1.5 Apply sealant in accordance with window and sealant manufacturer's recommendations as indicated in installation instructions.

3.3 PROTECTION

- A. Clean and protect windows from damage during ongoing construction operations. If damage occurs, remove and replace as required to provide windows in their original, undamaged condition.

- B. Inspection and Cleaning: Verify installation is complete and complies with manufacturer's requirements.
- C. Provide final cleaning of products and accessories, removing excess sealant, labels and protective covers.
- D. Touch-up, repair or replace damaged products prior to Substantial Completion.

Type 1 Opening – Supply & Install – Pair of UL Level 3 Alum Doors with UL Level 3 Alum Transom/Sidelite Frame:

- 1 - TSS UL Level 3 6' 0" x 7' 0" Door Opening with UL 752 Clear Anodized Aluminum Transom/Sidelite Frame with Glass Panels x RHR Active.
 - Aluminum Frame = 1-3/4" x 4" Aluminum Door Thickness = 2-3/8"
 - Glass Thickness = 1-1/4" Level 3 Glass (BY TSS) – Alum Doors & Sidelite area to Door Height only.
 - Glass Thickness = 1/2" Clear Tempered Glass for Transom Area above Door Opening (By Contractor)
 - EPT Prep in RHR Door and Frame Hinge Jamb Only
 - Overall Frame Size = 120" x 113" (See Frame Elevation below HW Set)
 - Hardware listed below is to be sent to TSS to be preinstalled on new Alum Doors.
 -

Hardware for Type 1 Opening:

1 – Select SL27-HD600 83" Full Mortise Heavy Duty Continuous Hinge x Clear Alum Finish

1 – Select SL27-HD600-EPT 83" Full Mortise Heavy Duty Continuous Hinge x EPT Prep x Clear Aluminum Finish x LH

1 – Von Duprin EPT-2 Electric Power Transfer x US28

2 - LCN 4040XP-SHCUSH-AL Heavy Duty Closer x Spring Cushion Hold Open Arm x TBSRT x 689/Alum Finish

1 - Von Duprin QEL-98NL-OP 36" Rim Exit Device w/Electric Latch Retraction x 32D x RHR

1 - Von Duprin 98EO 36" Rim Exit Device x Exit Only x 32D x LHR

1 – Von Duprin KR4954 7'2" Keyed Removable Mullion with 154 Mullion Stabilizer x SP28

1 - Sargent 34 6 Pin Rim Cylinder x RA KW "O" Bitted for 2-3/8" thick Door x 26D

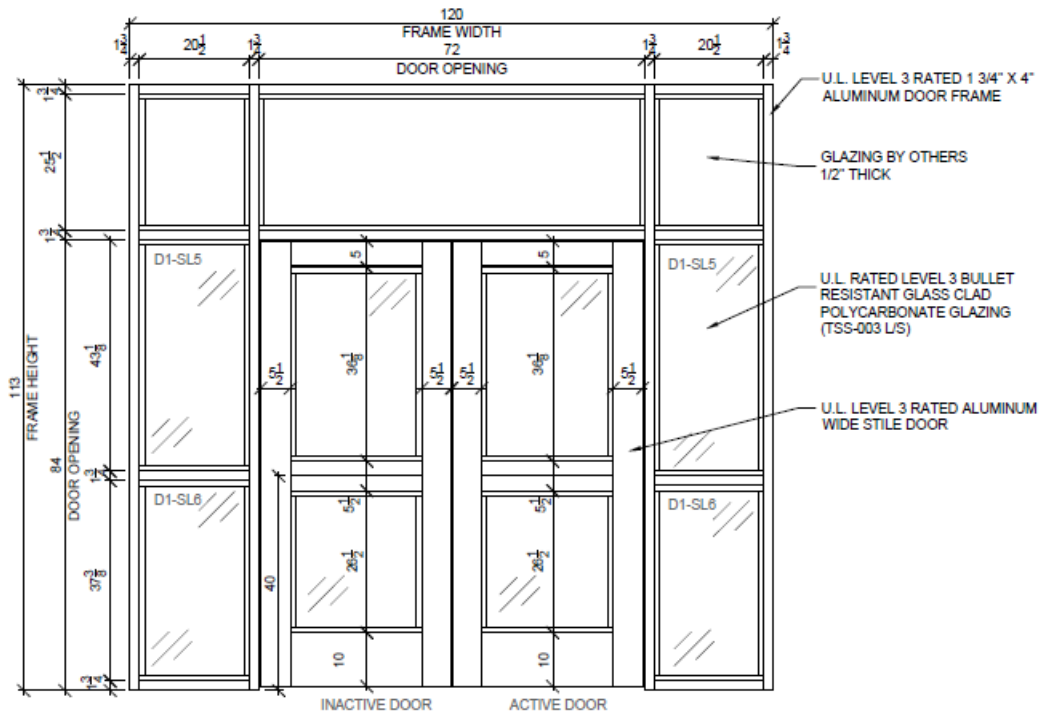
1 - Sargent 41 6 Pin Rim Cylinder x RA KW "O" Bitted x 26D

1 - Rockwood BF258HD Offset 1-1/4" Dia. Door Pull x 12" CTC x 2-3/8" Door Thickness x Type 12HD mounting x 32D. Note: RHR Door Only

1 - Von Duprin PS902 x 900RS Power Supply

Install Note: Connect Elec wiring from VD QEL Device thru EPT and run new wiring to new VD Power Supply Location (TBD). Test new Exit Device for proper latch retraction.

Type 1 Opening – Frame Elevation



Type 2 Opening – Supply & Install - Single UL Level 3 Alum Door with UL Level 3 Alum Sidelite Frame and Transaction Window:

1 - TSS UL Level 3 3' 0" x 7' 0" Door Opening with UL 752 Level 3 Clear Anodized Aluminum Sidelite Frame with Transaction Window x proper hardware preps.

Frame = 1-3/4" x 4" TSS UL Level 3 3' 0" x 7' 0" Door Opening with UL 752 Clear Anodized Aluminum Transom/Sidelite Frame with Glass Panels x RHR Active.

- Aluminum Frame = 1-3/4" x 4"
- Aluminum Door Thickness = 2-3/8"
- Glass Thickness = 1-1/4" Level 3 Glass (BY TSS) – Alum Door only.
- EPT Prep in RHR Door and Frame Hinge Jamb Only
- Overall Frame Size = 107-3/4" x 85-1/4" (See Frame Elevation below HW Set)
- Hardware listed below is to be sent to TSS to be preinstalled on new Alum Door.

Transaction Window Includes:

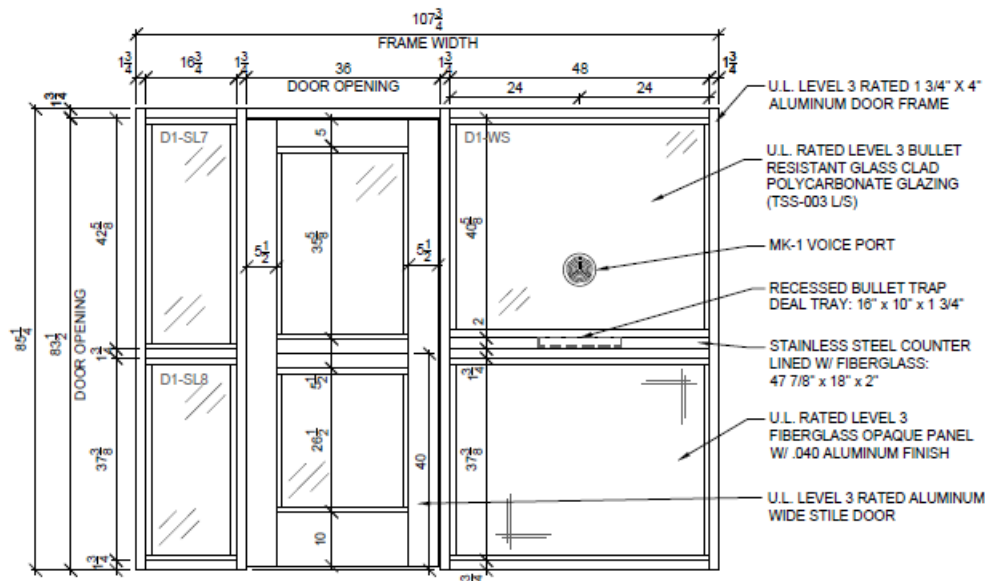
- 1 – Piece of 1-1/4" TSS 003 low spall (glass-clad polycarbonate) glass.
- 1 – TSS Stainless Steel Counter with SS and Recessed Deal Tray with Level 3 Bullet Trap: 12" x 10" x 1-3/4"
- 1– TSS Stainless Steel MK-1 Voice Port
- 1 – TSS Bottom Level 3 Aluminum Panel below Deal Tray x Clear Alum Finish

Hardware for Type 2 Opening:

- 1 – Select SL27-HD600-EPT 83" Full Mortise Heavy Duty Continuous Hinge x EPT Prep x Clear Aluminum Finish x LH
- 1 – Von Duprin EPT-2 Electric Power Transfer x US28
- 1 - LCN 4040XP-SHCUSH-AL Heavy Duty Closer x Spring Cushion Hold Open Arm x TBSRT x 689/Alum Finish
- 1 - Von Duprin QEL-98NL-OP 36" Rim Exit Device w/Electric Latch Retraction x 32D x RHR
- 1 - Sargent 34 6 Pin Rim Cylinder x RA KW "O" Bitted for 2-3/8" thick Door x 26D
- 1 - Rockwood BF258HD Offset 1-1/4" Dia. Door Pull x 12" CTC x 2-3/8" Door Thickness x Type 12HD mounting x 32D.
- 1 - Von Duprin PS902 x 900RS Power Supply

Install Note: Connect Elec wiring from VD QEL Device thru EPT and run new wiring to new VD Power Supply Location (TBD). Test new Exit Device for proper latch retraction.

Type 2 Opening – Frame Elevation



This specification is to be used by the bidders to provide pricing of the openings listed in this part of the RFQ and is subject of compliance with a manufacturer that's offers **ALL** the products listed in the RFP which

include all Aluminum Frames, Aluminum Doors, FRP Door and Misc. Hardware or approved equal. NO EXCEPTIONS:

PART 1 - GENERAL

- A. Product Data: Submit manufacturer's product data, including description of materials, components, fabrication, finish, and installation.
- B. Shop Drawings: Submit manufacturer's shop drawings, including elevations, sections, and details, indicating dimensions, tolerances, materials, fabrication, framing, glazing, finish, options, and accessories.
- C. Samples:
 - 1. Submit manufacturer's samples of the frame and door for the openings, showing framing, glazing, finish, and accessories.
 - 2. Color: Submit manufacturer's samples of standard finishes for framing.
- D. Manufacturer's Project References: Submit list of successfully completed entrance system projects, including project name and location, name of architect, and type and quantity of entrance systems installed within the last 2 years up to May 2026.
- E. Maintenance Manual: Submit manufacturer's maintenance and cleaning instructions for storefront systems.
- F. Warranty: Submit manufacturer's standard warranty.

1.2 QUALITY ASSURANCE

- A. Single Source Responsibility: Provide storefront systems and aluminum doors from single manufacturer. All final field measuring dimensions must be shown on submittal drawings for approval by owner, prior to ordering. Any mistake ordering any materials including finish of products is the sole responsibility of the contractor, not the owner.
- B. Manufacturer's Qualifications:
 - 1. Minimum of 25 years' successful experience continuously manufacturing entrance systems
 - B. Installer's Qualifications: Minimum of 5 consecutive years' successful experience in installation of similar storefront systems.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying model and manufacturer.
- C. Handling: Protect materials and finish from damage during handling and installation.

1.4 WARRANTY

- A. Warrant framing against failure in materials and workmanship, including excessive deflection and deterioration of finish or construction more than normal weathering.
- B. Warranty Period: Ten years starting on date of shipment.

2.1 MANUFACTURER

- A. Special-Lite, Inc., PO Box 6, Decatur, Michigan 49045. Toll Free (800) 821-6531. Phone (269) 423-7068. Fax (800) 423-7610. Web Site www.special-lite.com. E-Mail info@special-lite.com.

2.2 FRP FLUSH DOORS

- A. Model: SL-17 Flush Doors with SpecLite3 fiberglass reinforced polyester (FRP) face sheets.

- B. Construction:
 - 1. Door Thickness: 1-3/4 inches.
 - 2. Stiles and Rails: Aluminum extrusions made from prime-equivalent billet that is produced from 100% reprocessed 6063-T6 alloy recovered from industrial processes, minimum of 2-5/16-inch depth.
 - 3. Corners: Mitered.
 - 4. Provide joinery of 3/8-inch diameter full-width tie rods through extruded splines top and bottom integral to standard tubular shaped stiles and rails reinforced to accept hardware as specified.
 - 5. Securing Internal Door Extrusions: 3/16-inch angle blocks and locking hex nuts for joinery. Welds, glue, or other methods are not acceptable.
 - 6. Furnish extruded stiles and rails with integral reglets to accept face sheets. Lock face sheets into place to permit flush appearance.
 - 7. Rail caps or other face sheet capture methods are not acceptable.
 - 8. Extrude top and bottom rail legs for interlocking continuous weather bar.
 - 9. Meeting Stiles: Pile brush weather-seals. Extrude meeting stile to include integral pocket to accept pile brush weather-seals.
 - 10. Bottom of Door: Install bottom weather bar with nylon brush weatherstripping into extruded interlocking edge of bottom rail.
- C. Face Sheet:
 - 1. Material: SpecLite3 FRP, 0.120-inch thickness, finish color throughout.
 - 2. Protective coating: Abuse-resistant engineered surface. Provide FRP with SpecLite3 protective coating, or equal.
 - 3. Texture: Pebble Color: Standard FRP Color (TBD). Adhesion: The use of glue to bond face sheets to foam core is prohibited.
- D. Core:
 - 1. Material: Poured-in-place polyurethane foam. Density: Minimum of 5 pounds per cubic foot. R-Value: Minimum of 9.
- E. Cutouts:
 - 1. Manufacture doors with cutouts for required vision lites, louvers, and panels.
 - 2. Factory installation of all vision lites, louvers, and panels.
- F. Hardware:
 - 1. Pre-machine doors in accordance with templates from specified hardware manufacturers and hardware schedule.
 - 2. **Factory install hardware.**

2.3 MATERIALS

- A. Aluminum Members:
 - 1. Aluminum extrusions made from prime-equivalent billets that are produced from 100% reprocessed 6063-T6 alloy recovered from industrial processes: ASTM B 221.
 - 2. Sheet and Plate: ASTM B 209.
 - 3. Alloy and Temper: As required by manufacturer for strength, corrosion resistance, application of required finish, and control of color.
- B. Components: Door and frame components from same manufacturer.
- C. Fasteners:

1. Material: Aluminum, 18-8 stainless steel, or other noncorrosive metal.
2. Compatibility: Compatible with items to be fastened.
3. Exposed Fasteners: Screws with finish matching items to be fastened.

2.4 FABRICATION

- A. Sizes and Profiles: Provide as required to match existing/same type of doors and frame.
- B. Coordination of Fabrication: Field measure before fabrication and show recorded measurements on shop drawings.
- C. Assembly:
 1. Complete cutting, fitting, forming, drilling, and grinding of metal before assembly.
 2. Remove burrs from cut edges.
- D. Welding: Welding of doors or frames is not acceptable.
- E. Fit:
 1. Maintain continuity of line and accurate relation of planes and angles.
 2. Secure attachments and support at mechanical joints with hairline fit at contacting members.

2.5 ARCHITECTURAL PANELS

- A. FRP Panels:
 1. Model: SL-37 Architectural Panels with SpecLite3 FRP face sheets.
 2. Thickness: 1"
- B. Face Sheets:
 1. Material: SpecLite3 FRP, 0.120-inch thickness, finish color throughout. Abuse-resistant engineered surface.
 2. Texture: Pebble.
 3. Color: Standard FRP Color (TBD)
- C. Insulated SpecLite3 FRP Panels:
 1. Insulated Panels: Two 0.120-inch minimum thickness sheets.
 2. Core: Foam polyurethane core of a minimum of 5 pounds per cubic foot density.
 3. Form components to function as single units.
 4. R-Value: Minimum of 4 for 1-inch panels.
- D. Class A Flame Spread and Smoke Developed Rating:
 1. Class A flame spread and smoke developed rating on interior faces of exterior panels, and both faces of interior panels.
 2. Flame Spread, ASTM E 84: Maximum of 25.
 3. Smoke Developed, ASTM E 84: Maximum of 450.

2.6 ALUMINUM DOOR FRAMING SYSTEMS

- A. Tubular Framing:
 - 1. Size and Type: As indicated on the Frame Elevations in pricing section.
 - 2. Materials: Aluminum extrusions made from prime-equivalent billets that is produced from 100% reprocessed 6063-T6 alloy recovered from industrial processes, 1/8-inch minimum wall thickness.
 - 3. Applied Doorstops: 0.625-inch high, with screws and weatherstripping. Doorstop shall incorporate pressure gasketing for weathering seal. Counterpunch fastener holes in door stop to preserve full metal thickness under fastener head.
 - 4. Frame Members: Box type with 4 enclosed sides. Open-back framing is not acceptable.
 - 5. Caulking: Caulk joints before assembling frame members.
 - 6. Joints:
 - a. Secure joints with fasteners.
 - b. Provide hairline butt joint appearance.
 - 7. Field Fabrication: Field fabrication of framing using stick material is not acceptable.
 - 8. Applied Stops: For side, transom, and borrowed lites and panels. Applied stops shall incorporate pressure gasketing for weathering seal. Reinforce with solid bar stock fill for frame hardware attachments.
 - 9. Hardware:
 - a. Pre-machine and reinforce frame members for hardware in accordance with manufacturer's standards and hardware schedule.
 - b. Factory install hardware.
 - 10. Anchors:
 - a. Anchors appropriate for wall conditions to anchor framing to wall materials.
 - b. Door Jamb and Header Mounting Holes: Maximum of 24-inch centers.
 - c. Secure head and sill members of transom, side lites, and similar conditions.
 - 11. Side Lites:
 - a. Factory preassemble side lites to greatest extent possible.
 - b. Mark frame assemblies according to location.
- B. Insert Framing System:
 - 1. Model: SL-1030 Series
 - 2. Insert frame with integral stop fitted with weatherstripping.
 - 3. Corner joints of miter design, secure with furnished aluminum clips, and screw into place.
 - 4. Hardware:
 - a. Pre-machine and reinforce insert frame members for hardware in accordance with manufacturer's standards and hardware schedule.
 - b. **Factory install hardware.**
 - 5. Anchors:
 - a. Anchors of suitable type to fasten insert framing to existing frame materials.
 - b. Minimum of 5 anchors on jambs up to 7'-4" height, 3 anchors on headers, and 1 additional anchor for each additional foot of frame.
- C. Frame Capping:
 - 1. Model: SL-70.
 - 2. Capping: With insert frame.
 - 3. Finish: Dark Bronze.

2.5 ARCHITECTURAL PANELS

- A. Model: SL-37 SpecLite3 FRP Architectural Panels.
1. Thickness: 1 inch
 2. Color: Standard Color as required.
 3. Texture: Pebble.
 4. Insulated SpecLite3 FRP Panels:
 - a. Insulated Panels: Two 0.120-inch minimum thickness sheets.
 - b. Core: Foamed polyurethane core of a minimum of 5 pounds per cubic foot density.
 - c. Form components to function as single unit.
 - d. R-Value: Minimum of 4 for 1-inch panels.
 5. Class A Flame Spread and Smoke Developed Rating:
 - a. Interior faces of exterior panels and both faces of interior panels.
 - b. Flame Spread, ASTM E 84: 25 maximums.
 - c. Smoke Developed, ASTM E 84: 450 maximums.

Type 3 Opening – Supply & Install – Pair of FRP Doors with New Alum Transom Frame:

1 – Special Lite SL-280 6' 0" x 7' 0" Door Opening with Dark Bronze Anodized Aluminum Transom Frame with Glass Panels x RHR Active.

- Aluminum Frame = 2" x 8"
- Glass – 1" Insulated Low E Clear Tempered Safety Glass for both Frame and FRP Doors supplied by Special Lite. Factory installed in FRP Doors.
- EPT Prep in RHR Door and Frame Hinge Jamb Only
- Overall Frame Size = 76" x 120"
- (1) Pair of Special Lite 3' 0" x 7' 0" SL-17 FRP Doors with 8" Top and Mid Rails x 10" Bottom Rail x proper hardware preps with SL-301 Adjustable Bottom Brush and AS-4A Adjustable Meeting Stile Astragal x Standard S/L FRP Color.
- Hardware listed below is to be sent to Special Lite to be preinstalled on new FRP Doors.

Hardware for Type 3 Opening:

1 – Select SL11HD 83" Full Mortise Heavy Duty Continuous Hinge x DKB

- 1 – Select SL11HD-EPT 83" Full Mortise Heavy Duty Continuous Hinge x EPT Prep x DKB
1 – Von Duprin EPT-2 Electric Power Transfer x SP313
2 - LCN 4040XP-SHCUSH-AL Heavy Duty Closer x S-H-CUSH Hold Open Arm x TBSRT x DKB
1 - Von Duprin QEL-98NL-OP 36" Rim Exit Device w/Electric Latch Retraction x 32D x RHR

- 1 - Von Duprin 98EO 36" Rim Exit Device x Exit Only x 32D x LHR
- 1 - Special Lite SL-60 Keyed Removable Alum Mullion x DKB
- 1 - Von Duprin 154 Mullion Stabilizer x SP28
- 1 - Sargent 34 6 Pin Rim Cylinder x RA KW "O" Bitted x 313
- 1 - Sargent 41 6 Pin Mortise Cylinder x RA KW "O" Bitted x 313
- 2 - Special Lite SL86 Flush Door Pulls x DKB.

Install Note: Connect Elec wiring from VD QEL Device thru EPT and run new wiring to new VD Power Supply Location (TBD). Test new Exit Device for proper latch retraction.

Type 4 Opening – Supply & Install – Pair of FRP Doors with New Alum Frame:

- 1 – Special Lite SL-280 6' 0" x 7' 0" Door Opening with Dark Bronze Anodized Aluminum Frame x RHR Active.
 - Aluminum Frame = 2" x 8"
 - Glass – 1" Insulated Low E Clear Tempered Safety Glass for FRP Doors supplied by Special Lite. Factory installed in FRP Doors.
 - EPT Prep in RHR Door and Frame Hinge Jamb Only
 - Overall Frame Size = 76" x 120"
 - (1) Pair of Special Lite 3' 0" x 7' 0" SL-17 FRP Doors with 8" Top and Mid Rails x 10" Bottom Rail x proper hardware preps with SL-301 Adjustable Bottom Brush and AS-4A Adjustable Meeting Stile Astragal x Standard S/L FRP Color.
 - Hardware listed below is to be sent to Special Lite to be preinstalled on new FRP Doors.

Hardware for Type 4 Opening:

2 – Select SL11HD 83" Full Mortise Heavy Duty Continuous Hinge x DKB

- 2 - LCN 4040XP-SHCUSH-AL Heavy Duty Closer x S-H-CUSH Hold Open Arm x TBSRT x DKB
- 1 - Von Duprin 98NL-OP 36" Rim Exit Device x 32D x RHR
- 1 - Von Duprin 98EO 36" Rim Exit Device x Exit Only x 32D x LHR
- 1 - Special Lite SL-60 Keyed Removable Alum Mullion x DKB
- 1 - Von Duprin 154 Mullion Stabilizer x SP313
- 1 - Sargent 34 6 Pin Rim Cylinder x RA KW "O" Bitted x 313
- 1 - Sargent 41 6 Pin Mortise Cylinder x RA KW "O" Bitted x 313
- 2 - Special Lite SL86 Flush Door Pulls x DKB.

Type 5 Opening – Supply & Install - Single FRP Door with New Alum Frame:

1 – Special Lite SL-280 3' 0" x 7' 0" Door Opening with Dark Bronze Anodized Aluminum Frame x RHR Active.

- Aluminum Frame = 2" x 8"
- Glass – 1" Insulated Low E Clear Tempered Safety Glass for FRP Door supplied by Special Lite, Factory installed in FRP Door.
- Overall Frame Size = 76" x 86"
- Special Lite 3' 0" x 7' 0" SL-17 FRP Door with 8" Top and Mid Rails x 10" Bottom Rail x proper hardware preps with SL-301 Adjustable Bottom Brush x Standard S/L FRP Color.
- Hardware listed below is to be sent to Special Lite to be preinstalled on new FRP Doors.

Hardware for Type 5 Opening:

1 – Select SL11HD 83" Full Mortise Heavy Duty Continuous Hinge x DKB

- 1 - LCN 4040XP-SHCUSH-AL Heavy Duty Closer x S-H-CUSH Hold Open Arm x TBSRT x DKB
- 1 - Von Duprin 98NL-OP 36" Rim Exit Device x 32D x RHR
- 1 - Sargent 34 6 Pin Rim Cylinder x RA KW "O" Bitted x 613
- 1 – Special Lite SL86 Flush Door Pull x DKB.

Type 6 Opening – Supply & Install – Single FRP Door with Insert Frame:

1 – Special Lite SL-1030 Insert Frame for existing 3' 0" x 7' 0" Door Opening x Dark Bronze Anodized Aluminum Fram.

- Glass – 1" Insulated Low E Clear Tempered Safety Glass for FRP Door supplied by Special Lite, Factory installed in FRP Door.
- Overall Frame Size = 36" x 84"
- Special Lite 3' 0" x 7' 0" SL-17 FRP Door with Narrow Vision x proper hardware preps with SL-301 Adjustable Bottom Brush x Standard S/L FRP Color.
- Hardware listed below is to be sent to Special Lite to be preinstalled on new FRP Doors.

Hardware for Type 6 Opening:

1 – Select SL11HD 83" Full Mortise Heavy Duty Continuous Hinge x DKB

- 1 - LCN 4040XP-SHCUSH-AL Heavy Duty Closer x S-H-CUSH Hold Open Arm x TBSRT x DKB
- 1 - Von Duprin 98NL-OP 36" Rim Exit Device x 32D x RHR
- 1 - Sargent 34 6 Pin Rim Cylinder x RA KW "O" Bitted x 613
- 1 – Special Lite SL86 Flush Door Pull x DKB.

Type 7 Opening – Supply & Install - HM Frame & HM Door with Hardware (No Spec):

1 – Curries C14 3' 0" x 7' 0" Welded 5-3/4" 14 Ga. HM Frame x proper hardware preps and reinforcements x prime painted.

1 – Curries 707T 3' 0" x 7' 0" Seamless 16 Ga. Flush HM Door x proper hardware preps and reinforcements x prime painted.

Hardware for Type 7 Opening:

1 – Select SL11HD 83" Full Mortise Heavy Duty Continuous Hinge x Alum

1 - LCN 4040XP-SHCUSH-AL Heavy Duty Closer x S-H-CUSH Hold Open Arm x TBSRT x 689

1 - Von Duprin 98L-996L 36" Rim Exit Device x Outside Lever Trim x 32D

1 - Sargent 34 6 Pin Rim Cylinder x RA KW "O" Bitted x 626

1 – Rockwood K1050F 8" x 34" x .050" Stainless Steel Kickplate x 32D

3 – Rockwood 608 Door Silencers x Grey

Type 8 Opening – Supply & Install - HM Frame & Prefinished Wood Door with Hardware (No Spec):

1 – Curries C14 3' 0" x 7' 0" Welded 5-3/4" 14 Ga. HM Frame x proper hardware preps and reinforcements x prime painted.

1 – VT Industries SCLC-3 3' 0" x 7' 0" Structural Lumber Core Flush Plain Sliced White Maple Wood Door x proper hardware preps x prefinished standard VT pre-finished color.

Hardware for Type 8 Opening:

1 – Select SL11HD 83" Full Mortise Heavy Duty Continuous Hinge x Alum

1 - LCN 4040XP-SHCUSH-AL Heavy Duty Closer x S-H-CUSH Hold Open Arm x TBSRT x 689

1 - Von Duprin 98L-996L 36" Rim Exit Device x Outside Lever Trim x 32D

1 - Sargent 34 6 Pin Rim Cylinder x RA KW "O" Bitted x 626

1 – Rockwood K1050F 8" x 34" x .050" Stainless Steel Kickplate x 32D

3 – Rockwood 608 Door Silencers x Grey

PROPOSAL PAGE

**Level 3 UL 752 Bullet Resistant Frame & Door
Colonial School District
RFP # 4-27-01**

NAME OF COMPANY SUBMITTING PROPOSAL

ADDRESS

THE UNDERSIGNED BIDDER CERTIFIES THAT NEITHER HE NOR ANY REPRESENTATIVE OF HIS COMPANY HAS, EITHER DIRECTLY OR 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.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

NAME OF LOCAL REPRESENTATIVE (**PRINT**)

FEDERAL E. I. NUMBER

TELEPHONE NUMBER

FAX NUMBER

RFP OPENING: August 19, 2026 at 2:00 PM

PROPOSALS NOT RECEIVED BY THIS TIME SHALL NOT BE CONSIDERED.

NO EXCEPTIONS WILL BE MADE. *Note: Only the names of the bidders will be announced at the public opening. For pricing: it is required to use & submit the excel pricing sheet attached.*

Appendix A

Agency Bids Related to Public Works

CONTRACT PROCUREMENT

This solicitation is issued as an Agency procurement. The structure of this Request for Proposals does not remove or relinquish Public Works procurement procedures required by [29 Del. C. 69, Subchapter IV](#) as applied specifically to individually defined projects. Distinction from a Public Works contract is made in this Request for Proposals in that the resulting award is intended for services of recurring need with undetermined quantities contrast to Public Works contract awarded for individual projects. Accordingly, to avoid conflicting with Public Works procurement requirements, the individual requests for services should not exceed the current open procurement threshold for Public Works, which can be seen at: [Public Works Bid Thresholds](#)

ENGINEERED PLANS

If the project does not require architectural and engineering services per [29 Del. C. § 6962\(d\)\(b\)](#), the agency head may waive in writing the use of such services. Should there be a need for a specific agency project for an engineered plan, the agency is responsible for acquiring the services needed.

MANDATORY PRE-BID MEETING NOT REQUIRED

The Public Works pre-bid meeting requirement per [29 Del. C. § 6962\(d\)\(10\)](#) does not apply to this solicitation. Mandatory pre-bid meetings intended to discuss specific projects and determine subcontractors needed are not required as this solicitation does not seek a solution for a single project.

REGISTERED OR PREQUALIFIED BIDDERS

Bidders are not required to be registered or prequalified for this Request for Proposals. All bidding documents are made publicly available on <http://bids.delaware.gov/>. While subcontractors are

not required to be prequalified for this solicitation, subcontractors, if used, should be identified individually on the subcontractor form included with this solicitation without a prequalification requirement.

BID BOND NOT REQUIRED

The bid bond requirement in Public Works Procurement [29 Del. C. § 6962\(d\)\(8\)](#) is not applicable for this solicitation. This solicitation seeking undetermined quantities does not meet the surety requirement of 10% of a known project. No Bid Bond is required for this Request for Proposals.

PREVAILING WAGE

The prevailing wage law, [29 Del. C. § 6960\(a\)](#), 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.

The Department of Labor has determined that this contract and any work that stems from this contract regardless of location is subject to prevailing wage. The Department of Labor Prevailing Wage sheet for work performed under this central contract is attached. The Vendor is required to conform with this determination and rate sheet.

According to [29 Del. C. 6960\(c\)](#), every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.

CONTRACTOR REGISTRATION ACT

On July 1, 2021, the Contractor Registration Act, as codified in 19 [Del. C. §§ 3601 et seq](#), took effect. This law requires all contractors to register with the Delaware Department of Labor before performing construction services or maintenance. The Contractor Registration Act applies to all contractors that engage in construction and maintenance within the State of Delaware. Additionally, it requires contractors to have Delaware workers' compensation insurance where required, compliance with labor laws, and proof of a state business license. The Delaware Department of Labor's Office of Contractor Registration is responsible for enforcement of the requirements of the Contractor Registration Act. If you have any questions about the contractor registration process, please call 302-430-7739 or email Contract.Registry@delaware.gov. Registration at onestop.delaware.gov.

CRAFT TRAINING PROGRAM

In accordance with [29 Del. C. § 6962\(c\)\(13\)](#) of the Delaware Code, effective June 7, 2020, contractors and subcontractors must provide craft training for journeyman and apprentice levels under certain circumstances. If awarded a central contract and selected to perform a project under

the central contract, vendor must complete the included Affidavit of Craft Training Compliance and present the Affidavit to the agency for whom the contractor is performing the project prior to a Purchase Order being completed by that agency.

See Below, Affidavit of Craft Training Compliance.

EFFECTIVE FOR BIDS ADVERTISED BEGINNING JUNE 7, 2020

(PROJECT NAME),
(PROJECT LOCATION)
(PROJECT OR CONTRACT NUMBER)

**AFFIDAVIT OF
CRAFT TRAINING COMPLIANCE**

We, the contractor, hereby certify that we and all applicable subcontractors will abide by the contractor and subcontractor craft training requirements outlined below for the duration of the contract. Craft training is defined as “an apprenticeship program approved by and registered with any State apprenticeship agency or the United States Department of Labor.”¹ A list of crafts for which there are approved and registered training programs is maintained by the Delaware Department of Labor and can be found at [https://det.delawareworks.com/apprenticeship/documents/Apprenticeship Occupation List for 29Del6962 Compliance.pdf](https://det.delawareworks.com/apprenticeship/documents/Apprenticeship%20Occupation%20List%20for%2029Del6962%20Compliance.pdf) Information pertaining to subcontractor craft training programs shall be provided by the contractor prior to contract execution. If you have questions regarding craft training programs, please submit them in writing to the Delaware Department of Labor at: apprenticeship@delaware.gov.

In accordance with Title 29, Chapter 69, Section 6962(c)(13) of the Delaware Code, contractors and subcontractors must provide craft training for journeyman and apprentice levels if all of the following apply:

- A. A project meets the prevailing wage requirement under Title 29, Chapter 69, Section 6960 of the Delaware Code.
- B. The contractor employs 10 or more total employees.
- C. The project is not a federal highway project

Failure to provide required craft training on the project may subject the successful contractor and/or subcontractor(s) to penalties as outlined in Title 29, Chapter 69, Section 6962(c)(13) of the Delaware Code.

Craft(s) _____

Contractor Name: _____

Contractor Address: _____

**Contractor/Subcontractor Program
Registration Number** _____
On this line also indicate whether DE, Other State (identify) or US Registration Number

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

Sworn to and Subscribed before me this _____ day of _____, 20____.

My Commission expires _____. NOTARY PUBLIC _____.

¹ Title 29, Chapter 69, Section 6902(7) of the Delaware Code.

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED



OFFICE OF CONSTRUCTION INDUSTRY ENFORCEMENT
REQUEST FOR CERTIFIED PREVAILING WAGE RATES

Must complete entire form to receive certified rates

Requestor Information:

Date 07/06/2026

Company Name: Colonial School District

Mailing Address: 318 E. Basin Road New Castle, DE. 19720

Telephone Number: (302) 323-2700 Fax Number: _____

Contact Person (Name/Title): Latoya Strickland -Data Service Center-Central Bidding Department

E - Mail Address

lstrickland@dataservice.org

Project Information:

County in Delaware where work is being performed: New Castle County

Project Name: Level 3 UL 752 Bullet Resistant Frame & Door

Address where work will be performed: Within the Colonial School District

Contract #: 302-504-7216 Estimated Cost to complete Project: _____

Itemized Construction Cost Breakdown or by attachment: _____

N/A

Describe scope of work to be performed: _____

Colonial School District is planning to purchase Level 3 UL 752 Bullet Resistant Frame & Door

, as needed, throughout the district.

Type of Construction (i.e. new construction, renovation, repair, rehabilitation, alteration, demolition or reconstruction, etc.): Renovation/alteration

Is this a stand alone project? (i.e., work not being performed in conjunction with any other work. Stand alone

Source of State of Delaware funding? (who has appropriated funding for this project?) Colonial School District

Who are the parties to the contract? What State agency(s) or subdivision(s) thereof? _____

Will the Federal Government or any of its agencies furnish by loan or grant any part of funds used for this

Project? _____ If yes, what is the source or agency providing the funds? _____

If Federal funding is provided, did the Federal Government prescribe a schedule of prevailing wage rates? _____

If yes, what is the schedule of the Federal Prevailing Wage Rates and provide a copy of those Rates? _____

Awarding Delaware State Agency: Colonial School District

Awarding Agency Contact Person: Stephen Johnson

Awarding Agency Telephone#: 302-323-2700

First date of advertisement for the project: (when specifications are made available to the bidders) 07/27/2026

Date bids are due: 08/11/2026 Contract award date: _____

Estimated completion date of project: _____ Proposed start date of project: _____

Signature Date

Printed Name Title

Please sign and return this form by email to:

Ms. Stephanie Holt, Administrative Assistant - Stephanie.Holt@delaware.gov

Mr. Fran Chudzik, Administrator - Francis.chudzik@delaware.gov

Delaware Department of Labor

Office of Construction Industry Enforcement

4425 North Market Street 3rd Floor

Wilmington, DE 19802