

Department of Education

State of Delaware

School Buses

Invitation to Bid

Contract Number 27003-BUSES

September 28, 2026

**- *Deadline to Respond* -
October 29, 2026
2:00 p.m. Eastern Standard Time**

ITB V071026

CONTRACT NUMBER 27003-BUSES

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for **School Buses 27003-BUSES**. The invitation consists of the following:

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

SAMPLE REPORTS

- 1 – MONTHLY USAGE REPORT SAMPLE
- 2 – SUBCONTRACTING (2ND TIER) QUARTERLY REPORTING SAMPLE

ATTACHMENTS

- 1 – BID REPLY REQUIREMENTS
- 2 – NO BID REPLY FORM
- 3 – NON-COLLUSION STATEMENT AND ACCEPTANCE
- 4 – SUBCONTRACTOR INFORMATION FORM
- 5 – BUSINESS REFERENCES
- 6 – ITB EXCEPTIONS
- 7 – CONFIDENTIAL AND PROPRIETARY INFORMATION
- 8 – OFFICE OF SUPPLIER DIVERSITY (OSD) APPLICATION
- 9 – PERFORMANCE BOND
- 10 – BID BOND

APPENDIX A – Contract Specific Provisions

APPENDIX B – Pricing Spreadsheet

APPENDIX C – Bus Diagrams

APPENDIX D – 1106 Proposed School Transportation Specifications

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

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

AND

<https://bids.doe.k12.de.us/#home>

To be considered, all Bids must be submitted as outlined in this ITB. The State reserves the right to reject any Bid that is determined to be non-responsive or non-conforming.

Please review and follow the information and instructions contained in the general and special provisions section of the invitation. Should you need additional information, please contact Vendor Inquiry at Vendor.Inquiry@doe.k12.de.us.



I. DEFINITIONS AND GENERAL PROVISIONS

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

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DEFINITIONS

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

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

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

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

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

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

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

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

CONTRACTOR: Any individual, firm, or corporation with whom a contract is made by the Agency.

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

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

ITB: Invitation to Bid.

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

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

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

SECTION A - GENERAL PROVISIONS

1. BID INVITATION

See "Definitions".

2. BID FORMS

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

3. INTERPRETATION OF ESTIMATES

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

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

4. SILENCE OF SPECIFICATIONS

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

5. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

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

6. KEY ITB DATES/MILESTONES

The following dates and milestones apply to this ITB and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid Bid and award process.

Activity	Due Date
ITB Availability to Vendors	September 28, 2026
Optional Pre-Bid Meeting (Virtual)	October 8, 2026 at 1:00 p.m.
Written Questions Due No Later Than (NLT)	October 15, 2026
Written Answers Due/Posted to Website NLT	October 22, 2026
Bids Due NLT	October 29, 2026
Public Bid Opening	2:00 p.m. Eastern Standard Time local time

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Contract Award	Will occur within 30 days of bid opening
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OPTIONAL PRE-BID MEETING

An optional pre-bid meeting has been scheduled for October 8, 2026, at 1:00 p.m. (EST). This meeting will be held virtually and is optional. To access the meeting, please use the following information:

Microsoft Teams meeting

Join: [Join Pre-Bid Meeting on Teams](#)

Meeting ID: 262 479 683 987 237

Passcode: e29tf2mv

[Need help?](#) | [System reference](#)

Dial in by phone

[Press to Dial In by Phone](#) United States, Wilmington

[Find a local number](#)

Phone conference ID: 344 830 382#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

7. INQUIRIES & QUESTIONS

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Invitation to Bid.

All questions with regard to the interpretation of this Invitation must be received in writing by **October 15, 2026** at the DOE site: <https://bids.doe.k12.de.us/#home>. All questions will be answered in writing by **October 22, 2026** and posted on both DOE site: <https://bids.doe.k12.de.us/#home> and <https://bids.delaware.gov/> websites. All questions must make specific reference to the section(s) and page numbers from this Invitation to Bid where applicable. Oral explanations or instructions will not be binding.

8. PREPARATION OF BID

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

9. PRICES QUOTED

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

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

10. DISCOUNT

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

11. SAMPLES OR BROCHURES

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

12. BID GUARANTY; BID BOND

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

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

13. ITB DESIGNATED CONTACT

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Erika Hadden

Education Associate of Contracting and Procurement

Email: erika.hadden@doe.k12.de.us with cc of Question to Vendor.Inquiry@doe.k12.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

14. DELIVERY OF BIDS

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

STATE OF DELAWARE
Department of Education
Bid Identifier: School Buses 27003-BUSES
Finance and Operations, Room 278
401 Federal Street, Ste. 2

STATE OF DELAWARE
Department of Education
Dover, DE 19901

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

15. WITHDRAWAL OF BIDS

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

16. PUBLIC OPENING OF BIDS

The bids shall be publicly opened at the time and place specified by the Agency. Bidders or their authorized representatives are invited to be present. Note that only the bidder's name will be read. A list of received bids will be posted on the bid sites within 24 hours of opening.

17. PUBLIC INSPECTION OF BIDS

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

18. DISQUALIFICATION OF BIDDERS

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

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

19. ADDENDA TO THE INVITATION TO BID (ITB)

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

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20. LOBBYING AND GRATUITIES

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

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

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

21. SOLICITATION OF STATE EMPLOYEES

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

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

22. INDEPENDENT CONTRACTORS

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

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

23. TEMPORARY PERSONNEL ARE NOT STATE EMPLOYEES UNLESS AND UNTIL THEY ARE DIRECTLY HIRED

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that

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individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third-party governmental entity determines that the State of Delaware is a dual employer, or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

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

24. WORK PERFORMED IN A STATE BUILDING

Awarded Vendor(s) who have any employees carrying out any work related to the awarded contract at a State facility shall have those employees comply with any health mandate or policy issued by the State related to a pandemic or other State of Emergency issued by any State authority during the term of the awarded contract, including those that apply directly to State employees.

SECTION B - AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF BIDS

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

2. MATERIAL GUARANTY

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

3. CONTRACT AWARD

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

4. EXECUTION OF CONTRACT

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

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

5. REQUIREMENT OF CONTRACT PERFORMANCE BOND

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

The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.

6. WARRANTY

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

7. THE CONTRACT(S)

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

8. RETURN OF BIDDER'S DEPOSIT

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

9. INFORMATION REQUIREMENT

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

10. CONTRACT EXTENSION

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

11. SUPPLEMENTAL SOLICITATION

The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

SECTION C – GENERAL AUTHORITY

1. AUTHORITY OF AGENCY

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

2. LAWS TO BE OBSERVED

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

3. APPLICABLE LAW AND JURISDICTION

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

4. PERMITS AND LICENSES

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

5. PATENTED DEVICES, MATERIAL AND PROCESSES

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

6. EMERGENCY TERMINATION OF CONTRACT

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

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7. TAX EXEMPTION

- a. In accordance with the Internal Revenue Service regulations, the State of Delaware is generally exempt from federal excise tax for communications, certain fuels, sales by manufacturers and the tax on heavy trucks, trailers and tractors. More detail is included in IRS Publication 510 Excise Taxes located at <https://www.irs.gov/pub/irs-pdf/p510.pdf> . Per IRS regulations, all exemption certificates must be specific to the vendor and the type of excise tax. If an exemption certificate is requested by a vendor, the Division of Accounting will work with the agency and vendor to complete the appropriate certificate. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the Bid may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take its exemption into account in calculating its bid for its work.

8. OR EQUAL (PRODUCTS BY NAME)

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

9. BID EVALUATION AND AWARD

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

10. INVOICING

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

11. SEVERABILITY

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

12. ASSIGNMENT OF ANTITRUST CLAIMS

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

SECTION D - EQUAL OPPORTUNITY

1. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

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

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performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies, or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

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II. SPECIAL PROVISIONS

1. CONTRACT REQUIREMENTS

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

2. AGENCY USE CONTRACT

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

3. CONTRACT PERIOD

Each vendor's contract shall be valid for one (1) year from **November 2026** through November 2027. No optional extension years available.

4. PRICES

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

Vendors are not restricted from offering lower pricing at any time during the contract term.

5. BID SUBMISSION REQUIREMENTS & FORMAT

Bids are to be submitted in paper format plus one USB which contains all necessary attachments and appendices. Deliveries are accepted in person, by US Mail, or by private carrier to:

STATE OF DELAWARE
Department of Education
Bid Identifier: School Buses 27003-BUSES
Finance and Operations, Room 278
401 Federal Street, Ste. 2
Dover, DE 19901

Bidders shall submit their Bid in the format specified above. Failure to submit a Bid in the required format or through the required submission method may result in the Bid being deemed non-responsive.

All bids are to be submitted to the State of Delaware Department of Education and received no later than **2:00 p.m. Eastern Standard Time** (Local Time) on **October 29, 2026**.

The proposing vendor bears the risk of delays in delivery, regardless of format requirement.

Upon receipt of vendor bid, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this ITB. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this ITB.

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Each Bid must be submitted with **TWO (2)** paper copies. One paper copy shall be marked “Master Copy” and shall contain original signatures in all locations requiring a vendor signature. Any additional paper copies do not require original signatures unless otherwise specified by the State. **An electronic copy, on USB, must be included with the paper submission.**

The Bids may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

STATE OF DELAWARE
Department of Education
Bid Identifier: **School Buses 27003-BUSES**
Finance and Operations, Room 278
401 Federal Street, Ste. 2
Dover, DE 19901

Vendors are directed to clearly print THEIR CORPORATE NAME, “**BID ENCLOSED**” and “**CONTRACT NO. 27003-BUSES**” on the outside of the bid submission package.

6. COOPERATIVES

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation. State of Delaware terms will take precedence.

7. POTENTIAL CONTRACT OVERLAP

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

8. SUPPLEMENTAL SOLICITATION

The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

9. PRICE ADJUSTMENT

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

If agreement is reached to extend this contract beyond the initial term period, the Delaware Department of Education shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any

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increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

10. SHIPPING TERMS

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

11. QUANTITIES

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

Prior contract utilization may be viewed on the Delaware Open Data Portal <https://data.delaware.gov/>. The Government and Finance data sets provide Central Contract Line Item Spend by Fiscal Year among several additional data products. Past usage shall not be considered a guaranteed future volume.

12. ELECTRONIC CATALOG

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

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

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

13. FUNDING OUT

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

14. BID BOND REQUIREMENT

The Bid Bond requirement has been waived.

15. PERFORMANCE BOND REQUIREMENT

The Performance Bond requirement has been waived.

16. MANDATORY INSURANCE REQUIREMENTS

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

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- a. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.
- b. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:
 1. \$1,000,000 combined single limit each accident, for bodily injury;
 2. \$250,000 for property damage to others;
 3. \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
 4. \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 *Del. C.* § 2118; and
 5. Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

The successful vendor must carry at least one of the following depending on the scope of work being performed.

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

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

Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

STATE OF DELAWARE
Department of Education
Bid Identifier: School Buses 27003-BUSES
Finance and Operations, Room 278
401 Federal Street, Ste. 2
Dover, DE 19901

Nothing contained herein shall restrict or limit the Vendor's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Vendor procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

To the extent that Vendor has complied with the terms of this Agreement and has procured insurance coverage for all vehicles Leased and/or operated by Vendor as part of this Agreement, the State of Delaware's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.

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In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

17. BASIS OF AWARD

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

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

18. STATE OF DELAWARE BUSINESS LICENSE

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

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

19. INDEMNIFICATION

a. General Indemnification

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

b. Proprietary Rights Indemnification

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

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

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

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

20. OWNERSHIP OF INTELLECTUAL PROPERTY

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

21. NON-PERFORMANCE

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

22. FORCE MAJEURE; APPLICABILITY

Neither the Vendor nor the State shall be held liable for non-performance under the terms and conditions of this Agreement due, but not limited to:

- a) Acts of God; labor disturbances; accidents; failure of a governmental entity to issue a permit or approval required for performance when the Contractor has filed proper and timely application with the appropriate government entity; civil disorders; acts of aggression; changes in any law or regulation adopted or issued by a governmental entity after the date of this Agreement; a court order; explosions; failure of utilities; material shortages;
- b) Diseases, plagues, quarantine, epidemics or pandemics;
- c) Federal, state, or local work or travel restrictions to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics; or
- d) The State's need to occupy, utilize, or repurpose an active or prospective work area due to diseases, plagues, quarantine, epidemics, pandemics, work or travel restrictions, and the need to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics.

Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract within 2 business days of the party's knowledge of significant non-performance risk.

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23. CONTRACTOR NON-ENTITLEMENT

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

24. EXCEPTIONS

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

Exceptions must be submitted utilizing Attachment 6 to be considered. Delaware Department of Education maintains sole discretion to reject any vendor exceptions that are submitted.

25. MANDATORY USAGE REPORTING

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

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

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 Sample Report 2.

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Accurate 2nd Tier reports shall be submitted to the contracting Agency's contract manager 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. Contracts spend during the covered periods shall result in a report even if the contract has expired by the report due date.

26. BUSINESS REFERENCES

Provide three (3) business references consisting of current or previous customers of similar scope and value using Attachment 5. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

PLEASE DO NOT UTILIZE STATE OF DELAWARE PERSONNEL AS REFERENCES.

27. ORDERING PROCEDURE

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

28. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **27003-BUSES** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

29. BILLING

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

30. PAYMENT

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

31. PRODUCT SUBSTITUTION

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

32. OPPORTUNITY BUYS

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The Director for Department of Education can waive use of an agency contract pursuant to 29 *Del. C.* § 6911(d). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a contract. The Director will afford any vendor on an existing contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

33. BID/CONTRACT EXECUTION

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

The State of Delaware requires a new vendor to complete the registration process through the Delaware Supplier Portal at <http://esupplier.erp.delaware.gov>. Successful completion of this registration enables the creation of a State of Delaware supplier record. The Taxpayer ID (SSN or EIN) and Applicant (supplier) name are submitted to the Internal Revenue Service for “matching”. If the Taxpayer ID and name do not match, the vendor record cannot be approved.

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

Any questions about completing this registration or specific comments about the registration, please contact supplier maintenance by phone at 302-672-5000.

34. VENDOR RESPONSIBILITY

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this ITB whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor’s Bid by completing Attachment 4, and are subject the approval and acceptance of Delaware Department of Education.

35. PERSONNEL, EQUIPMENT AND SERVICES

- a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 4 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 4 must be approved in writing by the State.

36. FAIR BACKGROUND CHECK PRACTICES

Pursuant to 29 *Del. C.* [§ 6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required

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by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 *Del. C.* [§ 711\(g\)](#) for applicable established provisions.

37. VENDOR BACKGROUND CHECK REQUIREMENTS

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

Delaware Sex Offender Central Registry at:

<https://sexoffender.dsp.delaware.gov/>

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

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

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

38. DRUG TESTING REQUIREMENTS FOR LARGE PUBLIC WORKS

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

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

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

39. LIFE CYCLE COSTING

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

40. MINIMUM WAGE RATES

Work performed under this solicitation may fall under the [State of Delaware Minimum Wage Rates](#) or the Delaware Prevailing Wage rates. Prior to issuing a purchase order, the ordering agencies must obtain from the Department of

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Labor a determination if prevailing wage applies to the project and, if appropriate, what the applicable prevailing wage rates would be for the work to be performed. No work shall proceed without a determination by the Department of Labor. Request for prevailing wage certification can be found at: [Office of Construction Enforcement](#).

41. PREVAILING WAGE

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

42. ENVIRONMENTAL PROCUREMENT PRODUCTS

- a. Energy Star - If applicable, the Contractor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Contractor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.
- b. Green Products – third party certification of green products accepted from Delaware Department of Education w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.
- c. Contractors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).
- d. Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award. The State Environmental Procurement Policies may be found: [Environmentally Preferred Purchasing Policy](#)

43. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

The individual orders may be terminated as follows:

a. Termination for Cause

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

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b. Termination for Convenience

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

c. Termination for Non-Appropriations

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

44. DISPUTE RESOLUTION

At the option of the parties, they shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, the parties elect to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to a mediator selected by the parties. If the matter is not resolved through mediation, it may be submitted for arbitration or litigation. The Agency reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by State of Delaware law, and jurisdiction and venue shall be in the State of Delaware. Each party shall bear its own costs of mediation, arbitration, or litigation, including attorneys' fees.

45. REMEDIES

Except as otherwise provided in this solicitation, including but not limited to Section 45 above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this solicitation, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

46. TERMINATION OF CONTRACT

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

a. Termination for Cause

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract,

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

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

b. Termination for Convenience

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

c. Termination for Non-Appropriations

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

47. CHANGES

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

48. AFFIRMATION

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

49. AUDIT ACCESS TO RECORDS

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and

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

50. IRS 1075 Publication (If Applicable)

a. Performance

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be performed under the supervision of the contractor or the contractor's responsible employees.

The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

The contractor shall comply with agency incident response policies and procedures for reporting unauthorized disclosures of agency data.

b. Criminal/Civil Sanctions

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee

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can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

c. Inspection

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract

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for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

51. ASSIGNMENT

This contract shall not be assigned except by express prior written consent from the Agency.

52. NOTICE

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

Jennifer Carlson, Director of Finance, 401 Federal Street, Ste. 2, Dover, DE 19901

53. VENDOR EMERGENCY RESPONSE POINT OF CONTACT

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty-four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the Bid as non-responsive.

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

54. SUBCONTRACTS

Subcontracting is permitted under this ITB and contract. However, every subcontractor shall be identified in the Bid (Attachment 4) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

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

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

55. AGENCY'S RESPONSIBILITIES

The Agency shall:

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

56. CONFIDENTIALITY

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

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq. \("FOIA"\)](#). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a once a fully executed contracts is received, the content of all vendor Bids are subject to FOIA's public disclosure obligations and exemptions.

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

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

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

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

57. NO PRESS RELEASES OR PUBLIC DISCLOSURE

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

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

III. TECHNICAL SPECIFICATIONS

This contract will be issued to cover the purchase of buses (if funding and/or emergency purchase request is granted to districts additional units of one or more quantity can be awarded) 2027 model school buses of various passenger sizes, some with air-conditioning, some with lifts designed for special education, which have open certificate of origin.

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

School Buses basic packages for this bid:

All buses must meet specifications outlined in Appendix D.

Chassis:

- School buses shall utilize diesel fuel unless otherwise noted.
- School buses with less than 36 passenger capacity, the minimum power plant shall be 160 hp engine or equal. School buses with capacity of 36 passenger or greater, the engine will produce at least 190 hp measured at an RPM not to exceed 2,600 and generate at least 420 foot pounds of torque.
- Units 7-15, 47-50, 54, 58, 60, 63, 70 and 73 (Propane) shall have tanks with a minimum usable capacity of 67 gallons. Units with Option F will have a minimum of 90 gallons useable propane.
- Units 55, 61, 76, 77, 78, and 79 shall utilize gasoline fuel.
- Tires – 11R22.5 on 36-72 passenger (not on flat floor buses), 245x70R225 or 255x70R225 on flat floor buses and 11R22.5 (load range H) on 84 passenger buses.
- Tire Treads – Steering tread on front tires and mud and snow tread on rear tires.
- Wheels shall be balanced.
- All buses shall have front-end alignments.

Body:

- Clearance lights may be controlled through a separate switch, through the body solenoid or body-control electronic control module, or they may also be controlled by the chassis tail light switch (if the latter, the clearance light circuit shall be isolated by a protective relay.)
- All buses shall be equipped, at a minimum, with an AM/FM radio.
- District identification ("_____ SCHOOL DISTRICT") will be made with 6 inch black letters applied to both sides of the bus on the beltline. Use "APPOQUINIMINK SCHOOL DISTRICT" Unit 1-6, "BRANDYWINE SCHOOL DISTRICT" Units 7-15, "CAESAR RODNEY SCHOOL DISTRICT" Unit 16-18, "CAPE HENLOPEN SCHOOL DISTRICT" Units 19-23, "CAPITAL SCHOOL DISTRICT" Unit 24-26, "CHRISTINA SCHOOL DISTRICT" Units 27-39, "COLONIAL SCHOOL DISTRICT" Units 40-44, "INDIAN RIVER SCHOOL DISTRICT" Units 45-46, "RED CLAY CONSOLIDATED SCHOOL DISTRICT" Units 47-50, "Seaford SCHOOL DISTRICT" Unit 51-52, and not labeled at this time Units 53-81.
- The child reminder system shall be armed when the warning system master switch is turned on and the Red warning lights have been activated.
- A storage compartment with a closeable door and minimum capacity of 500 cu. in. located in the driver compartment area shall be provided.
- Except for the front and rear caps, which shall be NSBY the roof of the bus will be painted white. The white roof shall terminate no lower than 6 inches above the dip rail.

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Heaters:

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

Floors:

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

Seating:

- Special Education Integrated Seats—as specified, 39-inch seats should have two integrated seats per seat and include a minimum of two lap-shoulder belt positions.
- Early Childhood Integrated Seats- as specified, 39-inch seats should have two integrated seats per seat and does not require lap-shoulder belt positions or latch.
- Special Education Non-Integrated Seats – as specified, 39-inch seats of non-integrated type should have three lap-shoulder belt positions.

Lift Bus Specifications:

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

- Buses shall be equipped with track flooring for all wheelchair stations.
- Buses shall be equipped with self-tightening retractor securement systems and self-retracting adjustable height for shoulder/lap belt assemblies for the maximum number of wheelchair positions identified.
- Power unit for wheelchair lift (rear) is to be located forward of lift with controls secured to the interior of the lift door.
- Buses shall be equipped with one emergency fire blanket and emergency evacuation aid that is to be mounted in the rear of the bus.

Special School Lift Configuration:

- Wheelchair stations – The wheelchair locations are described on the attached body diagrams. (see Appendix C)

Special Education Bus:

- A bus identified as special education is to be equipped with lap/shoulder belts securements, and the identified rows of integrated child seats in Appendix D. Districts may add additional integrated seats as Option H.
- A bus identified as special education is to be equipped with air conditioning, which is funded by the state.

Early Childhood Education Bus:

- A bus identified as early childhood education is to be equipped with the number of integrated seats identified in Appendix D. Districts may add additional integrated seats as Option H.
- A bus identified as early childhood education is to be equipped with air conditioning which is funded by the state.

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Vandal Locks

- All buses are to come equipped with vandal locks. Vandal locks are to be installed on the entrance door, emergency exit door(s), and lift door. This shall include an ignition interlock, if lock is engaged.

1. Air Conditioned School Buses:

- a. Condensers shall be internal, skirt mounted on buses 36 passenger and greater.
- b. Other Requirements
 - i. Warranty – The total system shall be warranted for two years from the date of delivery, unlimited mileage, including parts and labor.
 - ii. Parts and Service Manuals - These shall be provided for the entire system. The parts catalog shall include a price list and must be designed so that all replaceable parts are illustrated by line drawing. Part descriptions should be annotated with the part number, part name, and quantity required for the application illustrated. The Service Manual shall include overall A/C system diagram with component plumbing and locations identified for diagnostic purposes.
 - iii. Parts and Tools Availability – all system parts and required special service tools must be readily available, and a list of suppliers shall be provided with each bus.

2. Option Packages:

Option Package A:

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

Option Package B:

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

Option Package C:

- Tinted Glass

Option Package D:

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

Option Package E:

- Air Suspension Driver Seat

Option Package F (Propane Fueled Buses):

- Larger propane fuel tank (90 gallons useable)

Option Package G (84 passenger bus) :

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

Option Package H:

- Additional rows beyond the state funded (3) rows of integrated seats (or specified in the unit description diagrams) equipped with C.E. White Integrated Seats or equivalent.

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Option Package I:

- Air conditioned bus meeting the specifications for air conditioning. The district funds this option if selected.

Option Package J: (Diesel and Gasoline Buses):

- Larger diesel or gasoline fuel tank (90-100 gallon tank)

Option Package K:

- Mid-ship heater located approximately in the area outlined on diagram. The mid-ship heater should have a minimum rating of 80,000 BTU.

Option L:

- One spare rim should be provided if requested by the District as Option L.

Option K:

- Include LATCH for seating

3. The Department of Education structures its bids so public school bus contractors will be permitted to purchase buses from the successful low bidder at the same price as the State of Delaware. The bidding is only for State of Delaware school bus contractors and in no way should affect this bid. A separate list of provision enumerated by a representative group of manufacturers and distributors is included for your perusal regarding contractor purchase. Those purchases are not to be made through the State but are individual contracts with the successful bidder. The Department of Education is not and shall not be considered as a party to any such contract between a Delaware school bus contractor and the other entity for such buses included in the bid.
 - a. Purchase is subject to availability from the manufacturer.
 - b. No trade-ins will be accepted.
 - c. The bus must be picked up at the local vendor's location.
 - d. There will be no deviations from the brand or model bus as bid and accepted by state.
 - e. The only options available will be the options as bid by the state. Contractors will pay for these options.
 - f. Contractors must order from the successful bidder within 60 calendar days of the bid opening by the Department of Education.
 - g. Dealers may require a 10% deposit and a legally binding contract prior to placing an order.
 - h. Contractors will have 10 days to "close" the deal after being notified by the vendor that the ordered bus is available. After this 10-day period the contractor is responsible for "floor plan" interest as negotiated with the dealer.
 - i. All warranties shall be per the manufactures with no express or implied dealer warranties beyond the manufacturers' warranties. Bid submissions shall include warranty statements and warranties shall be included in materials provided on bus delivery.

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Unit Numbers and Districts

Unit #	District	Description	Total Units
1-3	Appoquinimink	72-passenger, diesel-fueled, early childhood education bus, with air conditioning and five rows of integrated seats. Options: A,C,D,E,J	3
4-6	Appoquinimink	54-passenger, diesel-fueled, special education bus, with lift, air conditioning, and four rows of integrated seats. Options: A,B,C,D,E	3
7	Brandywine	48-passenger, propane-fueled, special education bus, with lift, air conditioning, and five rows of integrated seats Options: B, C, H (2 additional)	1
8-15	Brandywine	72-passenger, propane-fueled, regular education bus, with district-funded air conditioning, and five rows of integrated seats. Options: C,F, H (5 additional), I	8
16	Caesar Rodney	84-passenger, rear engine, diesel-fueled, regular education bus, with district-funded air conditioning. Options: A,B,C,D,E,G,I,J,K,L	1
17-18	Caesar Rodney	72-passenger, diesel-fueled, special education bus with air conditioning and seven rows of integrated seats. Options: A,C,D,E,H (2 additional) J,K,L	2
19-22	Cape Henlopen	54-passenger, diesel-fueled, special education bus with air conditioning and four rows of integrated seats. Options: A,C,D,E	4
23	Cape Henlopen	72-passenger, diesel-fueled, regular education bus, with district-funded air conditioning. Options: A,C,D,E,I	1
24	Capital	72-passenger, diesel-fueled, special education bus, with lift, air conditioning, and five rows of integrated seats. Options: A,B,C,D,E	1
25-26	Capital	72-passenger, diesel-fueled, early childhood education bus, with air conditioning and five rows of integrated seats. Options: A,B,C,D,E	2
27	Christina	54-passenger, diesel-fueled, special education bus, with air conditioning, and five rows of integrated seats. Options: B,C,H (1 additional), K	1
28-29	Christina	48-passenger, diesel-fueled, special education bus, with lift, air conditioning, and five rows of integrated seats. Options: B,C, H (1 additional), K	2
30	Christina	48-passenger, diesel-fueled, special education bus, with air conditioning, and five rows of integrated seats. Options: B,C, H (1 additional), K	1
31-39	Christina	72-passenger, diesel-fueled, regular education bus Options: B,C,K	9
40-41	Colonial	66-passenger, diesel-fueled, special education bus, with lift, air conditioning, and seven rows of integrated seats. Options: A,B,C,D,E,H (2 additional), J,K,L	2

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42-44	Colonial	66-passenger, diesel-fueled, special education bus, with lift, air conditioning, and five rows of integrated seats. Options: A,B,C,D,E,J,K,L	3
45	Indian River	60-passenger, diesel-fueled, special education bus, with lift, air conditioning, and five rows of integrated seats. Options: A,B,C,D,E,K	1
46	Indian River	72-passenger, diesel-fueled, early childhood education bus, with air conditioning and five rows of integrated seats. Options: A,B,C,D,E,K	1
47-48	Red Clay	72-passenger, propane-fueled, special education bus, with lift, air conditioning, and twelve rows of integrated seats. Options: A,B,C,D,E,F,H (7 additional), K	2
49	Red Clay	36-passenger, propane-fueled, special education bus, with lift, air conditioning, and four rows of integrated seats. Options: A,B,C,D,E,H (1 additional)	1
50	Red Clay	54-passenger, propane-fueled, special education bus, with lift, air conditioning, and seven rows of integrated seats. Options: A,B,C,D,E,H (3 additional)	1
51	Seaford	60-passenger, diesel-fueled, special education bus, with lift, air conditioning, and five rows of integrated seats. Options: B,C	1
52	Seaford	72-passenger, diesel-fueled, special education bus, with air conditioning, and five rows of integrated seats. Options: C	1
53	DOE	72-passenger, diesel-fueled, regular education bus Options: None	1*
54	DOE	72-passenger, propane-fueled, regular education bus Options: None	1*
55	DOE	72-passenger, gasoline-fueled regular education bus Options: None	1*
56	DOE	72-passenger, diesel-fueled, regular education bus Options: A,C,D,E	1*
57	DOE	72-passenger, diesel-fueled, early childhood education bus, with air conditioning and five rows of integrated seats. Options: C	1*
58	DOE	72-passenger, propane-fueled, early childhood education bus, with air conditioning and five rows of integrated seats. Options: C	1*
59	DOE	72-passenger, diesel-fueled, special education bus, with air conditioning and five rows of integrated seats. Options: C	1*
60	DOE	72-passenger, propane-fueled, special education bus, with air conditioning, and five rows of integrated seats. Options: C	1*
61	DOE	72-passenger, gasoline-fueled, special education bus, with air conditioning and five rows of integrated seats. Options: C	1*

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62	DOE	72-passenger, diesel-fueled, special education bus, with lift, air conditioning, and five rows of integrated seats. Options: B,C	1*
63	DOE	72-passenger, propane-fueled, special education bus, with lift, air conditioning, and five rows of integrated seats. Options: B,C	1*
64	DOE	84-passenger, front-engine, diesel-fueled, regular education bus. Options: A,G	1*
65	DOE	84-passenger, front-engine, diesel-fueled, special education bus, with lift, air conditioning, and five rows of integrated seats. Options: A,C,G	1*
66	DOE	66-passenger, diesel-fueled, regular education bus. Options: None	1*
67	DOE	66-passenger, diesel-fueled, special education bus, with lift, air conditioning, and five rows of integrated seats. Options: B,C	1*
68	DOE	54-passenger, diesel-fueled, special education bus, with air conditioning and four rows of integrated seats. Options: C	1*
69	DOE	54-passenger, diesel-fueled, special education bus, with lift, air conditioning, and four rows of integrated seats. Options: B,C	1*
70	DOE	54-passenger, propane-fueled, special education bus, with lift, air conditioning, and four rows of integrated seats. Options: B,C	1*
71	DOE	48-passenger, diesel-fueled, special education bus, with air conditioning, and three rows of integrated seats. Options: C	1*
72	DOE	48-passenger, diesel-fueled, special education bus, with lift, air conditioning, and three rows of integrated seats. Options: B,C	1*
73	DOE	48-passenger, propane-fueled, special education bus, with lift, air conditioning, and three rows of integrated seats. Options: B,C	1*
74	DOE	36-passenger, diesel-fueled, special education bus, with air conditioning and three rows of integrated seats. Options: C	1*
75	DOE	36-passenger, diesel-fueled, special education bus, with lift, air conditioning and three rows of integrated seats. Options: B,C	1*
76	DOE	24-passenger, gasoline-fueled, special education bus, with air conditioning and three rows of integrated seats. Options: C	1*
77	DOE	24-passenger, gasoline-fueled, special education bus, with lift, air conditioning and three rows of integrated seats. Options: C	1*
78	DOE	14-passenger, Type A, gasoline-fueled, special education bus, with air conditioning and three rows of integrated seats. Options: C	1*

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79	DOE	14-passenger, Type A, gasoline-fueled, special education bus, with lift, air conditioning and three rows of integrated seats. Options: C	1*
80	DOE	14-passenger, Type C, diesel-fueled, special education bus, with air conditioning and three rows of integrated seats. Options: C	1*
81	DOE	14-passenger, Type C, diesel-fueled, special education bus, with lift, air conditioning and three rows of integrated seats. Options: C	1*

Footnote: 1* - Awarding these units is contingent on need and funding availability

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IV. BID QUOTATION REPLY SECTION

Contract Number **27003-BUSES**

School Buses

Please fill out the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the contract number to Delaware Department of Education by **October 29, 2026 at 2:00 p.m. Eastern Standard Time** (Local Time) at which time bids will be opened.

Bids shall be submitted to:

**STATE OF DELAWARE
Department of Education**

Bid Identifier: School Buses 27003-BUSES

**Finance and Operations, Room 278
401 Federal Street, Ste. 2
Dover, DE 19901**

PUBLIC BID OPENINGS

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

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

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

Sample Report 1

SAMPLE
FOR ILLUSTRATION PURPOSES ONLY

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor. The report shall be submitted electronically in EXCEL and sent as an attachment to Vendor.Inquiry@doe.k12.de.us

STATE OF DELAWARE
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Sample Report 2

FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																			
Subcontracting (2nd tier) Quarterly Report																			
Prime Name:				Report Start Date:															
Contract Name/Number				Report End Date:															
Contact Name:				Today's Date:															
Contact Phone:				*Minimum Required		Requested detail													
<u>Vend or Name</u> *	<u>Vend or TaxID</u> *	Contra ct Name/ Numbe r*	Vend or Conta ct Name *	<u>Vend or Conta ct Phon e</u> *	Repo rt Start Date *	Repo rt End Date *	Amount Paid to Subcontrac tor*	Work Performed by Subcontra ctor UNSPSC	M/WB E Certifyi ng Agency	Veteran/Ser vice Disabled Veteran Certifying Agency	2nd tier Suppli er Name	2nd tier Suppli er Addre ss	2nd tier Suppli er Phone Numb er	2nd tier Suppli er email	Descript ion of Work Perform ed	2nd tier Suppli er Tax Id	Dat e Pai d		

Note:

Completed reports shall be saved in an Excel format, and submitted to the following email address: osd@delaware.gov. The form can be located at [Office of Supplier Diversity - Division of Small Business - State of Delaware](#), bottom of the page 'Services and Information' section, 'Subcontractor Reporting Form'.

BID REPLY REQUIREMENTS

The response should contain at a minimum the following information:

1. Brief Vendor Cover Letter including an Applicant's experience, if any, providing similar services.
2. Two (2) paper copies of the bid response paperwork, plus one USB drive containing all materials submitted as part of the bid.

The Pricing Spreadsheet Appendix B.

3. Two (2) complete, signed and notarized copy of the non-collusion agreement (See Attachment 3).

MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK

4. Two (2) complete and signed copy of the Subcontractor Information Form (See Attachment 4) for each subcontractor – only provide if applicable.
5. Two (2) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts. Form must be included.
6. Two (2) completed ITB Exception form (See Attachment 6) – please check box if no information. Form must be included.
7. Two (2) completed Confidential Information form (See Attachment 7) – please check box if no information provided will be considered confidential or proprietary. Form must be included.
8. Two (2) complete OSD application (see link on Attachment H) – only provide if applicable

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

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Attachment 2

NO BID REPLY FORM

Contract Number **27003-BUSES**

Contract Title: **School Buses**

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

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

- _____ 1. We do not wish to participate in the bid process.
- _____ 2. We do not wish to bid under the terms and conditions of the Invitation to Bid document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to the State. Our objections are: _____

- _____ 6. We do not sell the items/services on which Bids are requested.
- _____ 7. Other: _____

FIRM NAME

SIGNATURE

PLEASE FORWARD NO BID REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.

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Attachment 3

Contract Number **27003-BUSES**

Contract Title: **School Buses**

DEADLINE TO RESPOND: October 29, 2026 at: 2:00 p.m. Eastern Standard Time (local time)

Non-Collusion Statement

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

It is agreed by the undersigned Vendor that the signed submission of this bid/proposal represents, subject to any express exceptions set forth on the Exception form, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

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

Company Name	
DBA (if applicable)	
Name of Authorized Representative	
Title	
Phone Number	
Email Address	

Company Address	
Phone Number	
Email Address	
Tax ID Number	
Diverse Vendor Self-Identification	
State Certified	
If yes, which State(s)	
Federal Certified	

AFFIRMATION: Within the past five (5) years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment? _____ If yes, explain: _____

THIS PAGE SHALL BE SIGNED AND NOTARIZED (NOTARY SEAL MUST BE VISIBLE) FOR YOUR BID/PROPOSAL TO BE CONSIDERED.

Authorized Representative

Notary

--	--

SUBCONTRACTOR INFORMATION FORM

Contract Number **27003-BUSES**

Contract Title: **School Buses**

Are you proposing the use of any subcontractors in the fulfillment of the requirements as outlined in the solicitation? If yes, complete this form.

--

**Responding Vendor
Information**

Company Name	
DBA (if applicable)	
Company Address	

Subcontractor Information

Company Name	
DBA (if applicable)	
Company Address	

Diverse Vendor Self- Identification	
State Certified	
If yes, which State(s):	
Federal Certified	

Description of Work by Subcontractor

--

Once completed, this form must be signed by both vendors.

Proposing Vendor

Subcontractor

Authorized Signature:

Authorized Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Use a separate form for each subcontractor

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Attachment 5

BUSINESS REFERENCES

Contract Number **27003-BUSES**

Contract Title: **School Buses**

List three business references, including the following information:

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

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

Reference One

Contact Name	
Contact Title	
Business Name	
Address	
Email	
Phone	
Current Vendor?	
Work Performed	

Reference Two

Contact Name	
Contact Title	
Business Name	
Address	
Email	
Phone	
Current Vendor?	
Work Performed	

Reference Three

Contact Name	
Contact Title	
Business Name	
Address	
Email	
Phone	
Current Vendor?	
Work Performed	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

Attachment 6

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Attachment 7

CONFIDENTIALITY FORM

Contract Number **27003-BUSES**

Contract Title: **School Buses**

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

Confidentiality and Proprietary Information

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



The Office of Supplier Diversity (OSD)

Supplier Diversity Certification Application Portal can be found here:
[Office of Supplier Diversity Certification Application Portal](#)

For more information, please send an email to OSD:
osd@delaware.gov or call 302-577-8477

[Subscribe](#) to the OSD Mailing List

Carvel State Building
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/>

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



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**APPENDIX A
CONTRACT SPECIFIC PROVISIONS**

1. QUANTITIES

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

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

2. ORDERING PROCEDURES

All buses must be constructed and equipped to meet specifications in Appendix D (**Terminology and School Bus Types are those Described in the *National School Transportation Specifications and Procedures (NSTSP)*, May 2025** – available at <http://www.ncstonline.org> and all Federal regulations relating to these school buses.

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

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

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

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

3. SCHEDULE FOR PERFORMANCE OF WORK:

The units are expected to be delivered on or before **September 24, 2027**. The successful bidder or bidders will be obligated to honor the bid price and furnish the number of buses bid at the delivery date specified provided notification of the order is made within 60 calendar days of the bid opening to the lowest responsive and responsible bidder whose bid conforms in all material respects to the requirements and criteria set forth in the invitation to bid. See also Paragraph 26.

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

4. LIQUIDATED DAMAGES CLAUSE

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

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If delivered between September 27, 2027 and October 27, 2027 liquidated damages will be in the amount of \$125.00 per working day. If delivered October 28, 2027 or later, the liquidated damages will be in the amount of the minimal fee charged (\$3,750.00 per month as of bid preparation date, one-month minimum, which is \$125.00 per working day for each month), this means monthly charges for each unit for each month.

5. TIME OF PERFORMANCE

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

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APPENDIX B
Pricing Spreadsheet

Note: See the Excel Spreadsheet link on the RFP site for use in submitting pricing; body and chassis to be new 2027 Model Year with an open certificate of origin.

Unit(s)	District	Description	Based Unit Cost Per Bus	Options Package Per Bus	Total Bid Price Per Bus	Chassis Make	Chassis Wheelbase	Body Make	Body Length
1-3	Appoquinimink	72-passenger, diesel-fueled, early childhood education bus, with air conditioning and five rows of integrated seats. Options: A,C,D,E,J							
4-6	Appoquinimink	54-passenger, diesel-fueled, special education bus, with lift, air conditioning, and four rows of integrated seats. Options: A,B,C,D,E							
7	Brandywine	48-passenger, propane-fueled, special education bus, with lift, air conditioning, and five rows of integrated seats Options: B, C, H (2 additional)							
8-15	Brandywine	72-passenger, propane-fueled, regular education bus, with district-funded air conditioning, and five rows of integrated seats. Options: C,F, H (5 additional), I							

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16	Caesar Rodney	84-passenger, rear engine, diesel-fueled, regular education bus, with district-funded air conditioning. Options: A,B,C,D,E,G,I,J,K,L							
17-18	Caesar Rodney	72-passenger, diesel-fueled, special education bus with air conditioning and seven rows of integrated seats. Options: A,C,D,E,H (2 additional) J,K,L							
19-22	Cape Henlopen	54-passenger, diesel-fueled, special education bus with air conditioning and four rows of integrated seats. Options: A,C,D,E							
23	Cape Henlopen	72-passenger, diesel-fueled, regular education bus, with district-funded air conditioning. Options: A,C,D,E,I							
24	Capital	72-passenger, diesel-fueled, special education bus, with lift, air conditioning, and five rows of integrated seats. Options: A,B,C,D,E							
25-26	Capital	72-passenger, diesel-fueled, early childhood education bus, with air conditioning and five rows of integrated seats. Options: A,B,C,D,E							

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27	Christina	54-passenger, diesel-fueled, special education bus, with air conditioning, and five rows of integrated seats. Options: B,C,H (1 additional), K							
28-29	Christina	48-passenger, diesel-fueled, special education bus, with lift, air conditioning, and five rows of integrated seats. Options: B,C, H (1 additional), K							
30	Christina	48-passenger, diesel-fueled, special education bus, with air conditioning, and five rows of integrated seats. Options: B,C, H (1 additional), K							
31-39	Christina	72-passenger, diesel-fueled, regular education bus Options: B,C,K							
40-41	Colonial	66-passenger, diesel-fueled, special education bus, with lift, air conditioning, and seven rows of integrated seats. Options: A,B,C,D,E,H (2 additional), J,K,L							
42-44	Colonial	66-passenger, diesel-fueled, special education bus, with lift, air conditioning, and five rows of integrated seats. Options: A,B,C,D,E,J,K,L							

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45	Indian River	60-passenger, diesel-fueled, special education bus, with lift, air conditioning, and five rows of integrated seats. Options: A,B,C,D,E,K							
46	Indian River	72-passenger, diesel-fueled, early childhood education bus, with air conditioning and five rows of integrated seats. Options: A,B,C,D,E,K							
47-48	Red Clay	72-passenger, propane-fueled, special education bus, with lift, air conditioning, and twelve rows of integrated seats. Options: A,B,C,D,E,F,H (7 additional), K							
49	Red Clay	36-passenger, propane-fueled, special education bus, with lift, air conditioning, and four rows of integrated seats. Options: A,B,C,D,E,H (1 additional)							
50	Red Clay	54-passenger, propane-fueled, special education bus, with lift, air conditioning, and seven rows of integrated seats. Options: A,B,C,D,E,H (3 additional)							

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51	Seaford	60-passenger, diesel-fueled, special education bus, with lift, air conditioning, and five rows of integrated seats. Options: B,C							
52	Seaford	72-passenger, diesel-fueled, special education bus, with air conditioning, and five rows of integrated seats. Options: C							
53	DOE	72-passenger, diesel-fueled, regular education bus Options: None							
54	DOE	72-passenger, propane-fueled, regular education bus Options: None							
55	DOE	72-passenger, gasoline-fueled regular education bus Options: None							
56	DOE	72-passenger, diesel-fueled, regular education bus Options: A,C,D,E							
57	DOE	72-passenger, diesel-fueled, early childhood education bus, with air conditioning and five rows of integrated seats. Options: C							
58	DOE	72-passenger, propane-fueled, early childhood education bus, with air conditioning and five rows of integrated seats. Options: C							

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59	DOE	72-passenger, diesel-fueled, special education bus, with air conditioning and five rows of integrated seats. Options: C							
60	DOE	72-passenger, propane-fueled, special education bus, with air conditioning, and five rows of integrated seats. Options: C							
61	DOE	72-passenger, gasoline-fueled, special education bus, with air conditioning and five rows of integrated seats. Options: C							
62	DOE	72-passenger, diesel-fueled, special education bus, with lift, air conditioning, and five rows of integrated seats. Options: B,C							
63	DOE	72-passenger, propane-fueled, special education bus, with lift, air conditioning, and five rows of integrated seats. Options: B,C							
64	DOE	84-passenger, front-engine, diesel-fueled, regular education bus. Options: A,G							

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65	DOE	84-passenger, front-engine, diesel-fueled, special education bus, with lift, air conditioning, and five rows of integrated seats. Options: A,C,G							
66	DOE	66-passenger, diesel-fueled, regular education bus. Options: None							
67	DOE	66-passenger, diesel-fueled, special education bus, with lift, air conditioning, and five rows of integrated seats. Options: B,C							
68	DOE	54-passenger, diesel-fueled, special education bus, with air conditioning and four rows of integrated seats. Options: C							
69	DOE	54-passenger, diesel-fueled, special education bus, with air conditioning and four rows of integrated seats. Options: C							
70	DOE	54-passenger, propane-fueled, special education bus, with lift, air conditioning, and four rows of integrated seats. Options: B,C							

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71	DOE	48-passenger, diesel-fueled, special education bus, with air conditioning, and three rows of integrated seats. Options: C							
72	DOE	48-passenger, diesel-fueled, special education bus, with lift, air conditioning, and three rows of integrated seats. Options: B,C							
73	DOE	48-passenger, propane-fueled, special education bus, with lift, air conditioning, and three rows of integrated seats. Options: B,C							
74	DOE	36-passenger, diesel-fueled, special education bus, with air conditioning and three rows of integrated seats. Options: C							
75	DOE	36-passenger, diesel-fueled, special education bus, with lift, air conditioning and three rows of integrated seats. Options: B,C							
76	DOE	24-passenger, gasoline-fueled, special education bus, with air conditioning and three rows of integrated seats. Options: C							

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77	DOE	24-passenger, gasoline-fueled, special education bus, with lift, air conditioning and three rows of integrated seats. Options: C							
78	DOE	14-passenger, Type A, gasoline-fueled, special education bus, with air conditioning and three rows of integrated seats. Options: C							
79	DOE	14-passenger, Type A, gasoline-fueled, special education bus, with lift, air conditioning and three rows of integrated seats. Options: C							
80	DOE	14-passenger, Type C, diesel-fueled, special education bus, with air conditioning and three rows of integrated seats. Options: C							
81	DOE	14-passenger, Type C, diesel-fueled, special education bus, with lift, air conditioning and three rows of integrated seats. Options: C							

Appendix C – Bus Diagrams

School District: Appoquinimink Unit # 1-3

Capacity:72
Type:Type C
Education Type:Early Childhood Education
Seatbelts:No
Optional Latch:No
Wheelbase:Regular Wheelbase
Fuel Type:Diesel
Engine Location:Conventional
Air Condition:Yes
Lift:No
Integrated Seats:Yes
State Funded Rows of Integrated Seats:5
District Funded Rows of Integrated Seats:0
Total Number of Rows of Integrated Seats:5

District Options

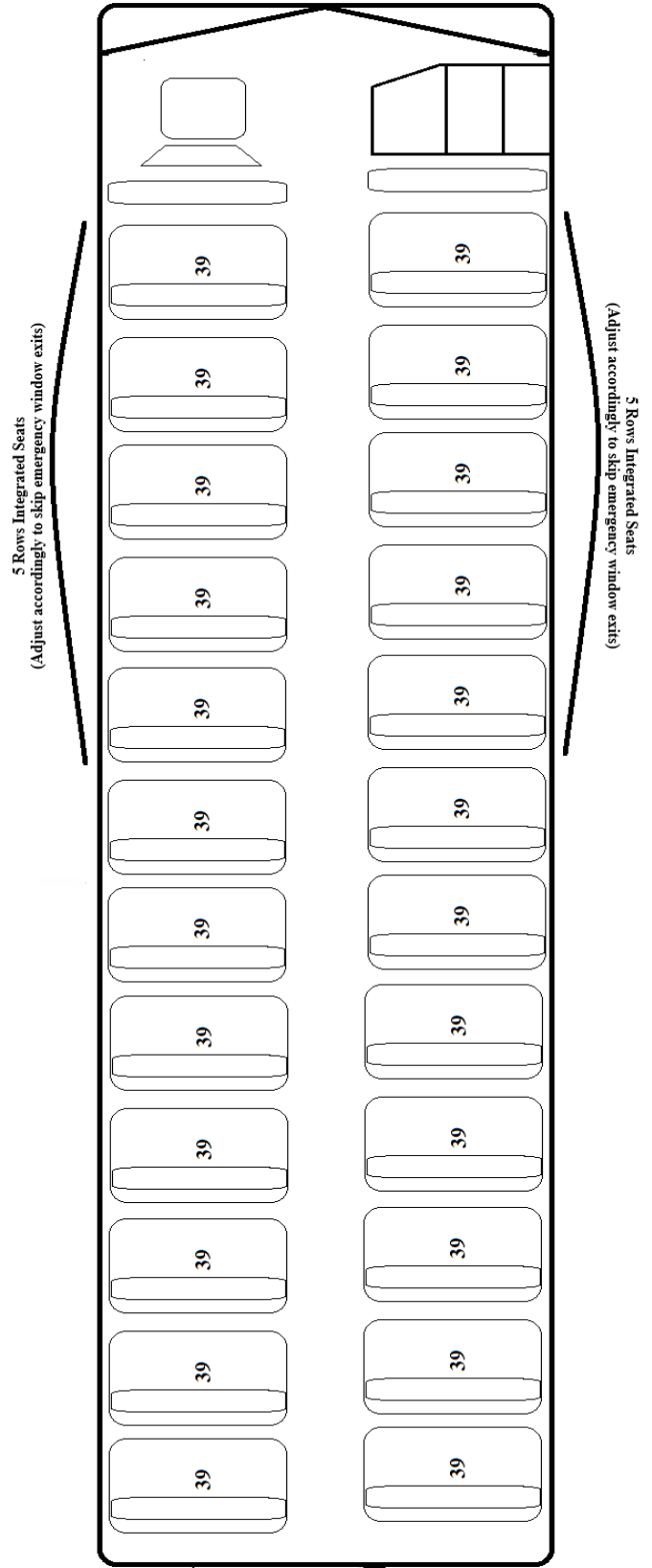
Option A (Air Brakes)

Option C (Tinted Glass)

Option D (Air Door)

Option E (Air Suspension Driver Seat)

Option J (Large Diesel/Gasoline Tank)



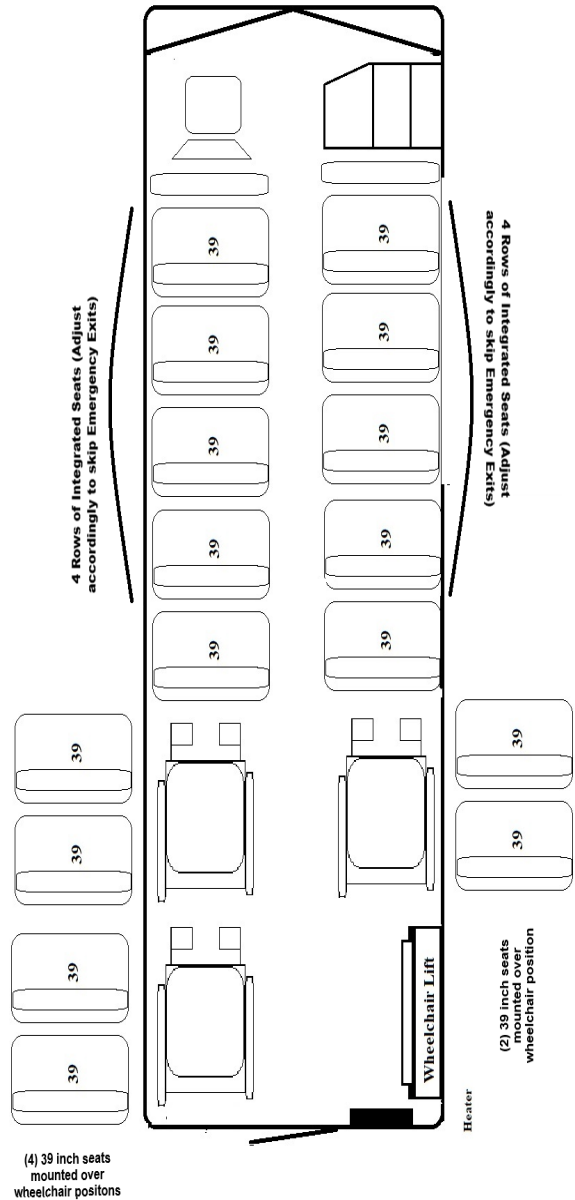
STATE OF DELAWARE
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School District: Appoquinimink
Unit # 4-6

Capacity: 54
Type: Type C
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Diesel
Engine Location: Conventional
Air Condition: Yes
Lift: Yes
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 4
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 4

District Options

- Option A (Air Brakes)
- Option B (Rear Air Ride)
- Option C (Tinted Glass)
- Option D (Air Door)
- Option E (Air Suspension Driver Seat)



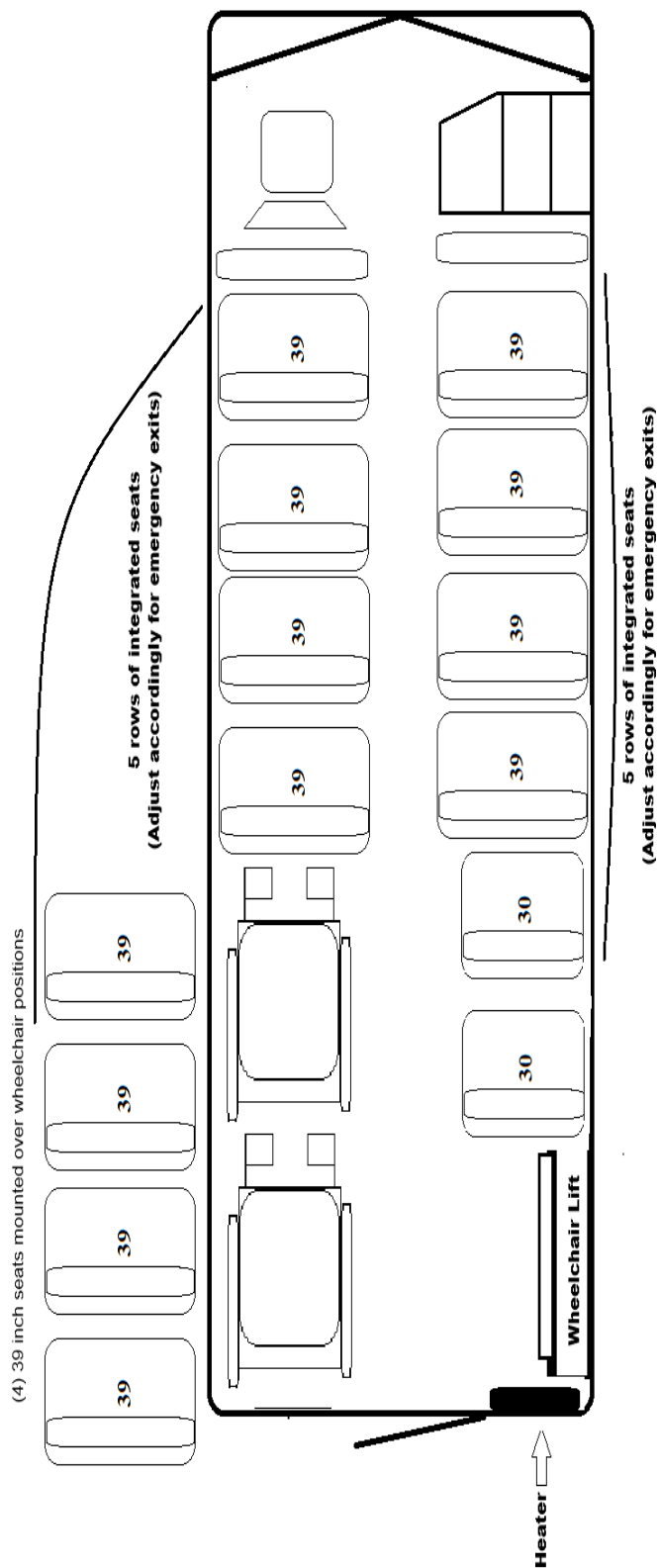
School District: Brandywine
Unit # 7

Capacity: 48
Type: Type C
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Propane
Engine Location: Conventional
Air Condition: Yes
Lift: Yes
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 3
District Funded Rows of Integrated Seats: 2
Total Number of Rows of Integrated Seats: 5

District Options

Option B (Rear Air Ride)
Option C (Tinted Glass)

Option H (Additional Integrated Seats)



School District: Brandywine
Unit # 8-15

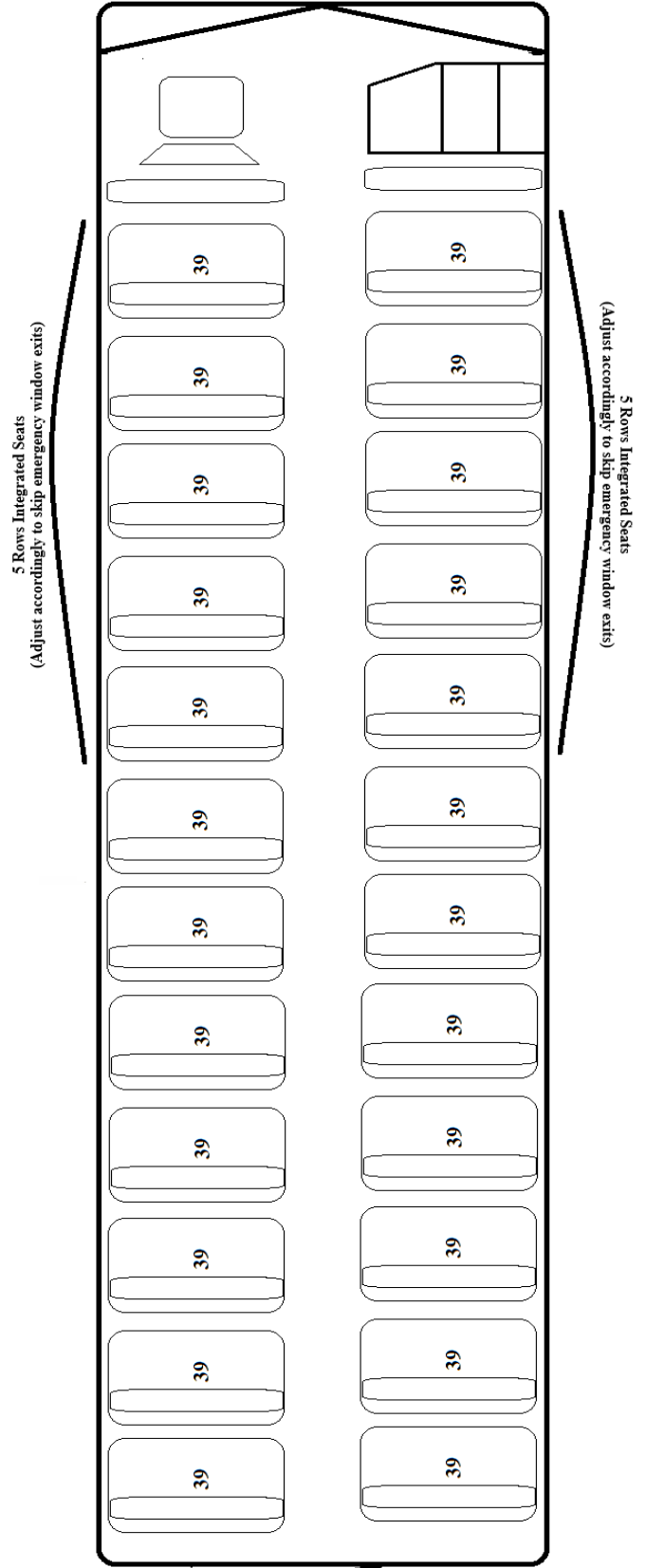
Capacity: 72
Type: Type C
Education Type: Regular Education
Seatbelts: No
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Propane
Engine Location: Conventional
Air Condition: Yes
Lift: No
Integrated Seats: No
State Funded Rows of Integrated Seats: 0
District Funded Rows of Integrated Seats: 5
Total Number of Rows of Integrated Seats: 5

District Options

Option C (Tinted Glass)

Option F (Large Propane Tank)

Option H (Additional Integrated Seats)
Option I (District Funded A/C)



School District: Caesar Rodney
Unit # 16

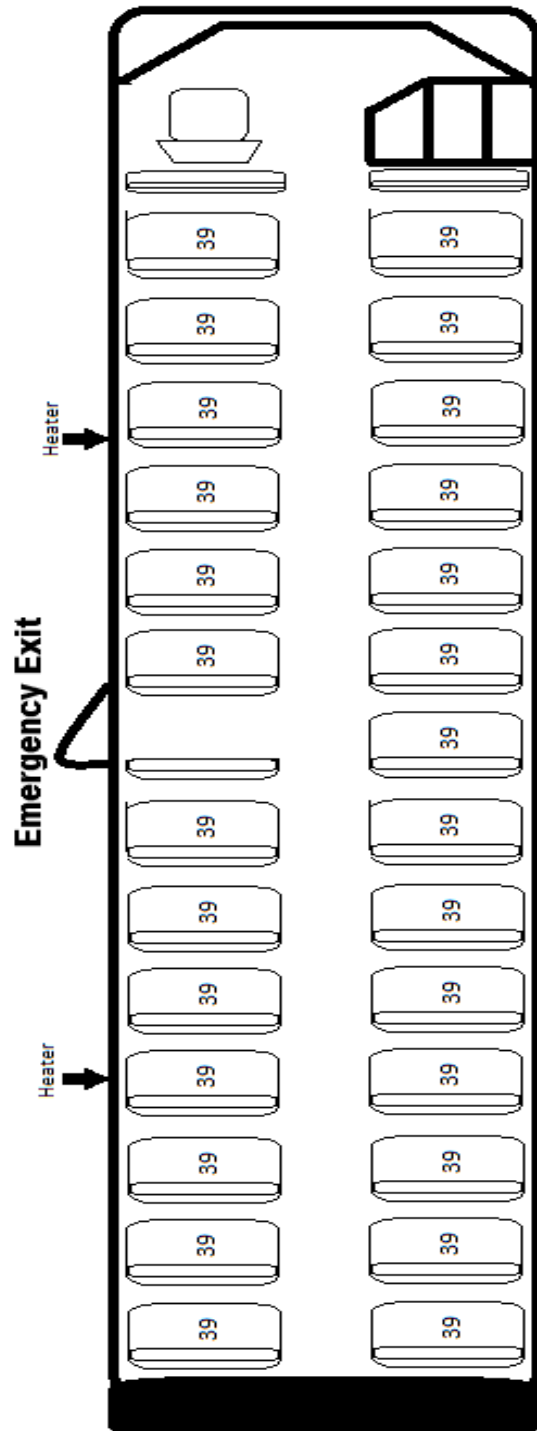
Capacity: 84
Type: Type D
Education Type: Regular Education
Seatbelts: No
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Diesel
Engine Location: Rear Engine
Air Condition: Yes
Lift: No
Integrated Seats: No
State Funded Rows of Integrated Seats: 0
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 0

District Options

Option A (Air Brakes)
Option B (Rear Air Ride)
Option C (Tinted Glass)
Option D (Air Door)
Option E (Air Suspension Driver Seat)

Option G (Heavy Duty Brakes/Tires)

Option I (District Funded A/C)
Option J (Large Diesel/Gasoline Tank)
Option K (Midship Heater)
Option L (Spare Rim)



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School District: Caesar Rodney
Unit # 17-18

Capacity: 72
Type: Type C
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Diesel
Engine Location: Conventional
Air Condition: Yes
Lift: No
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 5
District Funded Rows of Integrated Seats: 2
Total Number of Rows of Integrated Seats: 7

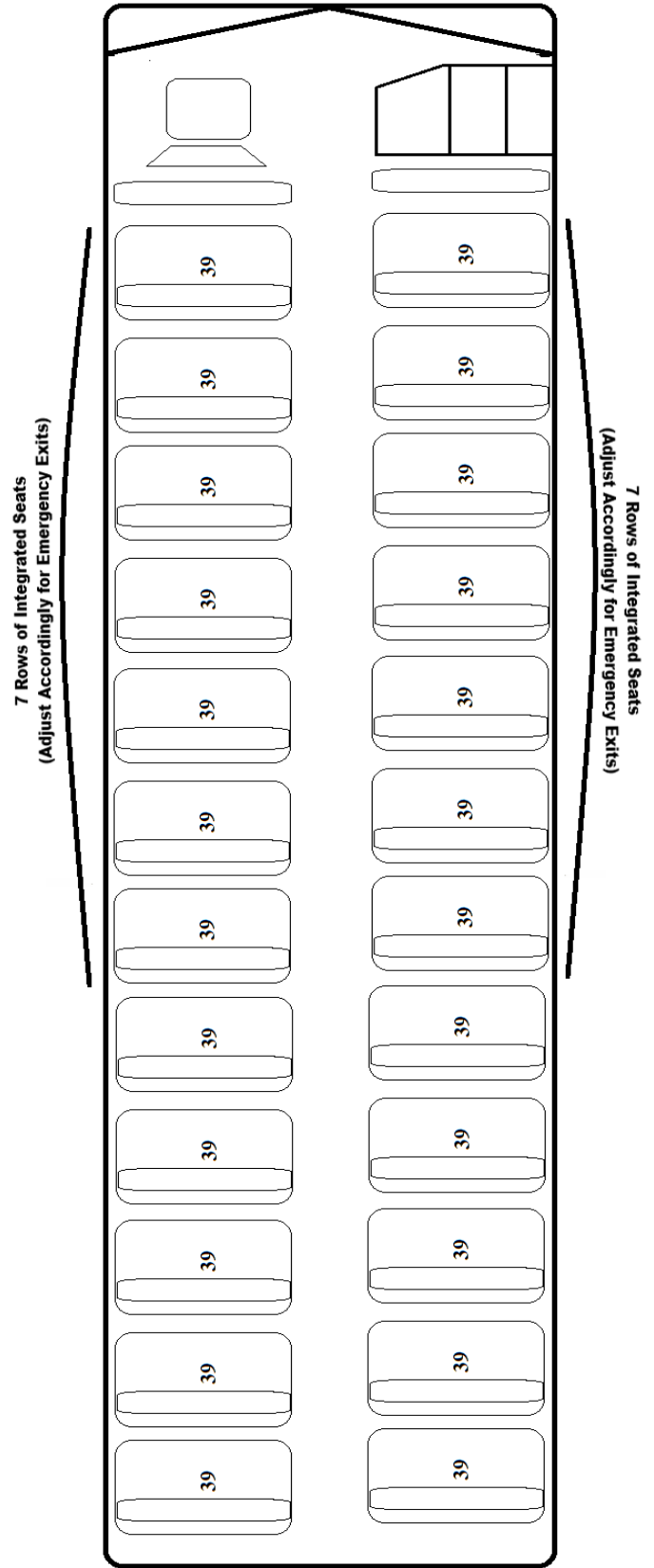
District Options

- Option A (Air Brakes)

Option C (Tinted Glass)
Option D (Air Door)
Option E (Air Suspension Driver Seat)

Option H (Additional Integrated Seats)

Option J (Large Diesel/Gasoline Tank)
Option K (Midship Heater)
Option L (Spare Rim)



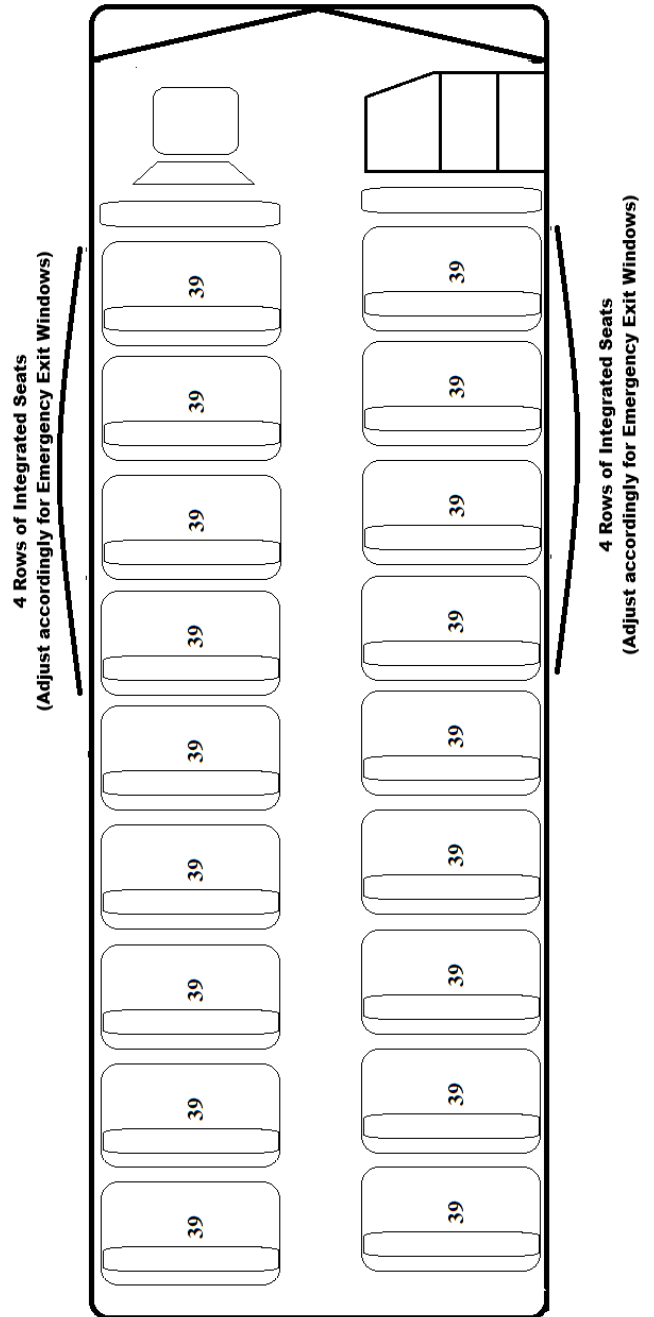
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School District: Cape Henlopen
Unit # 19-22

Capacity: 54
Type: Type C
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Diesel
Engine Location: Conventional
Air Condition: Yes
Lift: No
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 4
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 4

District Options

Option A (Air Brakes)
Option C (Tinted Glass)
Option D (Air Door)
Option E (Air Suspension Driver Seat)



School District: Cape Henlopen
Unit # 23

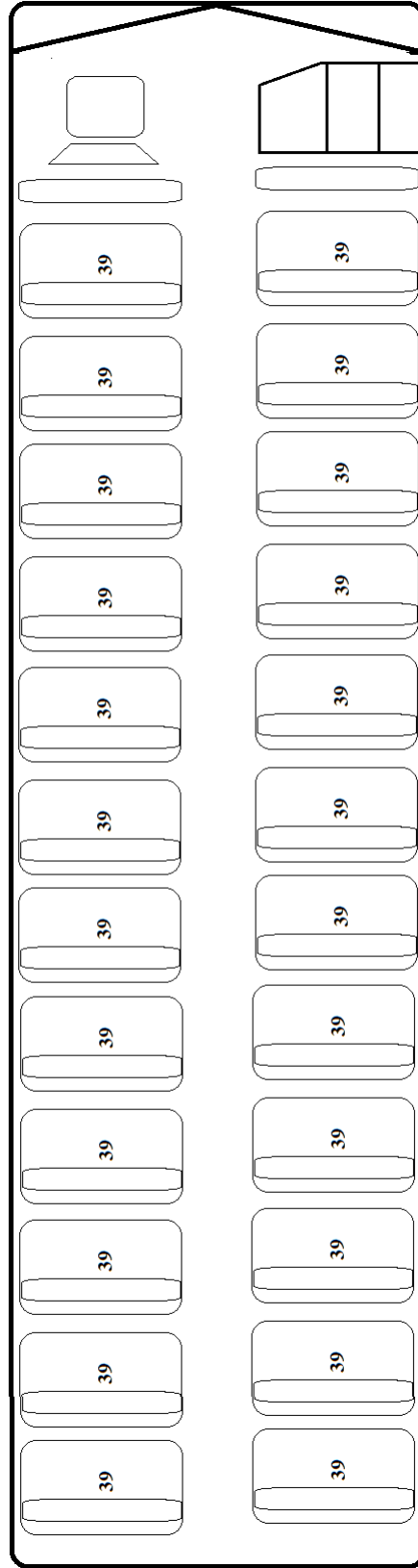
Capacity: 72
Type: Type C
Education Type: Regular Education
Seatbelts: No
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Diesel
Engine Location: Conventional
Air Condition: Yes
Lift: No
Integrated Seats: No
State Funded Rows of Integrated Seats: 0
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 0

District Options

Option A (Air Brakes)

Option C (Tinted Glass)
Option D (Air Door)
Option E (Air Suspension Driver Seat)

Option I (District Funded A/C)

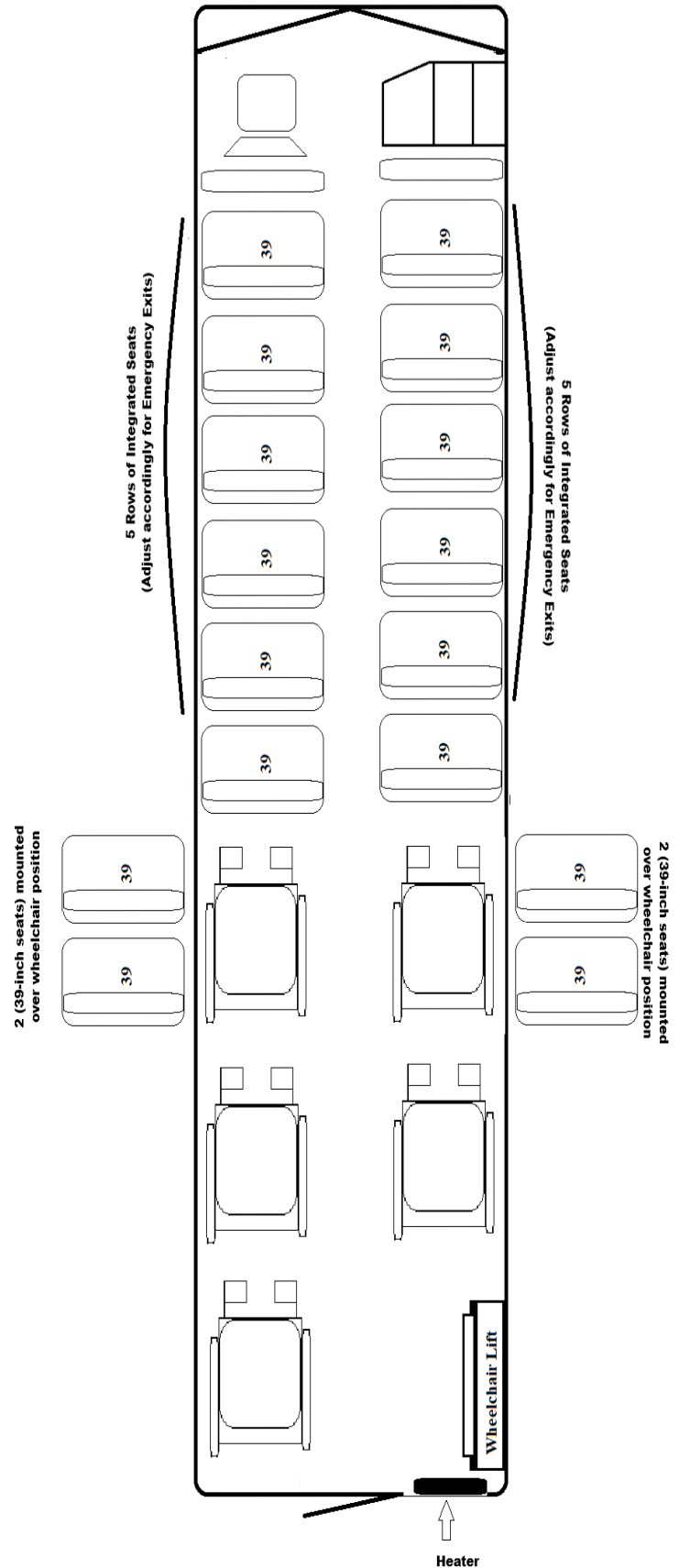


**School District: Capital
Unit # 24**

Capacity: 72
Type: Type C
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Diesel
Engine Location: Conventional
Air Condition: Yes
Lift: Yes
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 5
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 5

District Options

Option A (Air Brakes)
Option B (Rear Air Ride)
Option C (Tinted Glass)
Option D (Air Door)
Option E (Air Suspension Driver Seat)

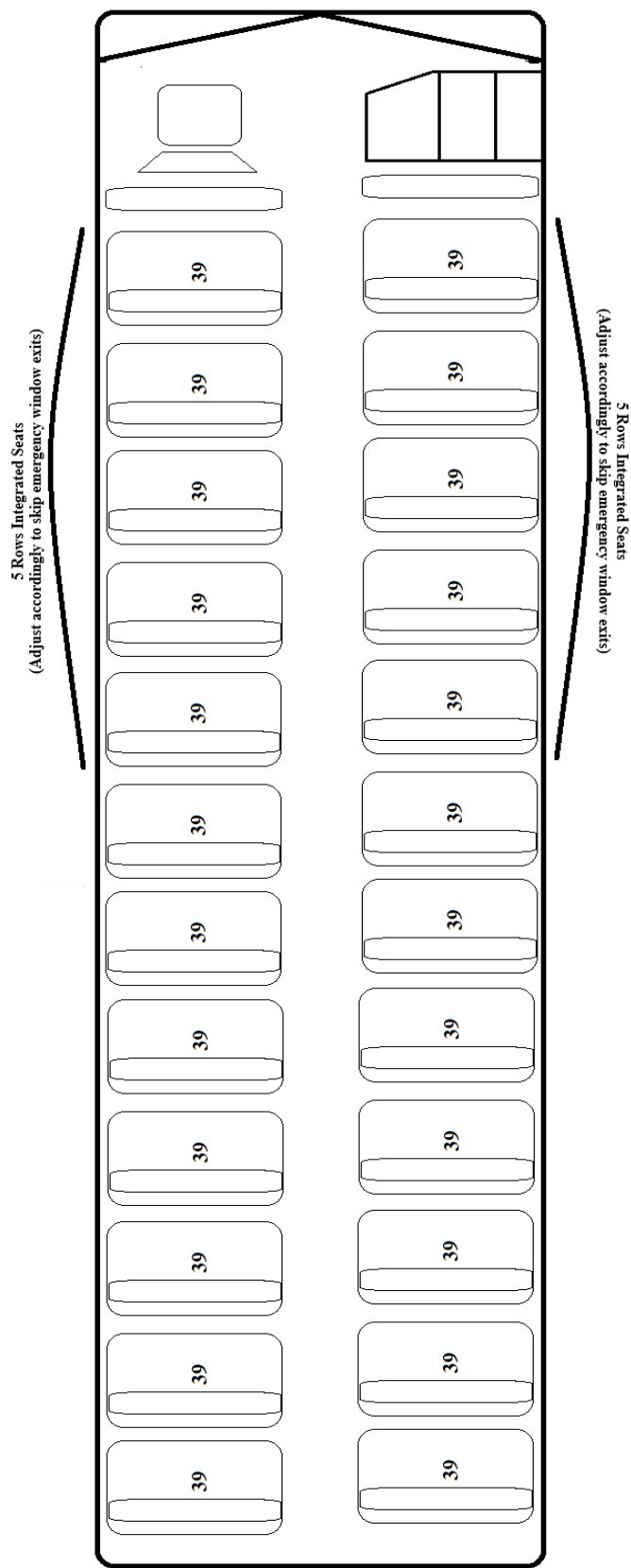


**School District: Capital
Unit # 25-26**

Capacity: 72
Type: Type C
Education Type: Early Childhood Education
Seatbelts: No
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Diesel
Engine Location: Conventional
Air Condition: Yes
Lift: No
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 5
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 5

District Options

Option A (Air Brakes)
Option B (Rear Air Ride)
Option C (Tinted Glass)
Option D (Air Door)
Option E (Air Suspension Driver Seat)



School District: Christina
Unit # 27

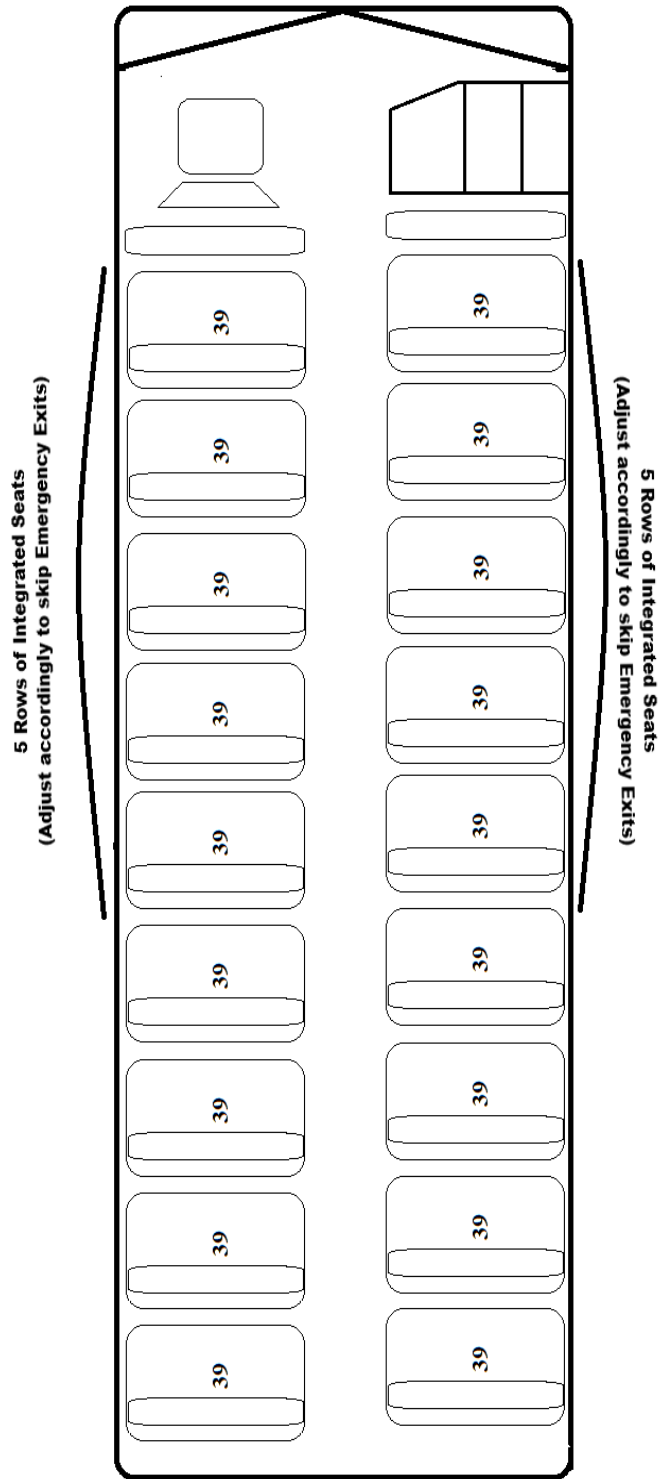
Capacity: 54
Type: Type C
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Diesel
Engine Location: Conventional
Air Condition: Yes
Lift: No
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 4
District Funded Rows of Integrated Seats: 1
Total Number of Rows of Integrated Seats: 5

District Options

Option B (Rear Air Ride)
Option C (Tinted Glass)

Option H (Additional Integrated Seats)

Option K (Midship Heater)



School District: Christina
Unit # 28-29

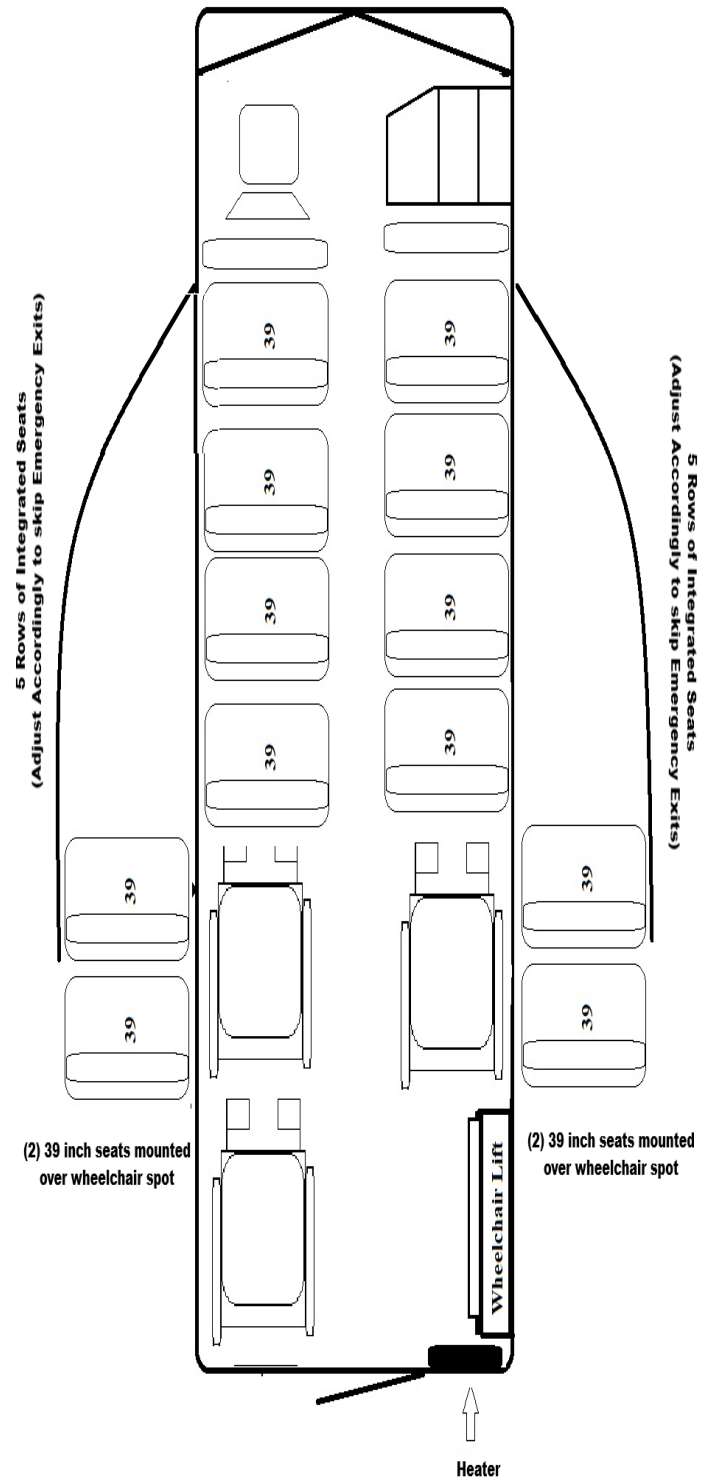
Capacity: 48
Type: Type C
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Diesel
Engine Location: Conventional
Air Condition: Yes
Lift: Yes
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 4
District Funded Rows of Integrated Seats: 1
Total Number of Rows of Integrated Seats: 5

District Options

Option B (Rear Air Ride)
Option C (Tinted Glass)

Option H (Additional Integrated Seats)

Option K (Midship Heater)



School District: Christina
Unit # 30

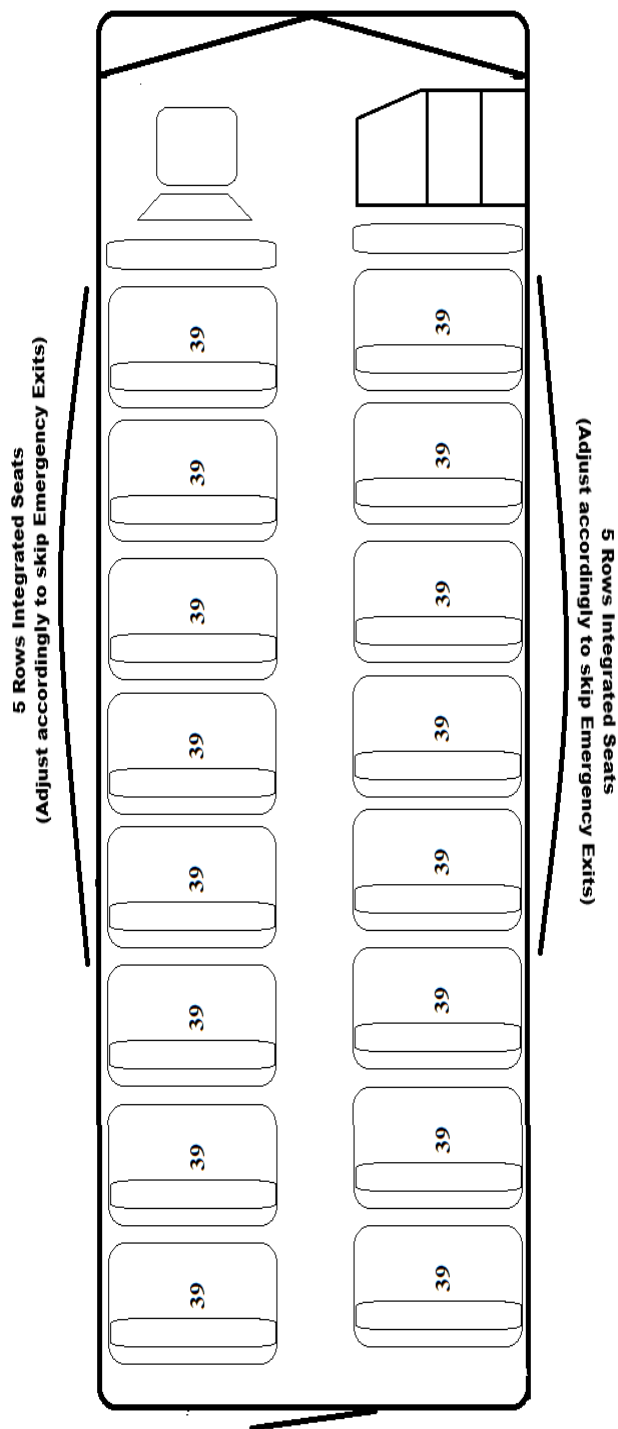
Capacity: 48
Type: Type C
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Diesel
Engine Location: Conventional
Air Condition: Yes
Lift: No
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 4
District Funded Rows of Integrated Seats: 1
Total Number of Rows of Integrated Seats: 5

District Options

Option B (Rear Air Ride)
Option C (Tinted Glass)

Option H (Additional Integrated Seats)

Option K (Midship Heater)



School District: Christina
Unit # 31-39

Capacity: 72

Type: Type C

Education Type: Regular Education

Seatbelts: No

Optional Latch: No

Wheelbase: Regular Wheelbase

Fuel Type: Diesel

Engine Location: Conventional

Air Condition: No

Lift: No

Integrated Seats: No

State Funded Rows of Integrated Seats: 0

District Funded Rows of Integrated Seats: 0

Total Number of Rows of Integrated Seats: 0

District Options

Option B (Rear Air Ride)

Option C (Tinted Glass)

Option K (Midship Heater)



STATE OF DELAWARE
Department of Education

School District: Colonial
Unit # 40-41

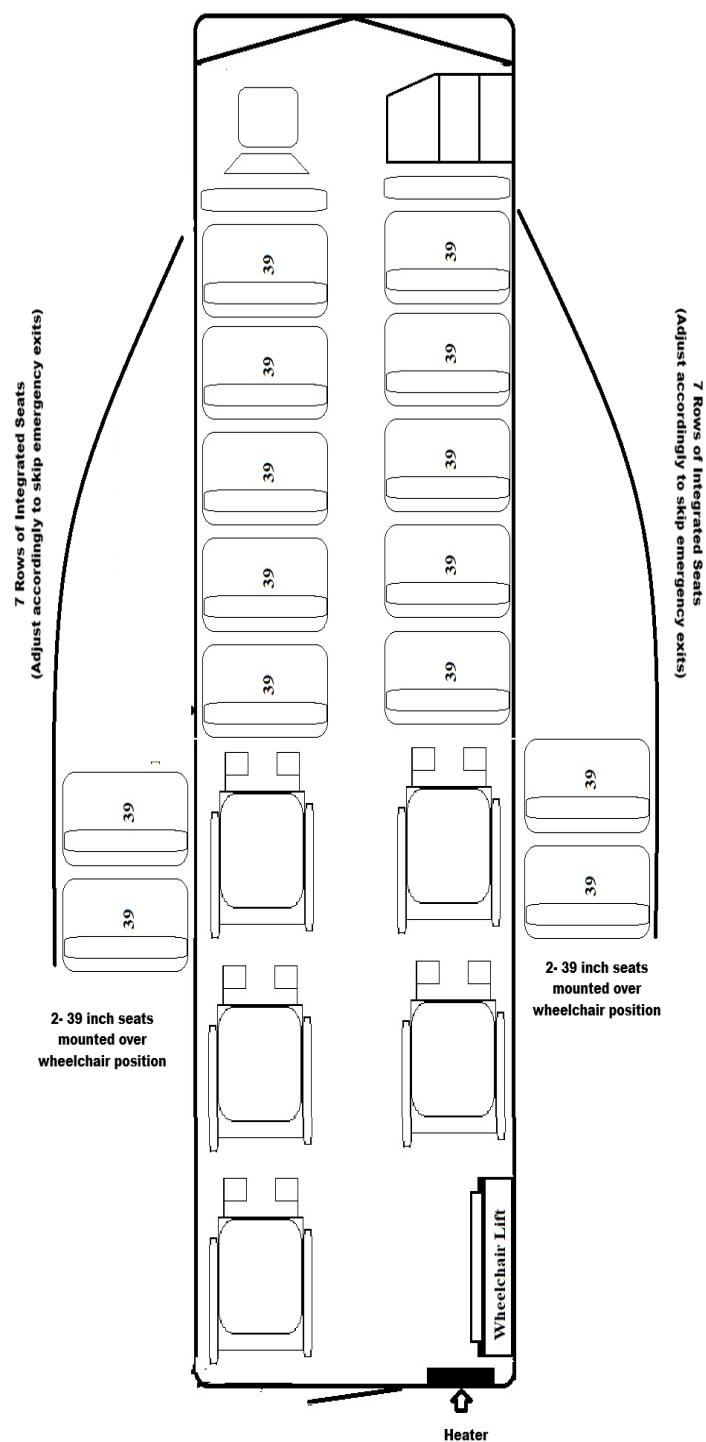
Capacity: 66
Type: Type C
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Diesel
Engine Location: Conventional
Air Condition: Yes
Lift: Yes
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 5
District Funded Rows of Integrated Seats: 2
Total Number of Rows of Integrated Seats: 7

District Options

Option A (Air Brakes)
Option B (Rear Air Ride)
Option C (Tinted Glass)
Option D (Air Door)
Option E (Air Suspension Driver Seat)

Option H (Additional Integrated Seats)

Option J (Large Diesel/Gasoline Tank)
Option K (Midship Heater)
Option L (Spare Rim)



STATE OF DELAWARE
Department of Education

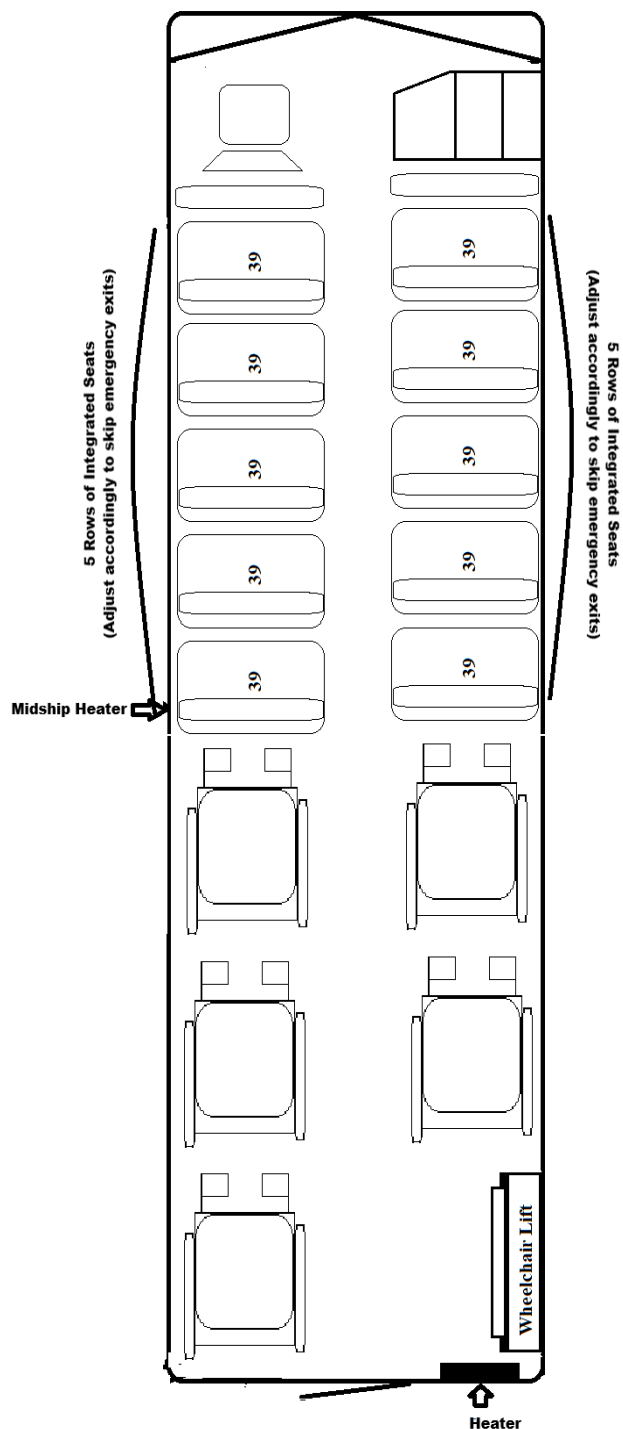
School District: Colonial
Unit # 42-44

Capacity: 66
Type: Type C
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Diesel
Engine Location: Conventional
Air Condition: Yes
Lift: Yes
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 5
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 5

District Options

Option A (Air Brakes)
Option B (Rear Air Ride)
Option C (Tinted Glass)
Option D (Air Door)
Option E (Air Suspension Driver Seat)

Option J (Large Diesel/Gasoline Tank)
Option K (Midship Heater)
Option L (Spare Rim)



STATE OF DELAWARE
Department of Education

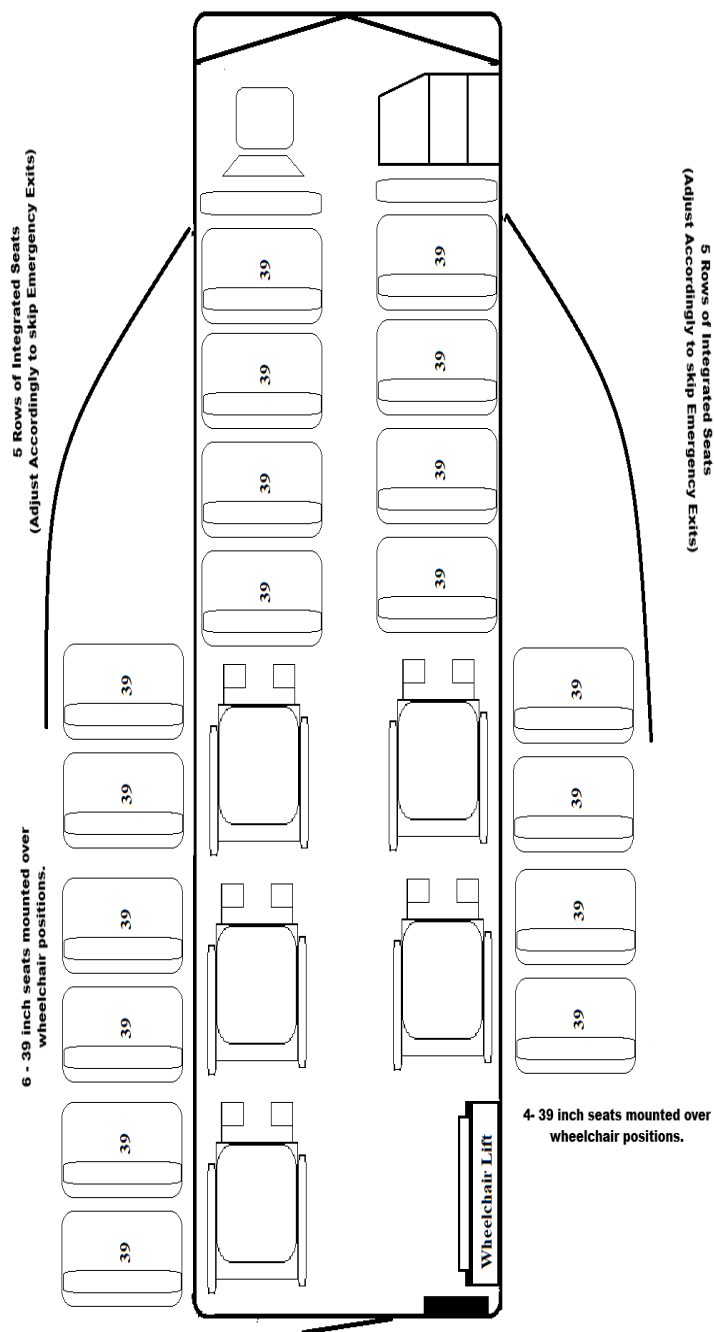
**School District: Indian River
Unit # 45**

Capacity: 60
Type: Type C
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Diesel
Engine Location: Conventional
Air Condition: Yes
Lift: Yes
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 5
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 5

District Options

Option A (Air Brakes)
 Option B (Rear Air Ride)
 Option C (Tinted Glass)
 Option D (Air Door)
 Option E (Air Suspension Driver Seat)

Option K (Midship Heater)



STATE OF DELAWARE
Department of Education

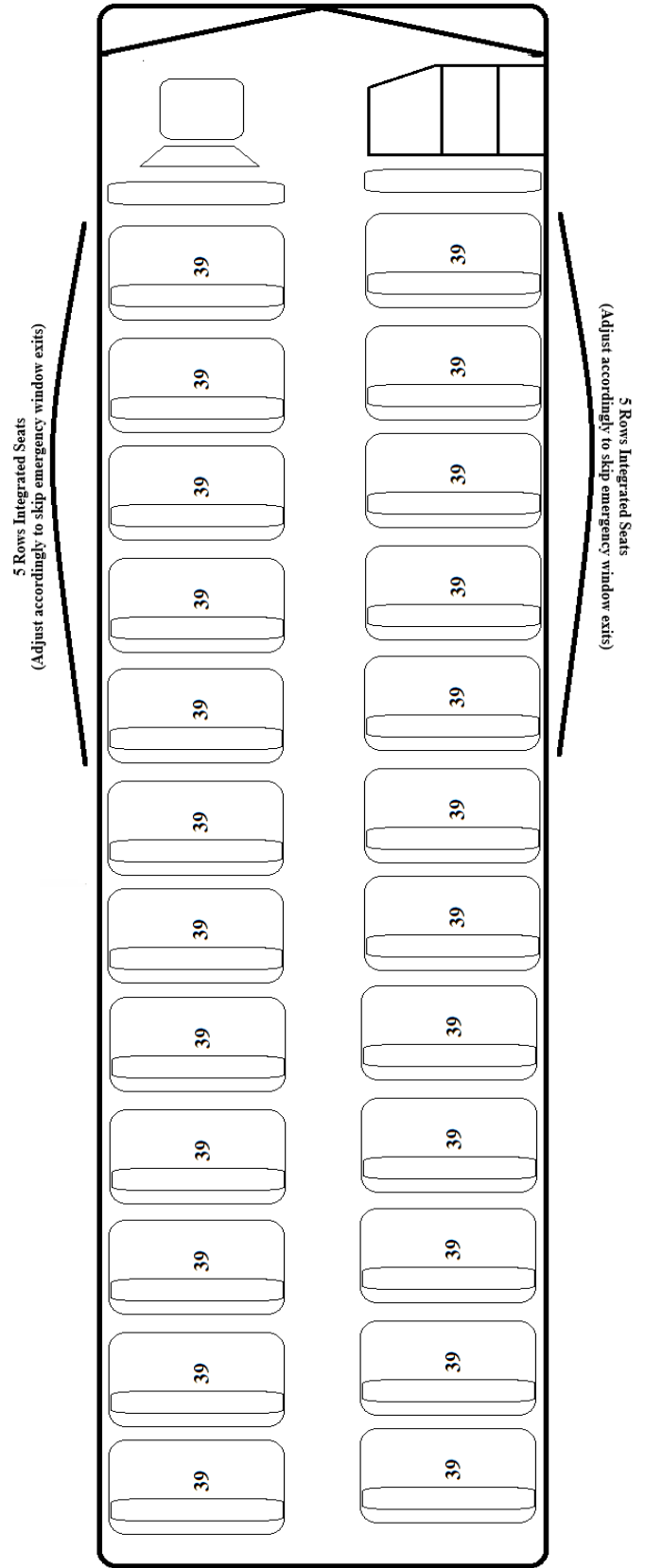
School District: Indian River
Unit # 46

Capacity: 72
Type: Type C
Education Type: Early Childhood Education
Seatbelts: No
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Diesel
Engine Location: Conventional
Air Condition: Yes
Lift: No
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 5
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 5

District Options

Option A (Air Brakes)
Option B (Rear Air Ride)
Option C (Tinted Glass)
Option D (Air Door)
Option E (Air Suspension Driver Seat)

Option K (Midship Heater)



School District: Red Clay
Unit # 47-48

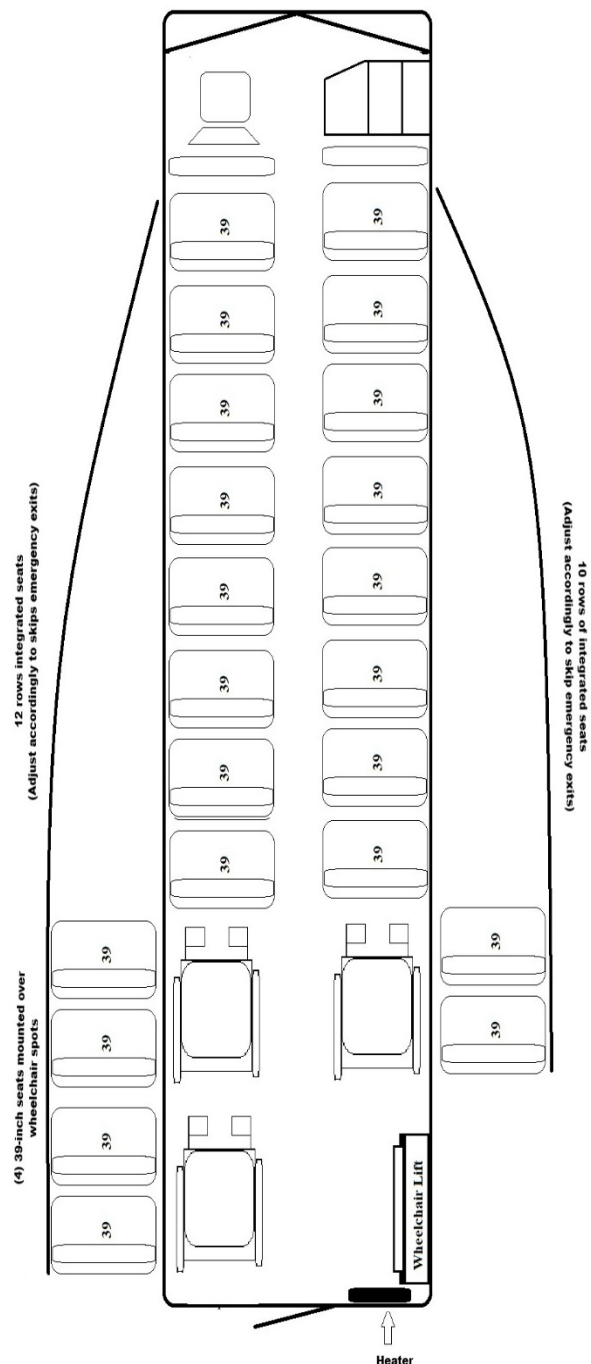
Capacity: 72
Type: Type C
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Propane
Engine Location: Conventional
Air Condition: Yes
Lift: Yes
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 5
District Funded Rows of Integrated Seats: 7
Total Number of Rows of Integrated Seats: 12

District Options

Option A (Air Brakes)
Option B (Rear Air Ride)
Option C (Tinted Glass)
Option D (Air Door)
Option E (Air Suspension Driver Seat)
Option F (Large Propane Tank)

Option H (Additional Integrated Seats)

Option K (Midship Heater)



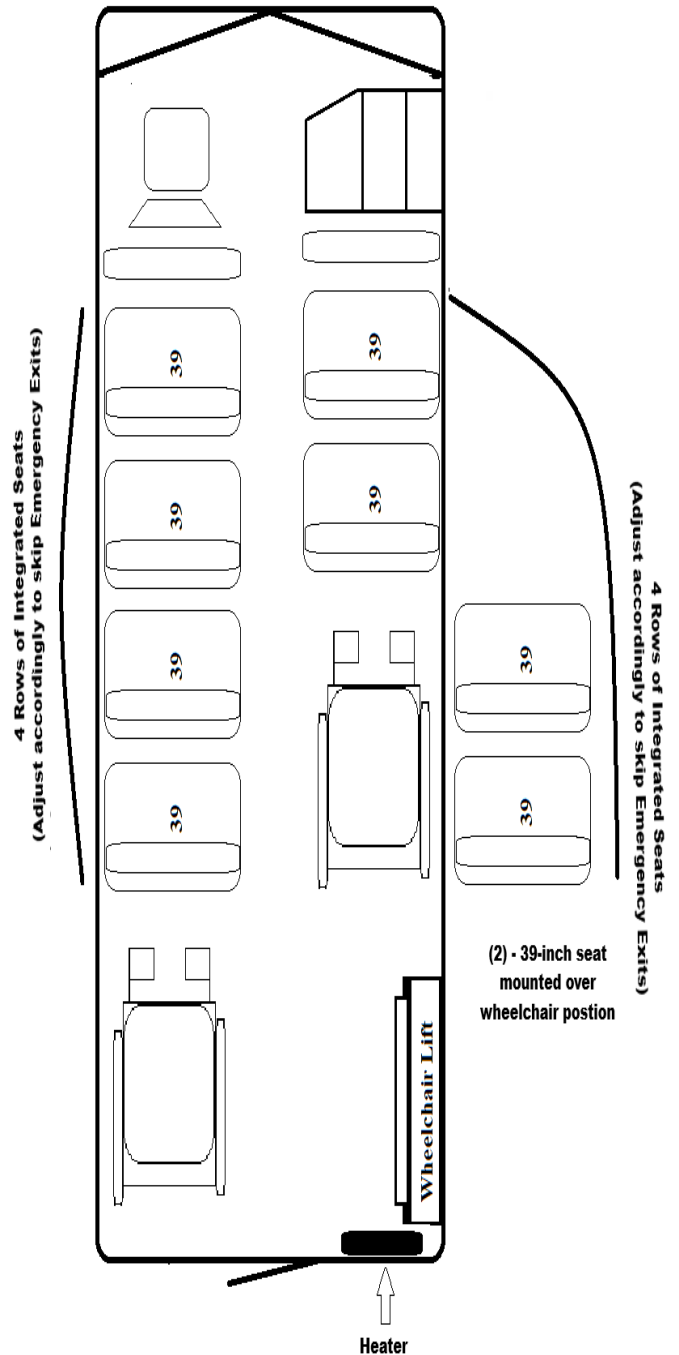
School District: Red Clay
Unit # 49

Capacity: 36
Type: Type C
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Propane
Engine Location: Conventional
Air Condition: Yes
Lift: Yes
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 3
District Funded Rows of Integrated Seats: 1
Total Number of Rows of Integrated Seats: 4

District Options

Option A (Air Brakes)
Option B (Rear Air Ride)
Option C (Tinted Glass)
Option D (Air Door)
Option E (Air Suspension Driver Seat)

Option H (Additional Integrated Seats)



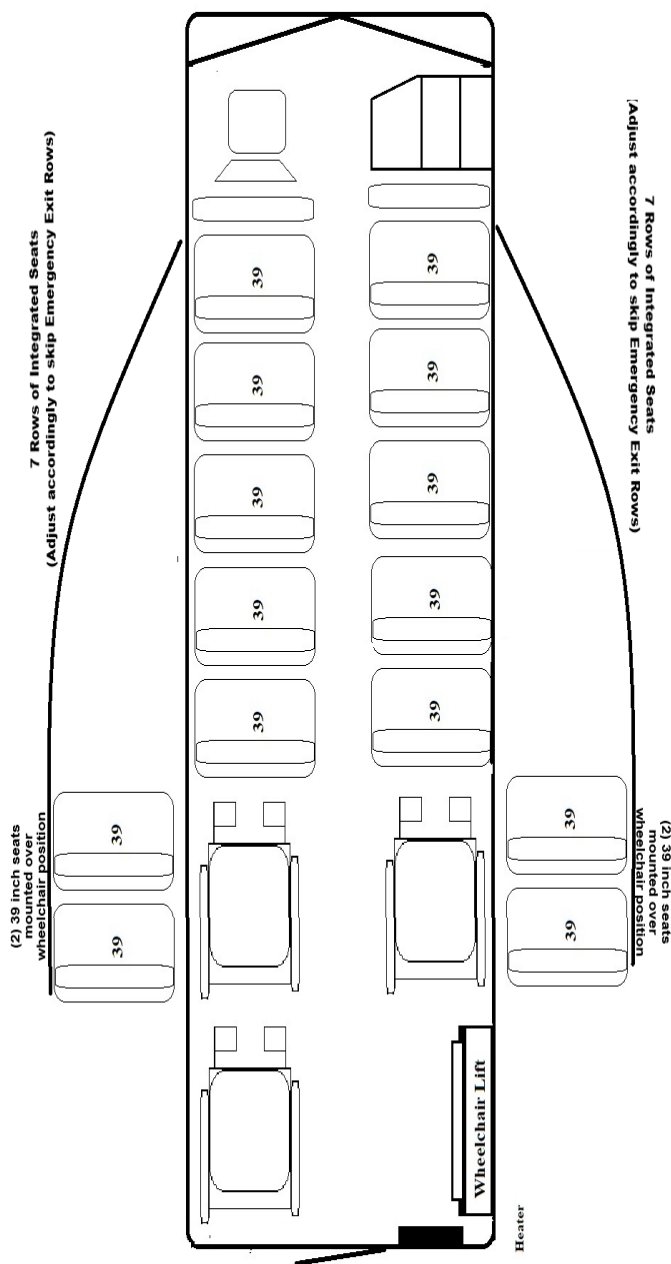
School District: Red Clay
Unit # 50

Capacity: 54
Type: Type C
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Propane
Engine Location: Conventional
Air Condition: Yes
Lift: Yes
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 4
District Funded Rows of Integrated Seats: 3
Total Number of Rows of Integrated Seats: 7

District Options

Option A (Air Brakes)
Option B (Rear Air Ride)
Option C (Tinted Glass)
Option D (Air Door)
Option E (Air Suspension Driver Seat)

Option H (Additional Integrated Seats)

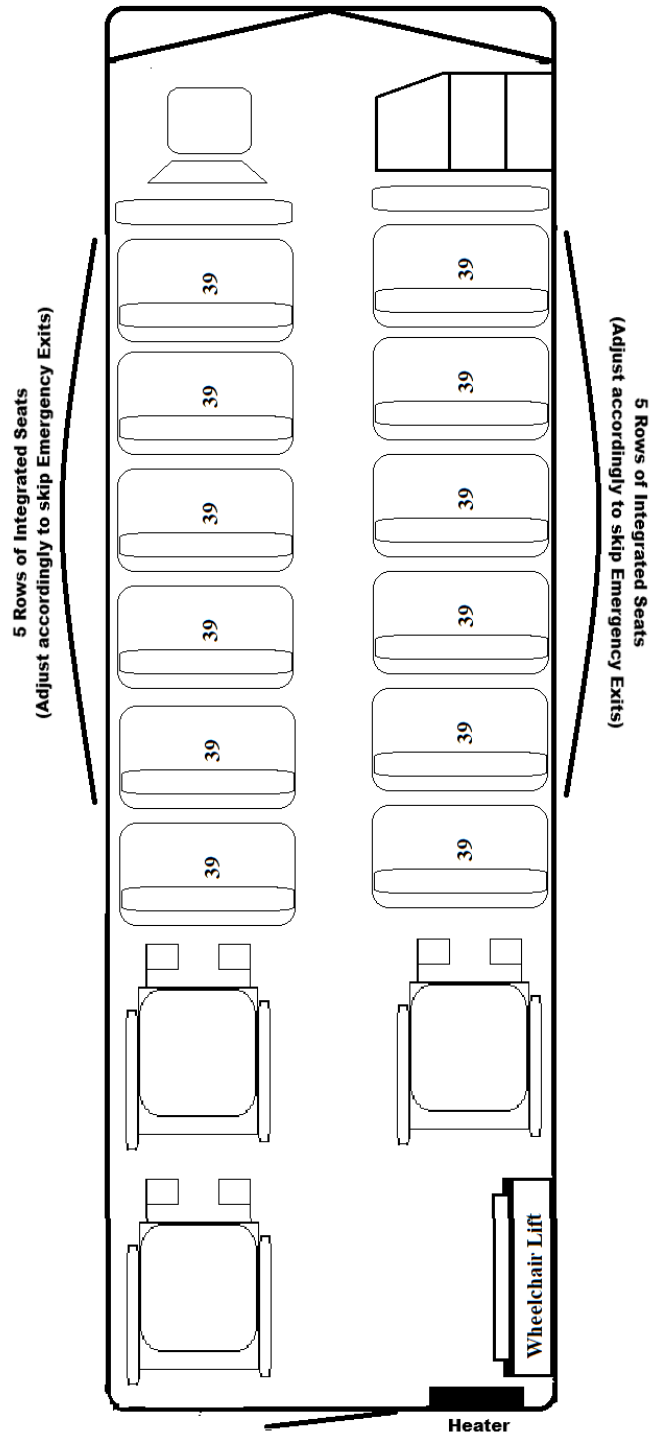


School District: Seaford
Unit # 51

Capacity: 60
Type: Type C
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Diesel
Engine Location: Conventional
Air Condition: Yes
Lift: Yes
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 5
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 5

District Options

Option B (Rear Air Ride)
Option C (Tinted Glass)

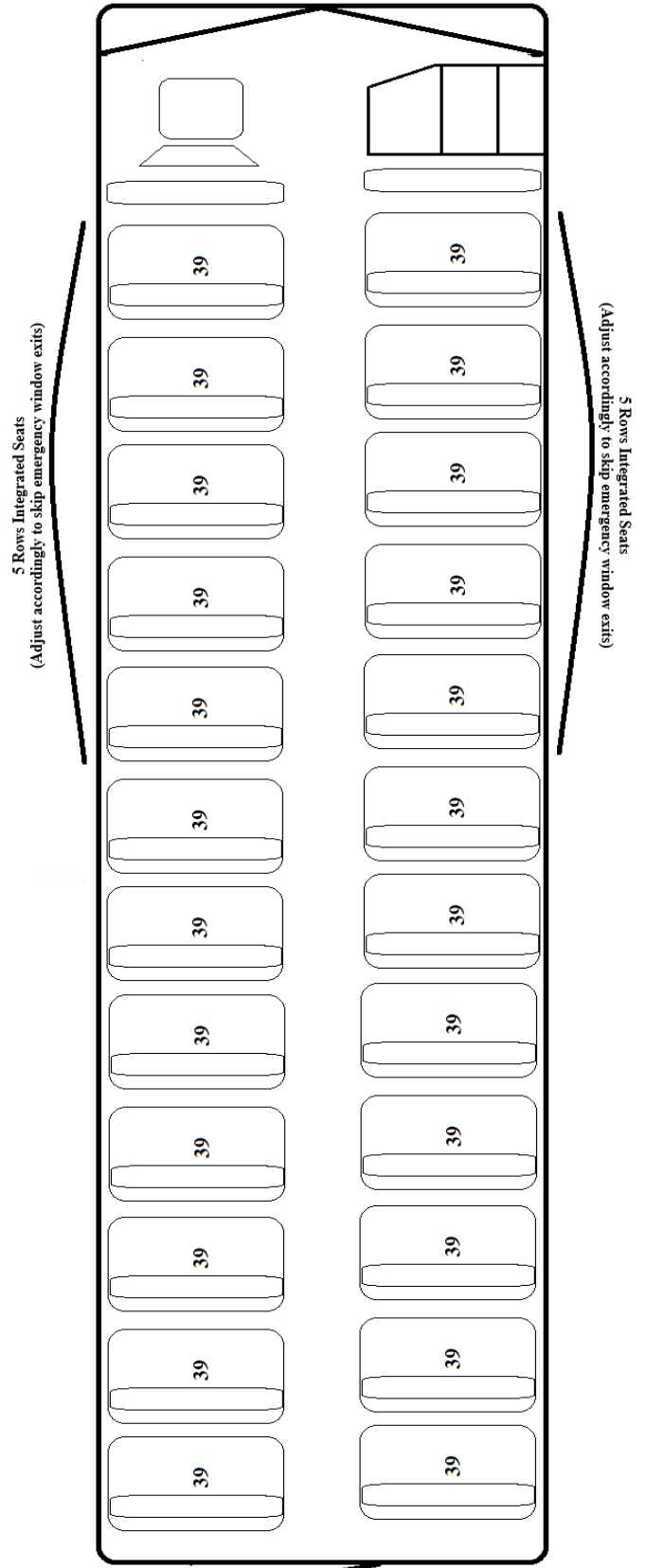


School District: Seaford
Unit # 52

Capacity: 72
Type: Type C
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Diesel
Engine Location: Conventional
Air Condition: Yes
Lift: No
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 5
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 5

District Options

Option C (Tinted Glass)



School District: DDOE
Unit # 53

Capacity: 72
Type: Type C
Education Type: Regular Education
Seatbelts: No
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Diesel
Engine Location: Conventional
Air Condition: No
Lift: No
Integrated Seats: No
State Funded Rows of Integrated Seats: 0
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 0

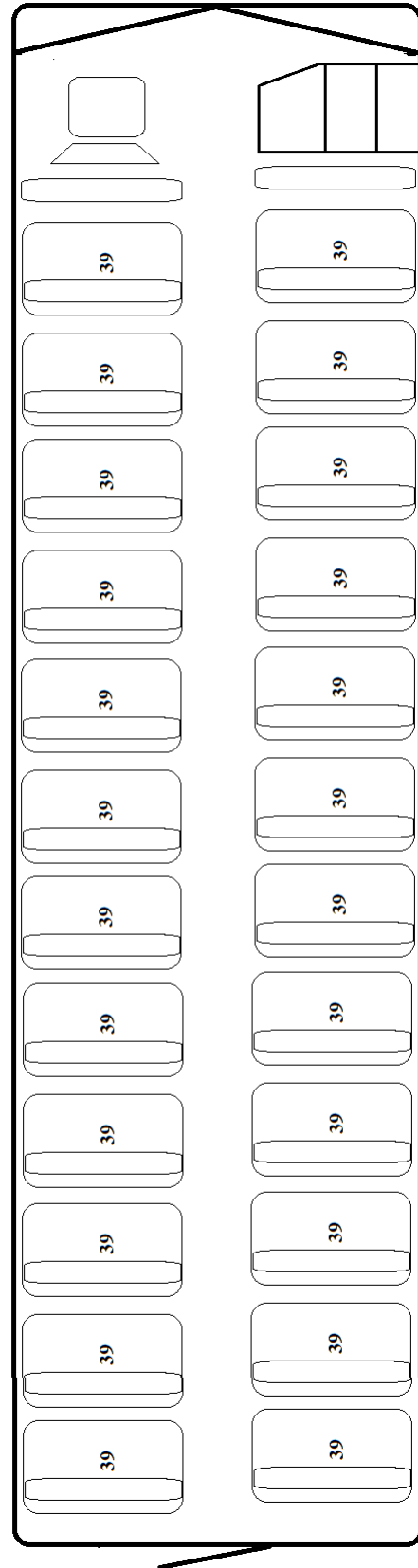
District Options



School District: DDOE
Unit # 54

Capacity: 72
Type: Type C
Education Type: Regular Education
Seatbelts: No
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Propane
Engine Location: Conventional
Air Condition: No
Lift: No
Integrated Seats: No
State Funded Rows of Integrated Seats: 0
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 0

District Options



School District: DDOE
Unit # 55

Capacity: 72
Type: Type C
Education Type: Regular Education
Seatbelts: No
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Gasoline
Engine Location: Conventional
Air Condition: No
Lift: No
Integrated Seats: No
State Funded Rows of Integrated Seats: 0
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 0

District Options



School District: DDOE
Unit # 56

Capacity: 72
Type: Type C
Education Type: Regular Education
Seatbelts: No
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Diesel
Engine Location: Conventional
Air Condition: No
Lift: No
Integrated Seats: No
State Funded Rows of Integrated Seats: 0
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 0

District Options

Option A (Air Brakes)

Option C (Tinted Glass)

Option D (Air Door)

Option E (Air Suspension Driver Seat)

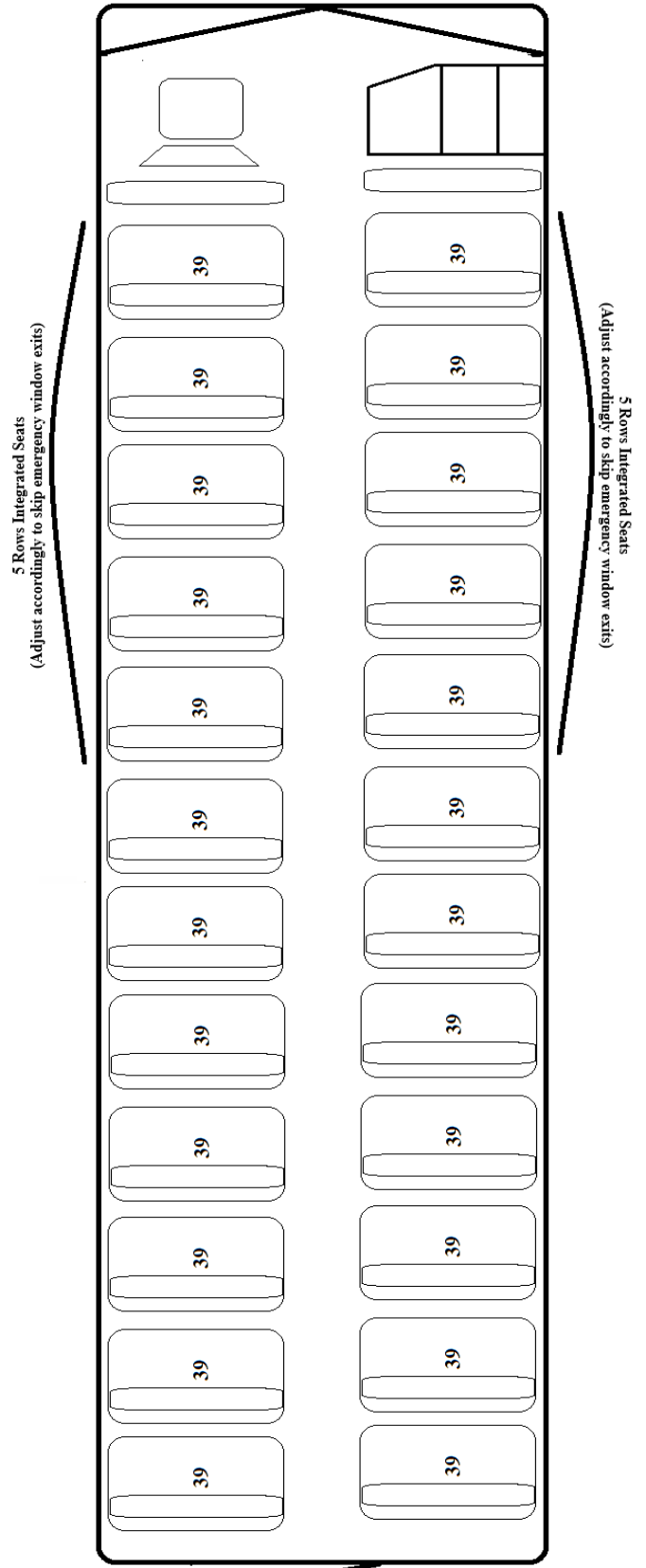


School District: DDOE
Unit # 57

Capacity: 72
Type: Type C
Education Type: Early Childhood Education
Seatbelts: No
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Diesel
Engine Location: Conventional
Air Condition: Yes
Lift: No
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 5
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 5

District Options

Option C (Tinted Glass)

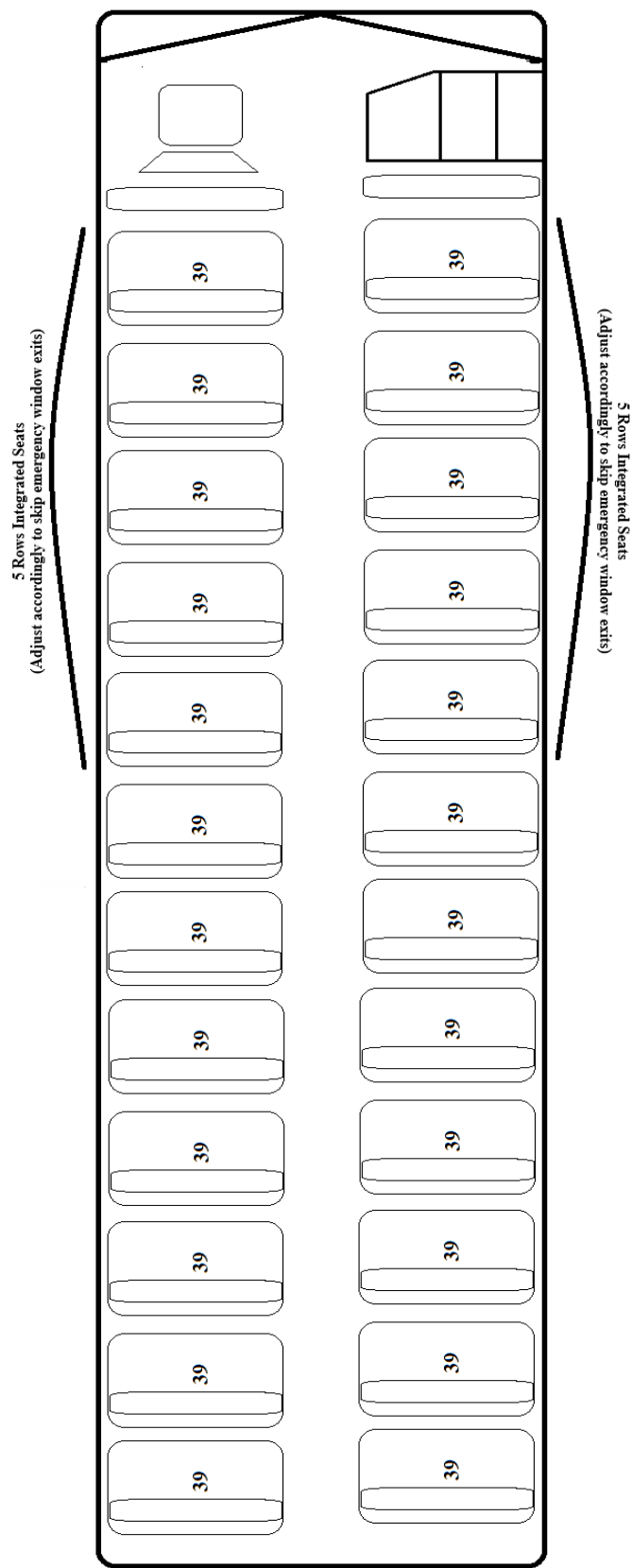


School District: DDOE
Unit # 58

Capacity: 72
Type: Type C
Education Type: Early Childhood Education
Seatbelts: No
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Propane
Engine Location: Conventional
Air Condition: Yes
Lift: No
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 5
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 5

District Options

Option C (Tinted Glass)

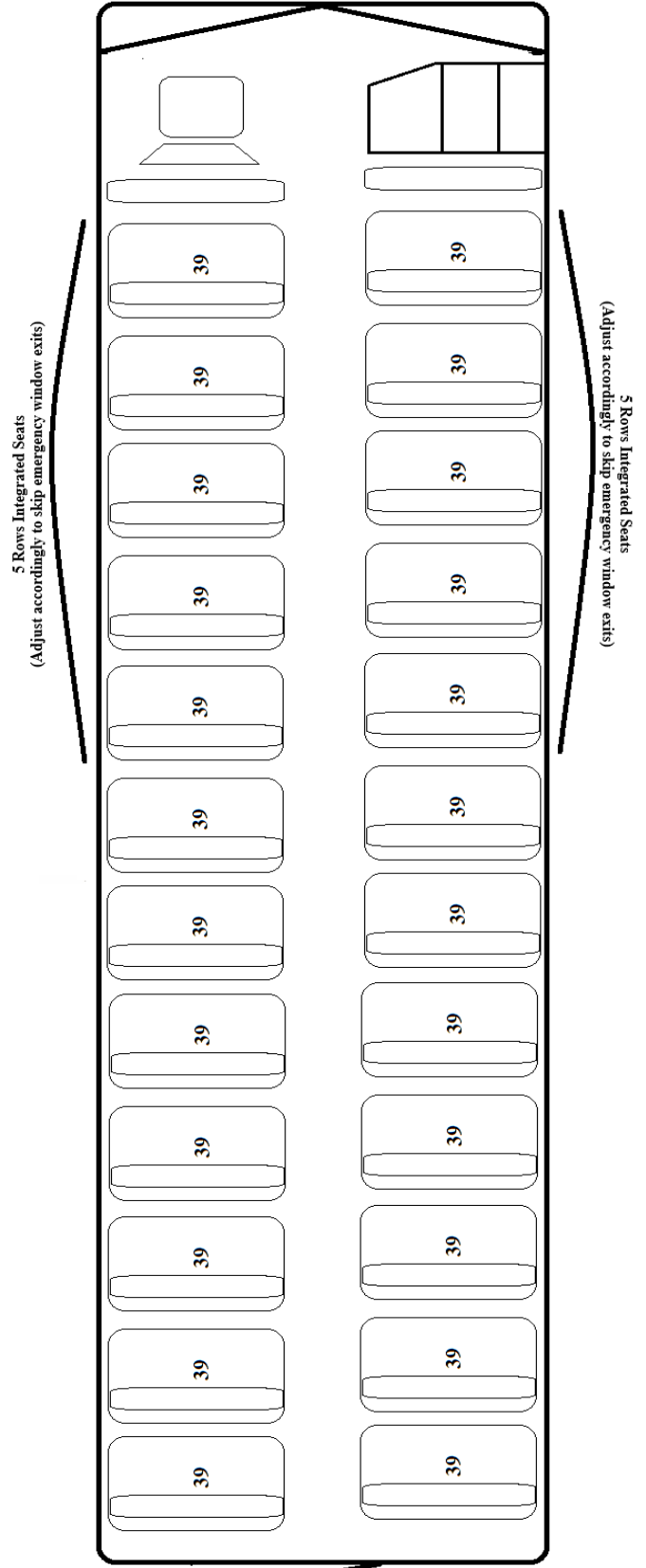


School District: DDOE
Unit # 59

Capacity: 72
Type: Type C
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Diesel
Engine Location: Conventional
Air Condition: Yes
Lift: No
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 5
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 5

District Options

Option C (Tinted Glass)

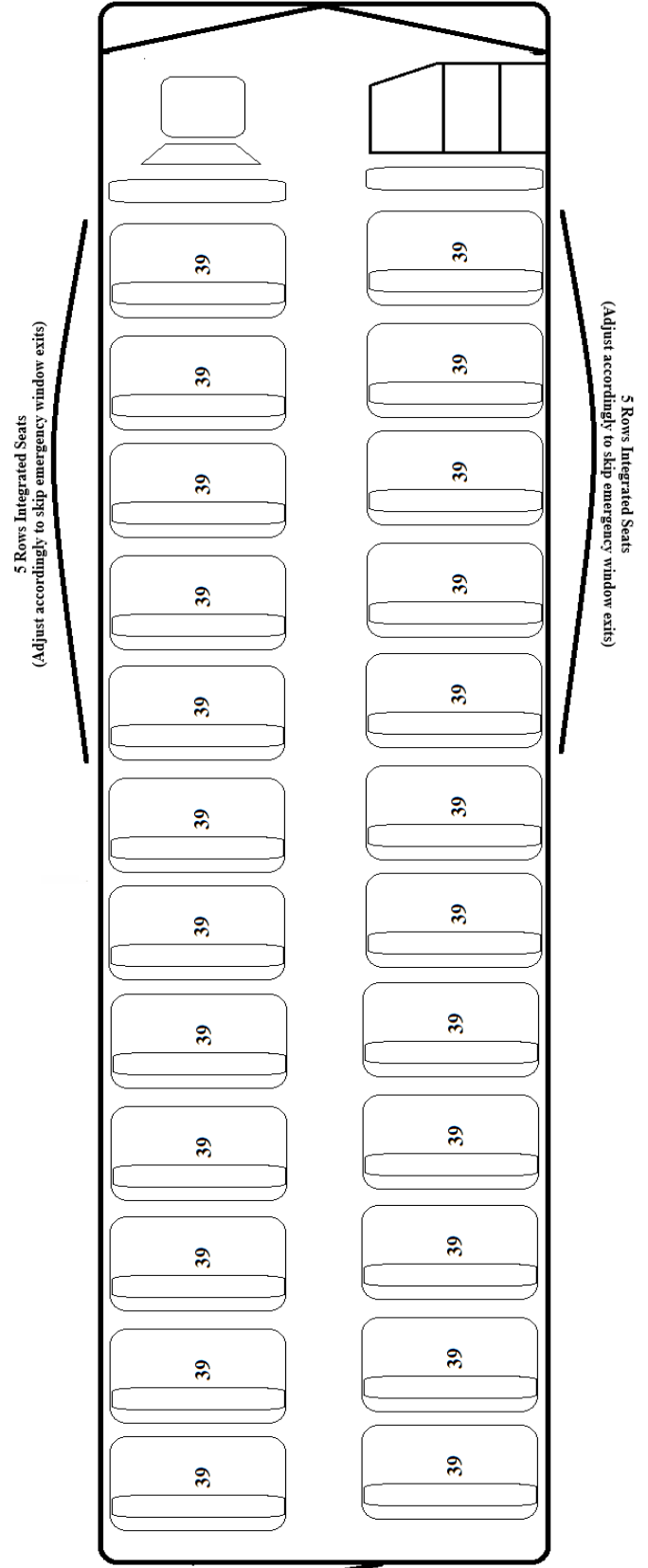


School District: DDOE
Unit # 60

Capacity: 72
Type: Type C
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Propane
Engine Location: Conventional
Air Condition: Yes
Lift: No
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 5
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 5

District Options

Option C (Tinted Glass)

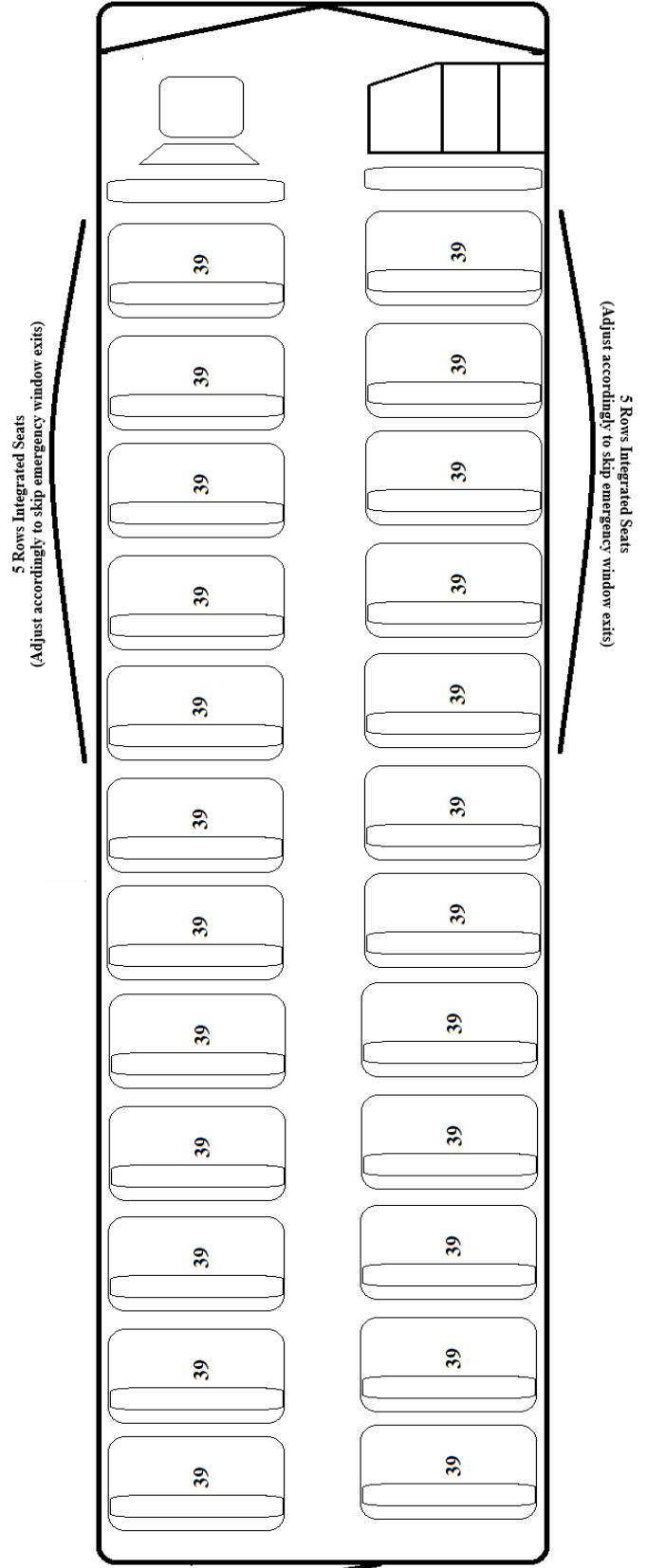


School District: DDOE
Unit # 61

Capacity: 72
Type: Type C
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Gasoline
Engine Location: Conventional
Air Condition: Yes
Lift: No
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 5
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 5

District Options

Option C (Tinted Glass)

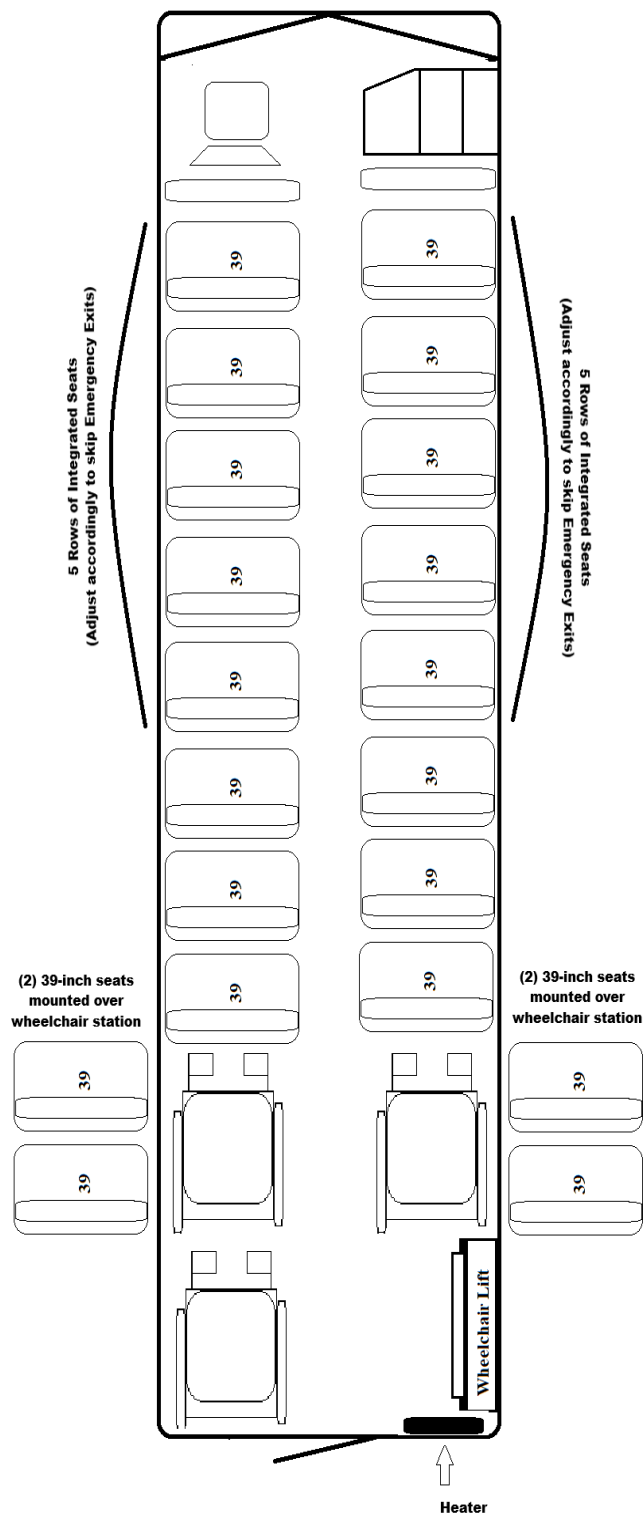


**School District: DDOE
Unit # 62**

Capacity: 72
Type: Type C
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Diesel
Engine Location: Conventional
Air Condition: Yes
Lift: Yes
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 5
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 5

District Options

Option B (Rear Air Ride)
Option C (Tinted Glass)

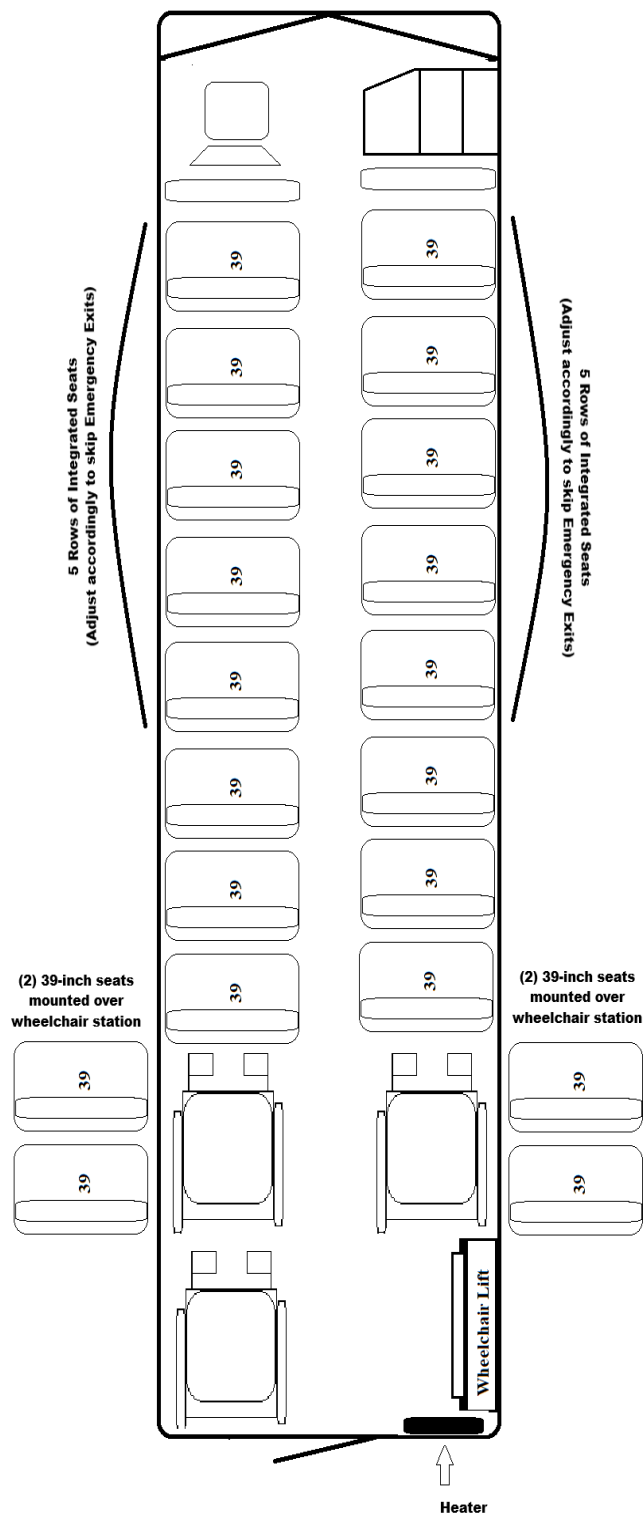


**School District: DDOE
Unit # 63**

Capacity: 72
Type: Type C
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Propane
Engine Location: Conventional
Air Condition: Yes
Lift: Yes
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 5
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 5

District Options

Option B (Rear Air Ride)
Option C (Tinted Glass)



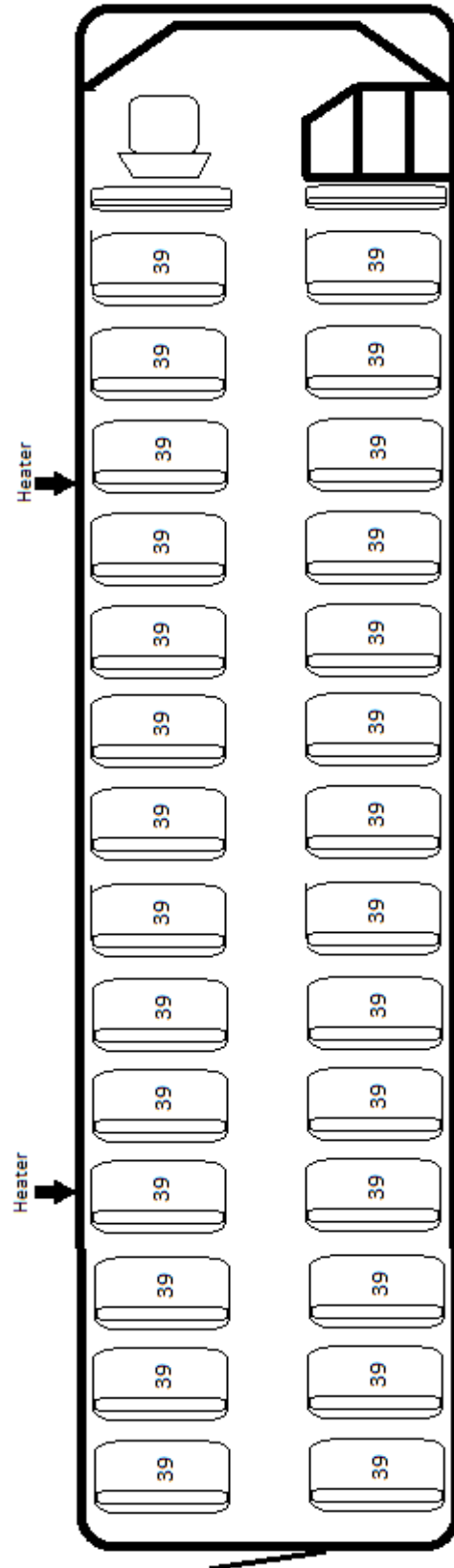
School District: DDOE
Unit # 64

Capacity: 84
Type: Type D
Education Type: Regular Education
Seatbelts: No
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Diesel
Engine Location: Front Engine
Air Condition: No
Lift: No
Integrated Seats: No
State Funded Rows of Integrated Seats: 0
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 0

District Options

Option A (Air Brakes)

Option G (Heavy Duty Brakes/Tires)



School District: DDOE
Unit # 65

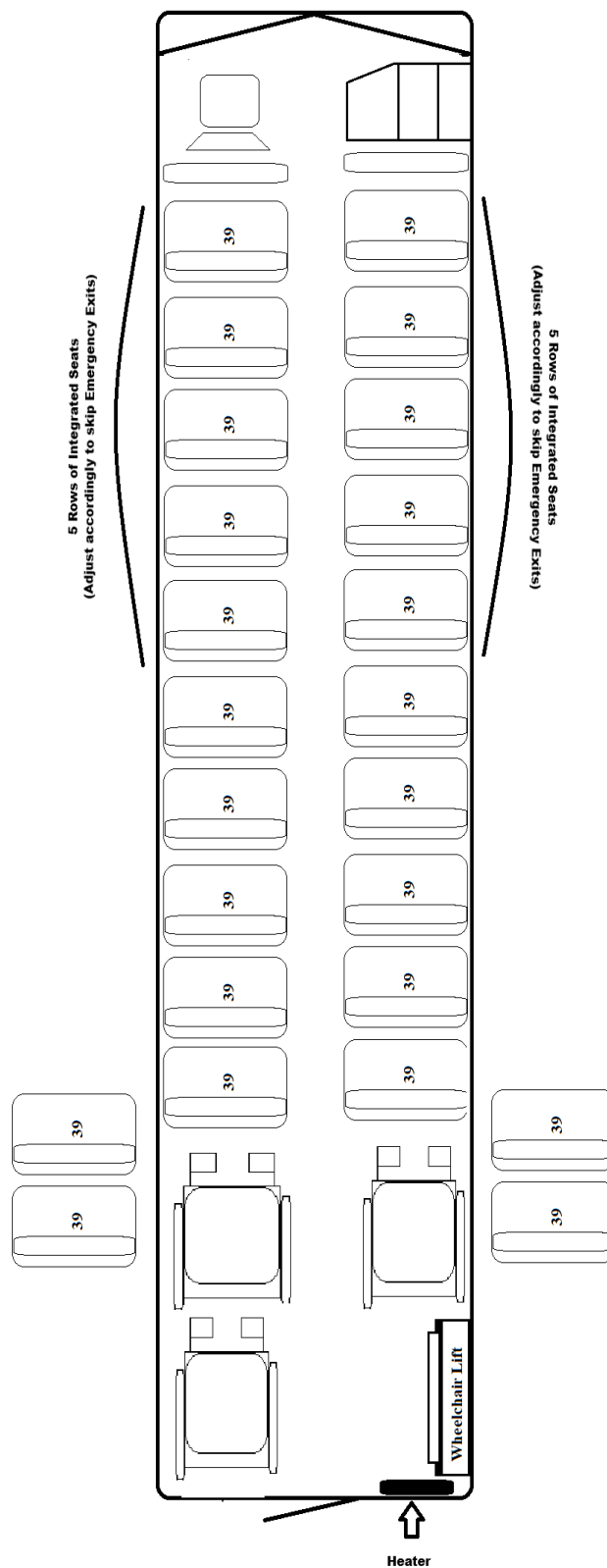
Capacity: 84
Type: Type D
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Diesel
Engine Location: Front Engine
Air Condition: Yes
Lift: Yes
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 5
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 5

District Options

Option A (Air Brakes)

Option C (Tinted Glass)

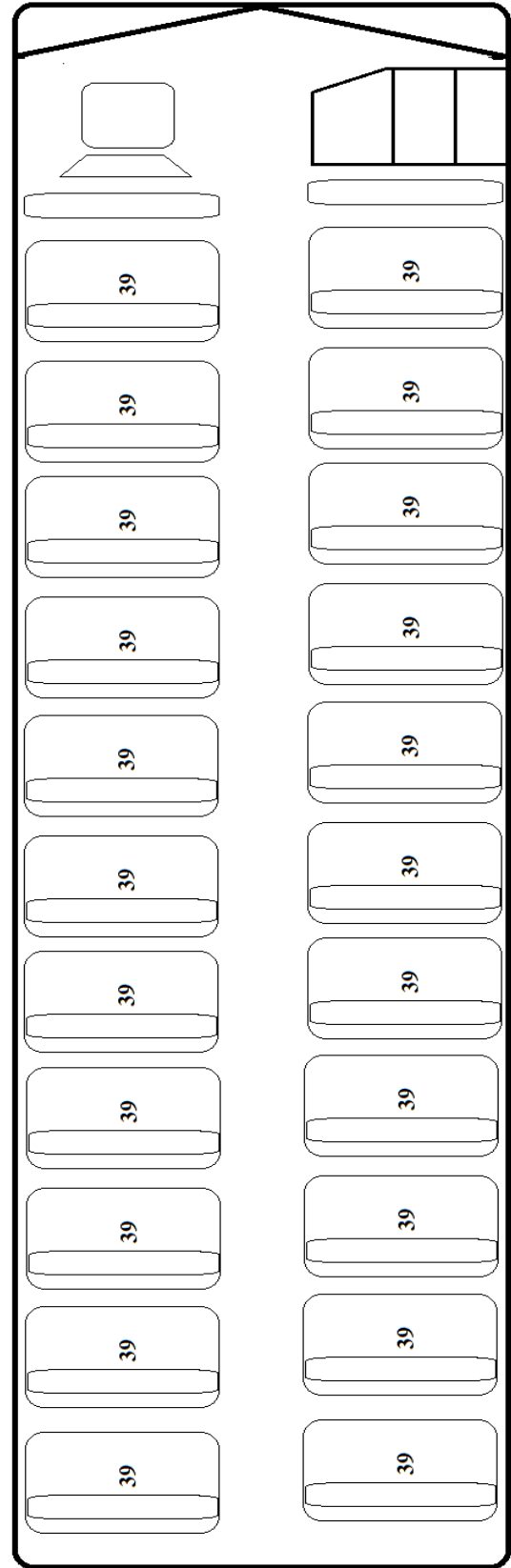
Option G (Heavy Duty Brakes/Tires)



School District: DDOE
Unit # 66

Capacity: 66
Type: Type C
Education Type: Regular Education
Seatbelts: No
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Diesel
Engine Location: Conventional
Air Condition: No
Lift: No
Integrated Seats: No
State Funded Rows of Integrated Seats: 0
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 0

District Options

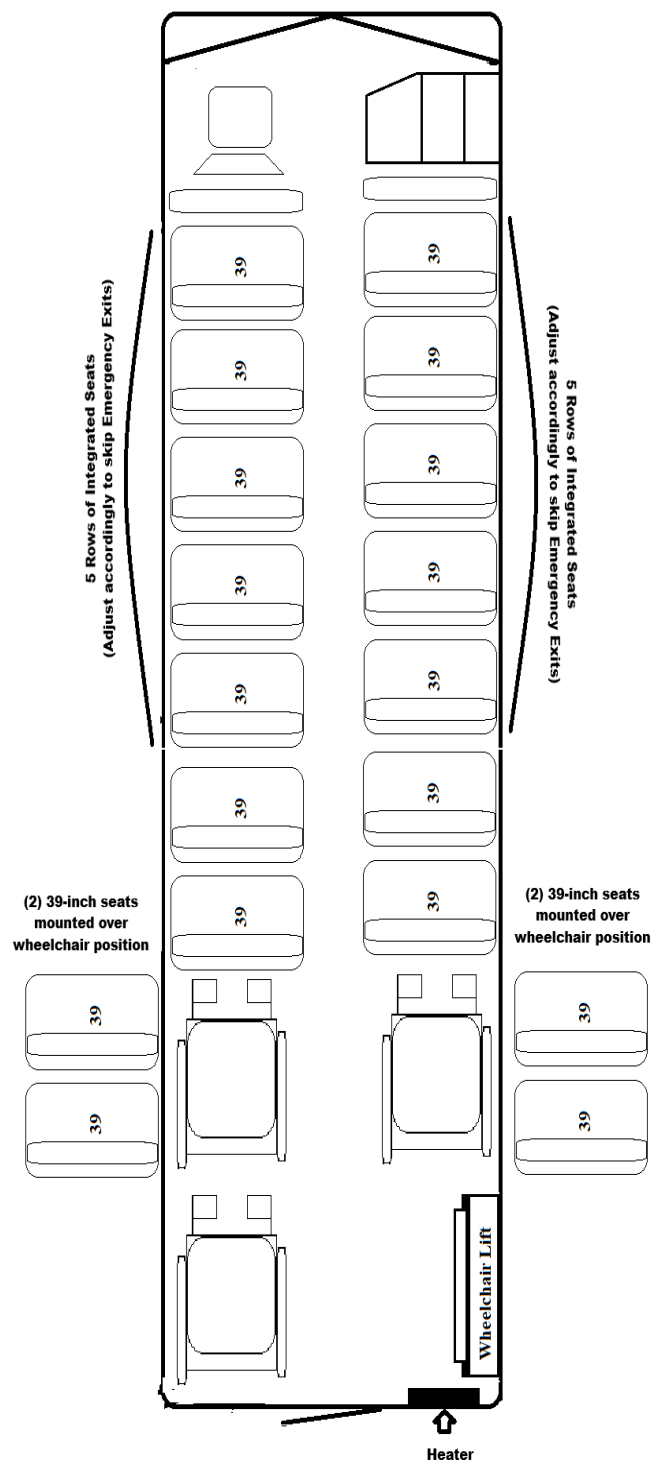


**School District: DDOE
Unit # 67**

Capacity: 66
Type: Type C
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Diesel
Engine Location: Conventional
Air Condition: Yes
Lift: Yes
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 5
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 5

District Options

Option B (Rear Air Ride)
Option C (Tinted Glass)

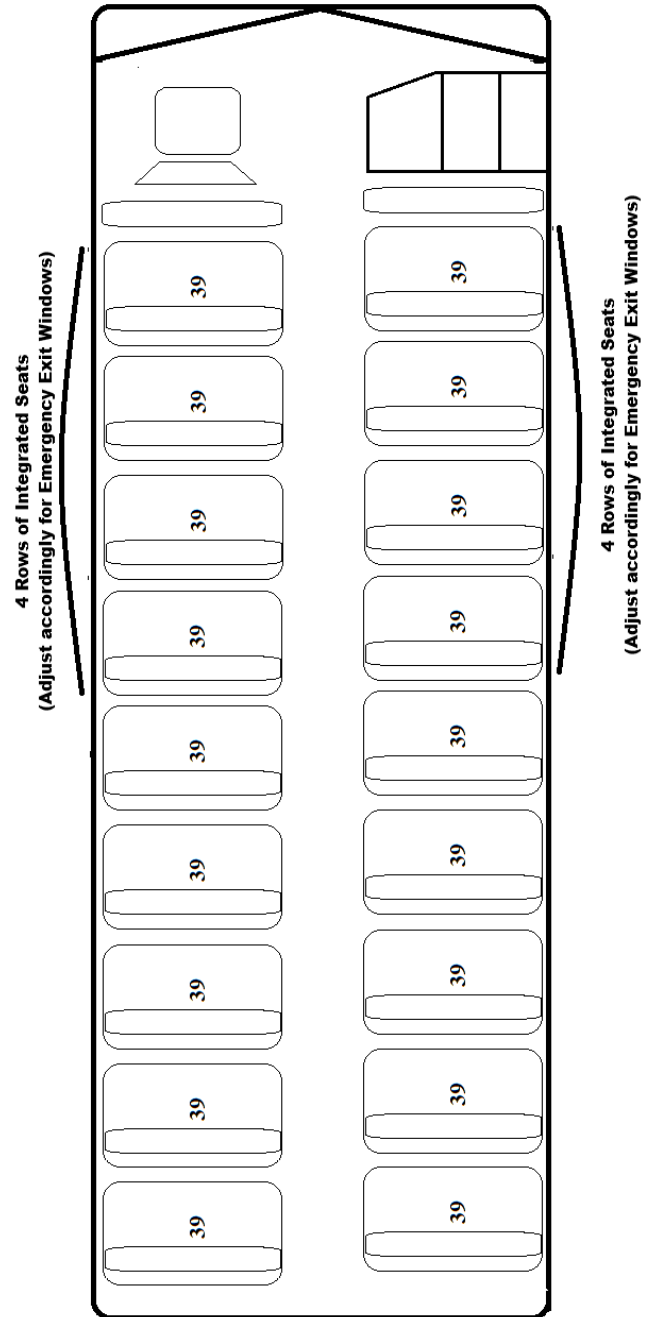


School District: DDOE
Unit # 68

Capacity: 54
Type: Type C
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Diesel
Engine Location: Conventional
Air Condition: Yes
Lift: No
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 4
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 4

District Options

Option C (Tinted Glass)

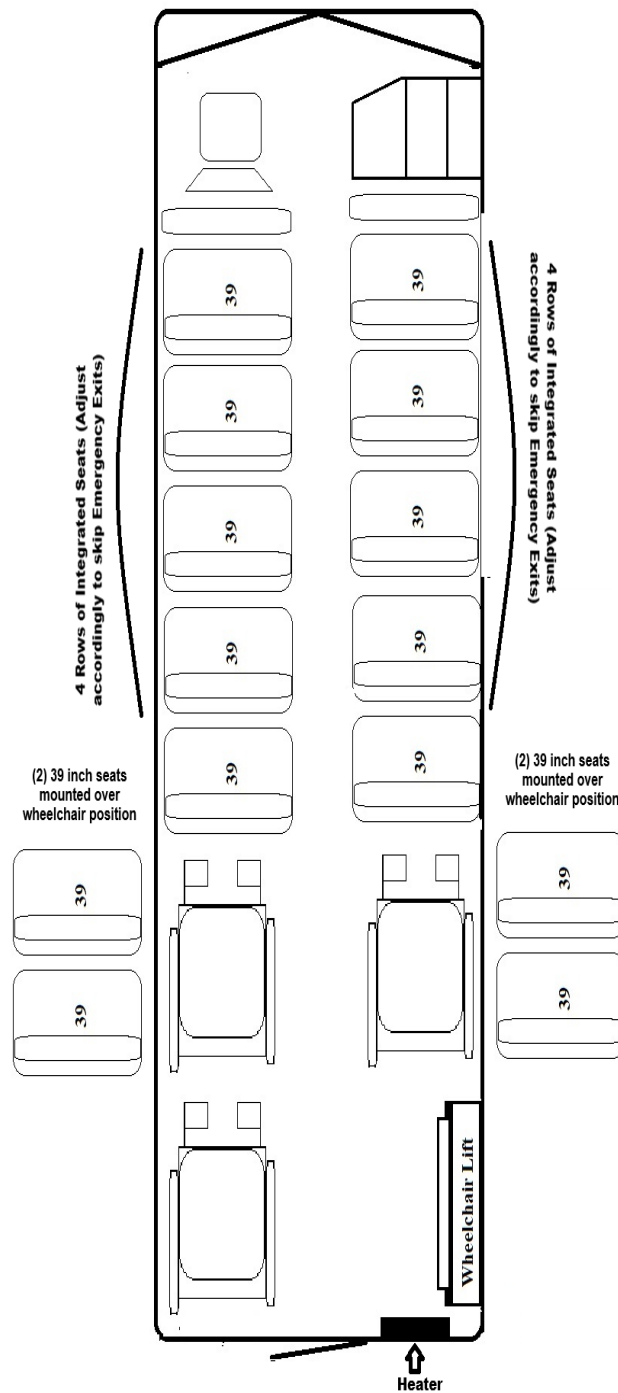


**School District: DDOE
Unit # 70**

Capacity: 54
Type: Type C
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Propane
Engine Location: Conventional
Air Condition: Yes
Lift: Yes
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 4
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 4

District Options

Option B (Rear Air Ride)
 Option C (Tinted Glass)

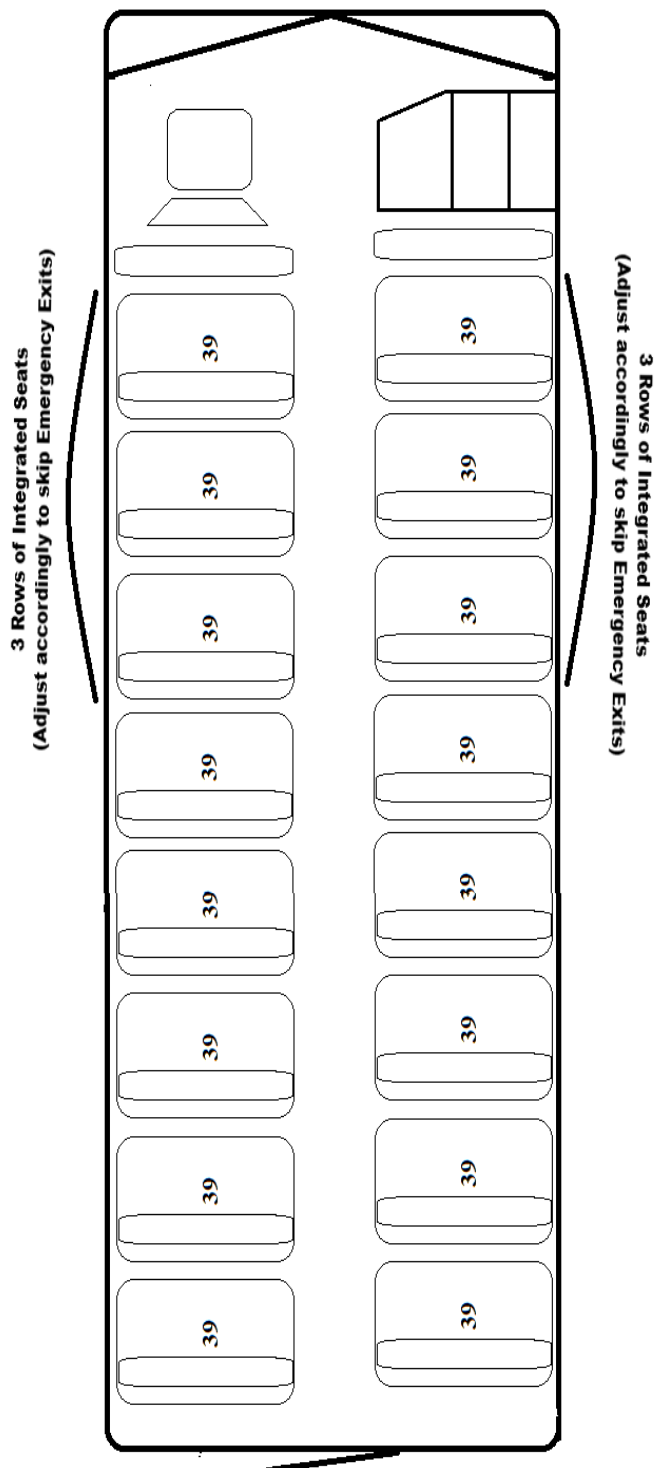


School District: DDOE
Unit # 71

Capacity: 48
Type: Type C
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Diesel
Engine Location: Conventional
Air Condition: Yes
Lift: No
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 3
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 3

District Options

Option C (Tinted Glass)

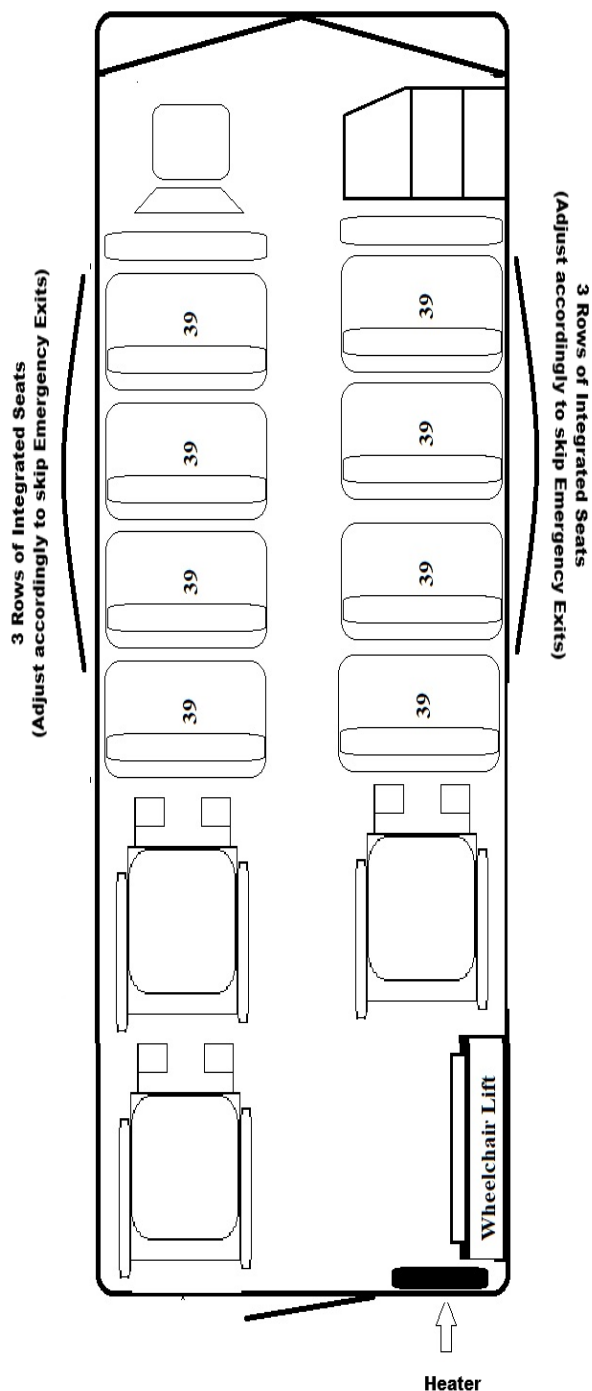


School District: DDOE
Unit # 72

Capacity: 48
Type: Type C
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Diesel
Engine Location: Conventional
Air Condition: Yes
Lift: Yes
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 3
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 3

District Options

Option B (Rear Air Ride)
Option C (Tinted Glass)

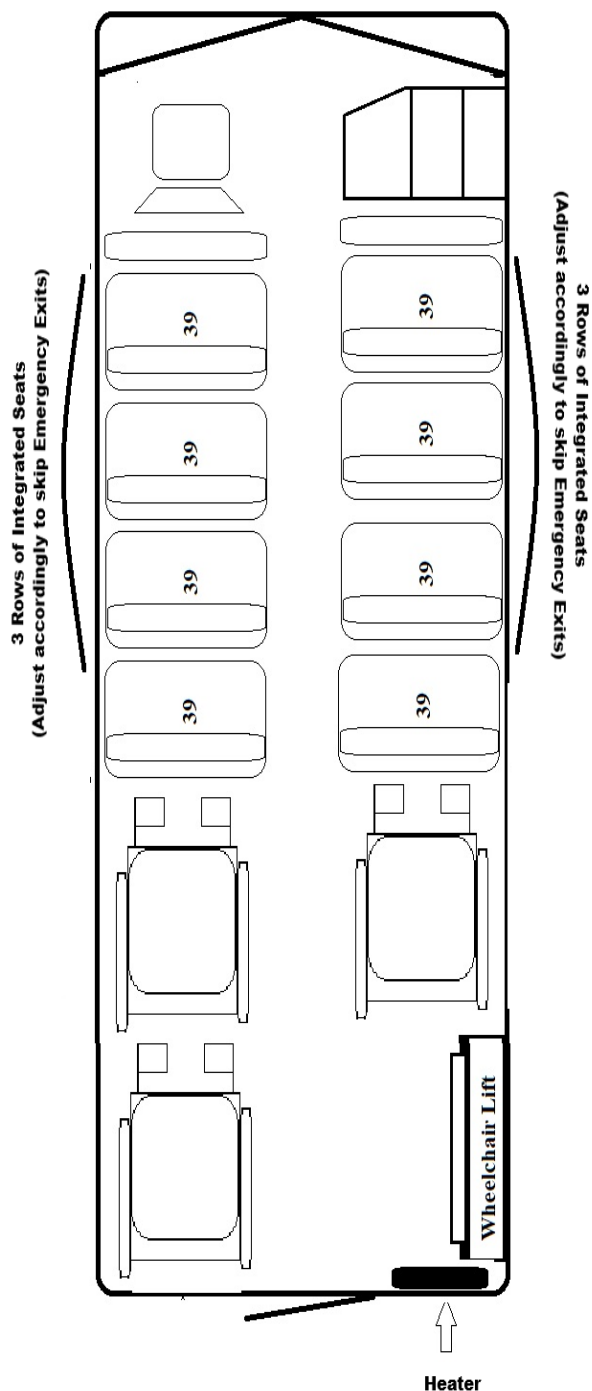


School District: DDOE
Unit # 73

Capacity: 48
Type: Type C
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Propane
Engine Location: Conventional
Air Condition: Yes
Lift: Yes
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 3
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 3

District Options

Option B (Rear Air Ride)
Option C (Tinted Glass)

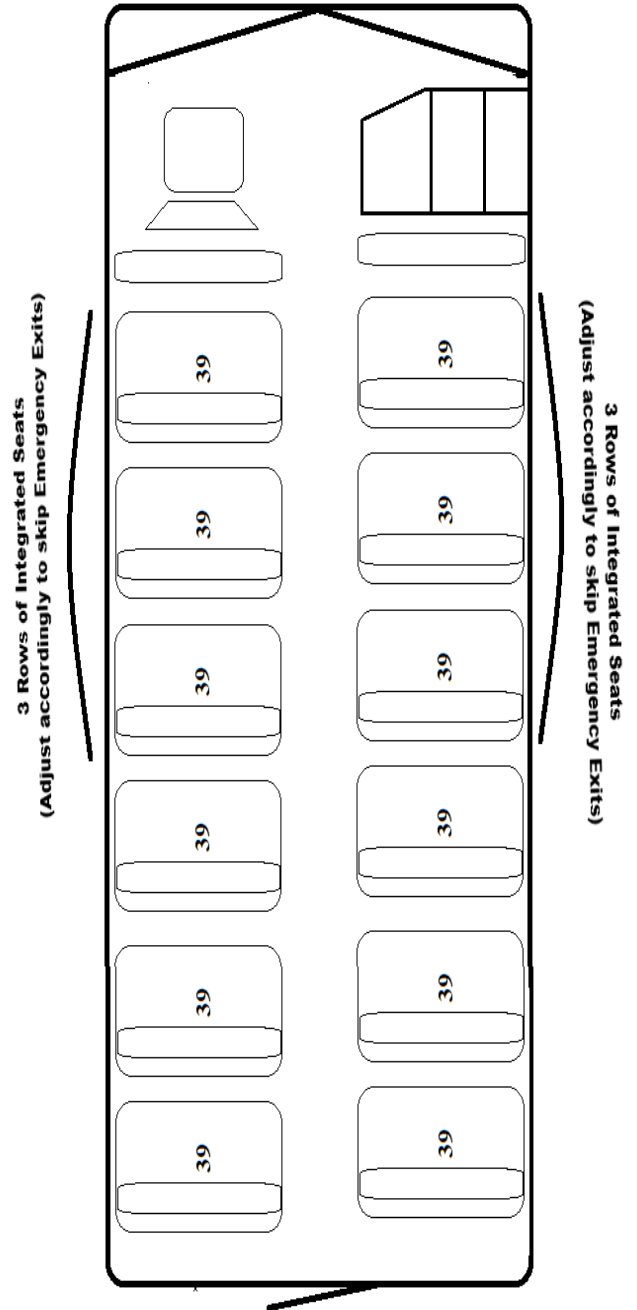


**School District: DDOE
Unit # 74**

Capacity: 36
Type: Type C
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Diesel
Engine Location: Conventional
Air Condition: Yes
Lift: No
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 3
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 3

District Options

Option C (Tinted Glass)

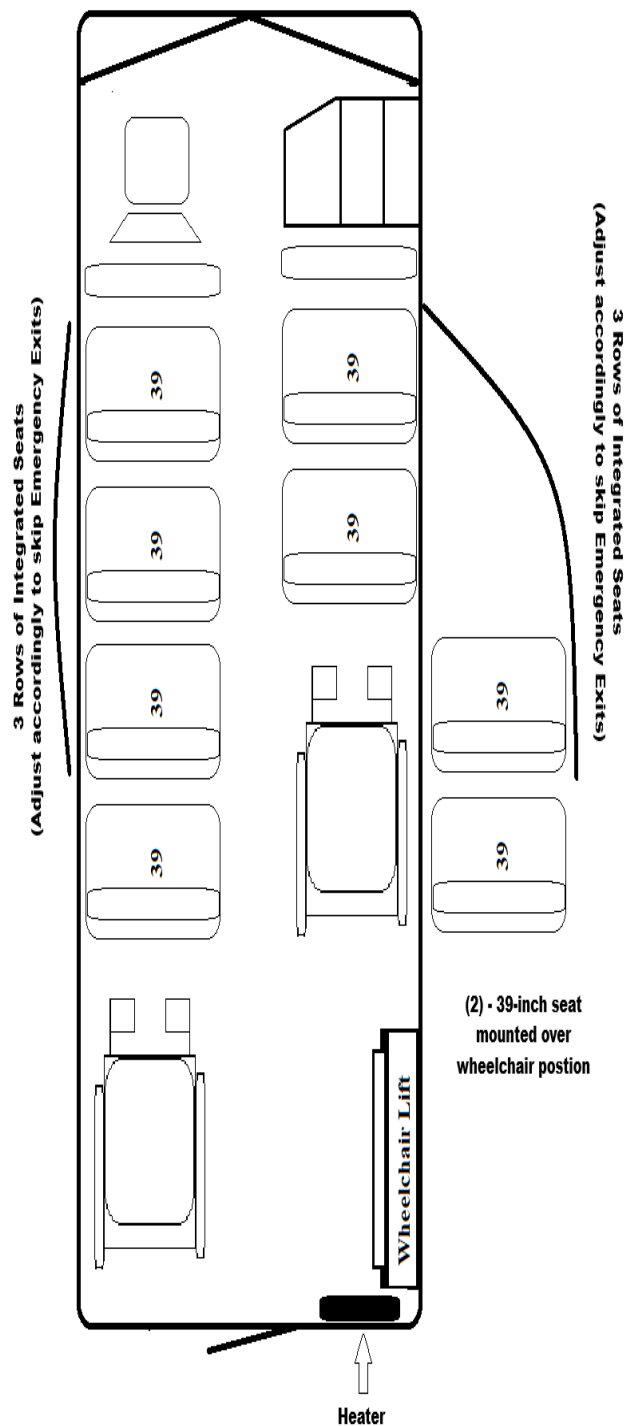


**School District: DDOE
Unit # 75**

Capacity: 36
Type: Type C
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Diesel
Engine Location: Conventional
Air Condition: Yes
Lift: Yes
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 3
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 3

District Options

Option B (Rear Air Ride)
Option C (Tinted Glass)

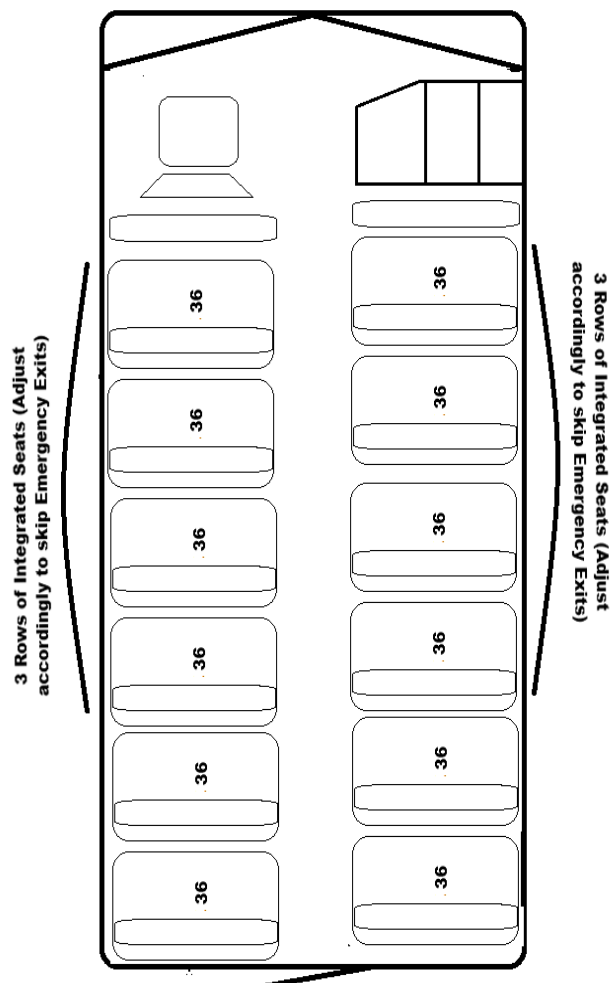


School District: DDOE
Unit # 76

Capacity: 24
Type: Type A
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Gasoline
Engine Location: Conventional
Air Condition: Yes
Lift: No
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 3
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 3

District Options

Option C (Tinted Glass)

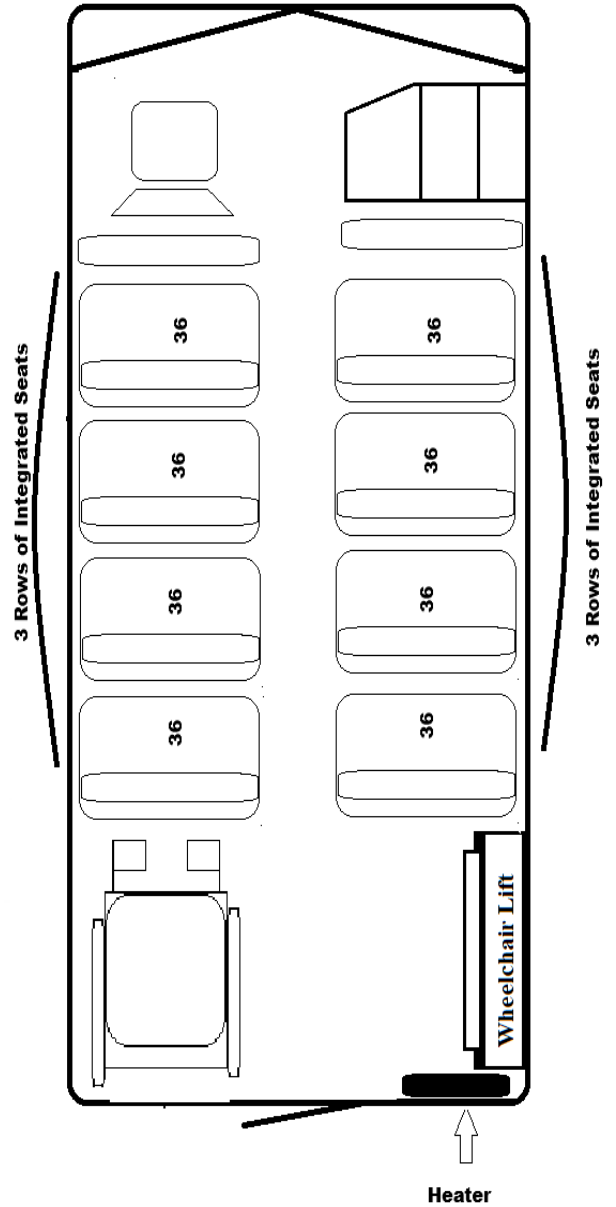


**School District: DDOE
Unit # 77**

Capacity: 24
Type: Type A
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Gasoline
Engine Location: Conventional
Air Condition: Yes
Lift: Yes
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 3
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 3

District Options

Option C (Tinted Glass)

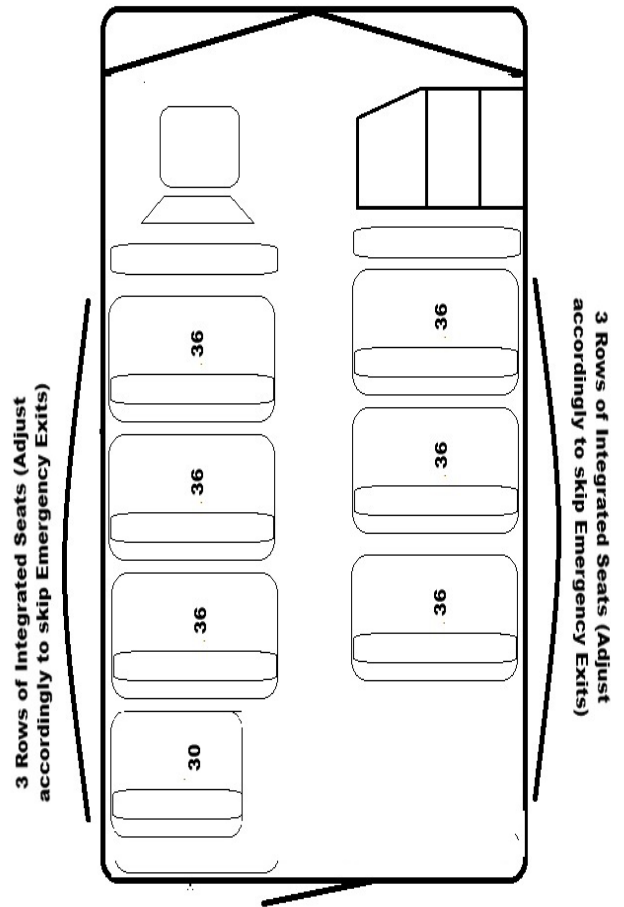


School District: DDOE
Unit # 78

Capacity: 14
Type: Type A
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Gasoline
Engine Location: Conventional
Air Condition: Yes
Lift: No
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 3
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 3

District Options

Option C (Tinted Glass)

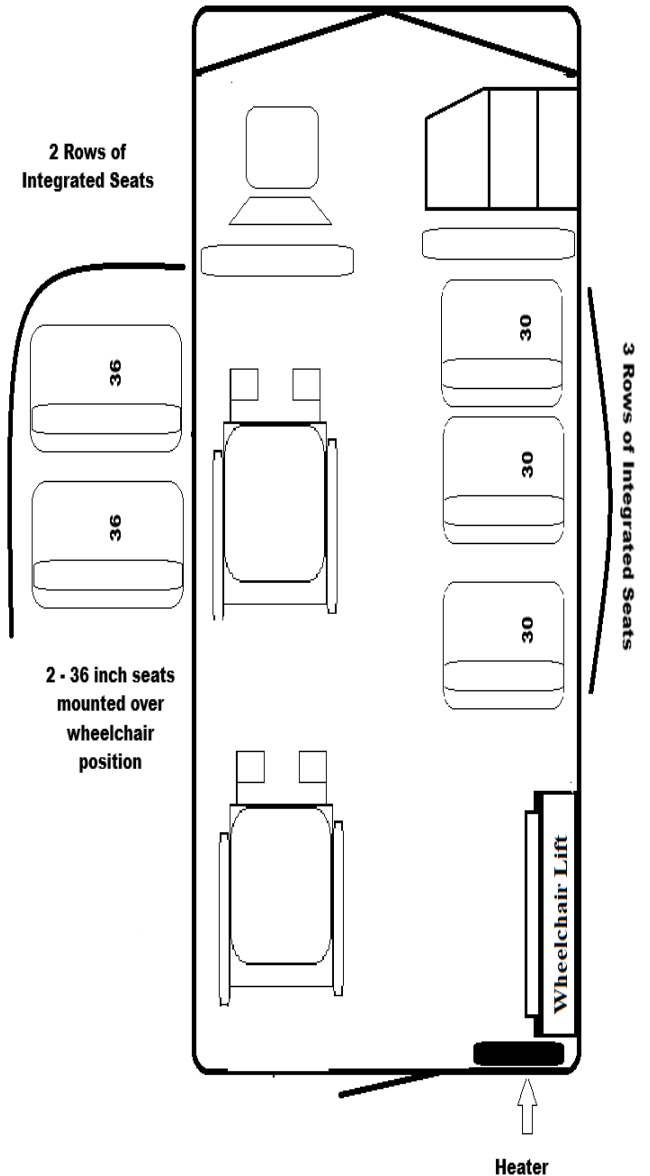


**School District: DDOE
Unit # 79**

Capacity: 14
Type: Type A
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Gasoline
Engine Location: Conventional
Air Condition: Yes
Lift: Yes
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 3
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 3

District Options

Option C (Tinted Glass)

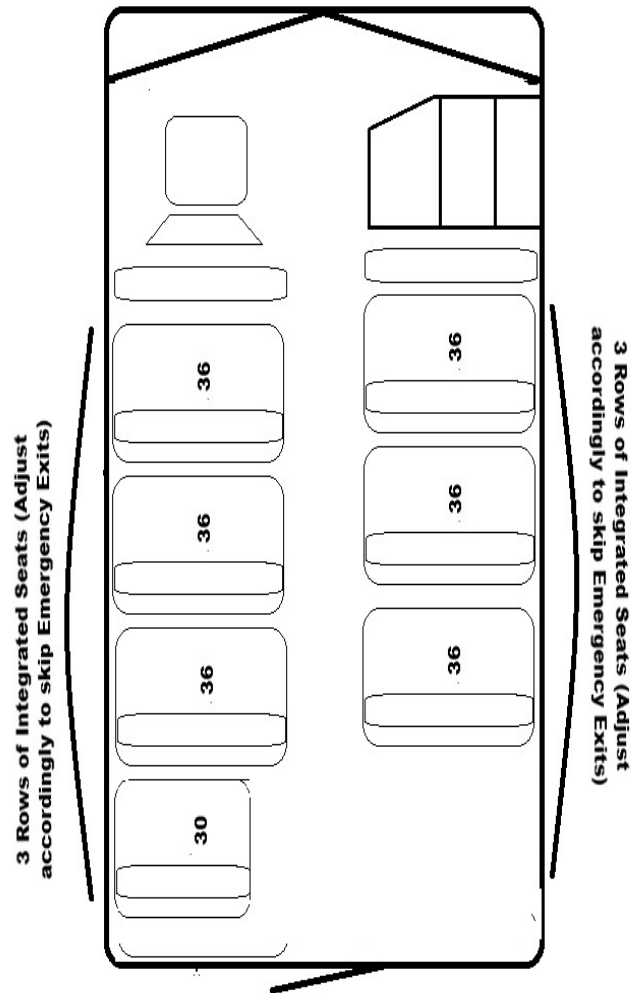


**School District: DDOE
Unit # 80**

Capacity: 14
Type: Type C
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Diesel
Engine Location: Conventional
Air Condition: Yes
Lift: No
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 3
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 3

District Options

Option C (Tinted Glass)

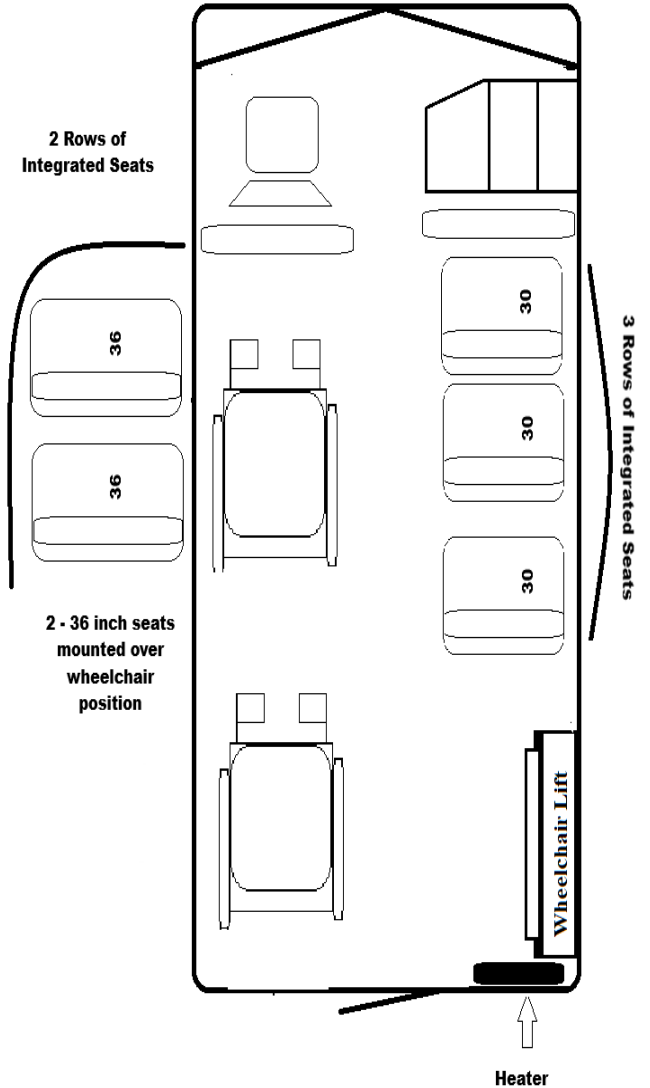


School District: DDOE
Unit # 81

Capacity: 14
Type: Type C
Education Type: Special Education
Seatbelts: Yes
Optional Latch: No
Wheelbase: Regular Wheelbase
Fuel Type: Diesel
Engine Location: Conventional
Air Condition: Yes
Lift: Yes
Integrated Seats: Yes
State Funded Rows of Integrated Seats: 3
District Funded Rows of Integrated Seats: 0
Total Number of Rows of Integrated Seats: 3

District Options

Option C (Tinted Glass)



Appendix D

1106 Proposed School Transportation Specifications

1106 Standards for School Buses Placed in Production on or after January 1, 2027

1.0 Purpose

This regulation establishes standards for the equipment, production, and safety features of school buses placed in production on or after January 1, 2027. The standards are based in part on the National School Transportation Specifications and Procedures, 2025 (NSTSP).

2.0 Definitions

The following words and terms, when used in this regulation, have the following meaning:

“Child safety restraint system” or **“CSRS”** means a device, except a passenger system lap belt or lap and shoulder seatbelt, designed for use in a motor vehicle to restrain, seat, or position a child who weighs less than 50 pounds.

“Multifunction school activity bus” or **“MFSAB”** means a school bus whose purposes do not include transporting students to and from home or school bus stops.

“Type A school bus” means a conversion or bus constructed using a cutaway front-section vehicle with a left-side driver’s door. A Type A-1 school bus has a gross vehicle weight rating or GVWR of 14,500 pounds or less. A Type A-2 school bus has a GVWR greater than 14,500 pounds but not greater than 21,500 pounds.

3.0 Bus Body and Chassis Standards

3.1 Air Cleaner for Internal Combustion Engines

3.1.1 The chassis manufacturer must provide a dry-element air cleaner on each bus with an internal combustion engine.

3.1.2 The chassis manufacturer must equip each diesel engine air filter with a latch-type restriction indicator that retains the maximum restriction developed during engine operation and has a reset control that returns the indicator to zero.

3.2 Aisle

3.2.1 The body manufacturer must provide a minimum 12-inch-wide aisle to each emergency exit door. A barrier, seat, wheelchair, or tie-down may not obstruct the aisle. The track of a track seating system is exempt from this requirement.

3.2.2 The body manufacturer must angle the seat backs sufficiently to provide 12 inches of aisle clearance at the top of the seat backs.

3.3 Auxiliary Fans

3.3.1 Each bus must have at least 1 auxiliary fan installed in a location that allows adjustment for maximum effectiveness and does not obstruct the driver’s view of the mirrors or interfere with the safe operation of the bus.

3.3.2 Each auxiliary fan must have a nominal diameter of 6 inches.

3.3.3 The fan blades must be enclosed in a protective cage, and each fan must have a separate control switch.

3.4 Axles

3.4.1 The front and rear axle and suspension systems must have a gross axle weight rating (GAWR) at ground commensurate with the respective front and rear loads of the bus when loaded to its rated passenger capacity.

3.4.2 A bus with a rated capacity of at least 54 passengers or greater must have a front axle with a minimum GAWR of 10,000 pounds.

3.5 Back-Up Warning Alarm and Back-Up Camera

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- 3.5.1 Each bus must have an automatic audible back-up alarm installed behind the rear axle. The alarm must comply with *SAE International Recommended Practice J994b, Performance, Test, and Application Criteria for Electrically Operated Backup Alarm Devices, May 1974*, and must either provide a minimum sound level of 112 dBA or have a variable-volume feature that adjusts the sound level from 87 dBA through 112 dBA while remaining at least 5 dBA above the ambient noise level.
- 3.5.2 A bus may have a back-up camera to provide a view of the area of restricted visibility behind the bus. If installed:
 - 3.5.2.1 The back-up camera must activate only when the bus is in reverse.
 - 3.5.2.2 The back-up camera monitor may be integrated into the interior rearview mirror or dashboard.
- 3.6 Brakes, General
 - 3.6.1 The chassis brake system must conform to Federal Motor Vehicle Safety Standard (FMVSS) Nos. 105, Hydraulic and Electric Brake Systems, 106, Brake Hoses, and 121, Air Brake Systems, as applicable. Each bus must have either a parking pawl in the transmission or a parking-brake interlock that requires application of the service brake before release of the parking brake.
 - 3.6.2 The anti-lock brake system (ABS), provided in accordance with FMVSS No. 105, Hydraulic and Electric Brake Systems, or No. 121, Air Brake Systems, must have wheel-speed sensors for each front wheel and each wheel on at least 1 rear axle. The ABS must provide anti-lock braking performance for each wheel equipped with a sensor as a four-channel system.
 - 3.6.3 Each Type A, C, and D bus must include an electronic stability control system as defined in Appendix A of the NSTSP.
 - 3.6.4 Each brake system must permit visual inspection of brake-lining wear without removal of any chassis component.
 - 3.6.5 The brake lines, booster-assist lines, and control cables must be protected from excessive heat, vibration, and corrosion and installed in a manner that prevents chafing.
 - 3.6.6 The parking brake system for an air or hydraulic service brake system may have a power-assisted design. If the system has a power parking-brake actuator, the actuator must be located on the instrument panel within reach of a seated fifth-percentile female driver. The parking brake may be set by placing the automatic-transmission shift control in the "park" position.
 - 3.6.7 A power-operated parking brake system may be interlocked with the engine key switch. After the parking brake is set and the ignition switch is turned to the "off" position, the parking brake may not be released until the key switch is returned to the "on" position.
- 3.7 Brakes, Hydraulic: A bus equipped with hydraulic-assist brakes must comply with FMVSS No. 105, Hydraulic and Electric Brake Systems.
- 3.8 Brakes, Air
 - 3.8.1 The air-pressure supply system must have a desiccant-type air dryer installed according to the manufacturer's recommendations. The air-pressure storage-tank system may have an automatic drain valve.
 - 3.8.2 The chassis manufacturer must provide an accessory outlet for air-operated systems installed by the body manufacturer. The outlet must include a pressure-protection valve that prevents loss of air pressure in the service-brake reservoir.
 - 3.8.3 Each air-brake system must have an air-pressure gauge in the instrument panel that allows the driver to perform the Commercial Driver's License (CDL) pre-trip inspection requirements.
 - 3.8.4 Each air-brake system must have an anti-compounding system for the service brakes and parking brakes.
 - 3.8.5 Each bus with air brakes must have a visible warning device and an audible warning device that activate whenever the air pressure falls below the warning level required by FMVSS No. 121, Air Brake Systems.
- 3.9 Bumper, Front
 - 3.9.1 A school bus must have a heavy-duty front bumper.
 - 3.9.2 The front bumper on a Type A-2 bus with a gross vehicle weight rating (GVWR) greater than 14,500 pounds or on a Type B, Type C, or Type D bus must be equivalent in strength and durability to

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pressed-steel channel at least 3/16 inch thick and at least 8 inches wide (high). The front bumper must extend beyond the forwardmost part of the body, grille, hood, and fenders and to the outer edges of the fenders at the bumper's top line.

- 3.9.3 A Type A bus with a GVWR of 14,500 pounds or less may have an OEM-supplied front bumper. The front bumper must have sufficient strength to permit the bus to be pushed by another vehicle on a smooth surface with a 5-degree (8.7%) grade without permanent distortion. The contact point on the front bumper should be between the frame rails and provide the widest contact area possible. If the front bumper is used for lifting, the contact points must be under the bumper attachments to the frame-rail brackets unless the manufacturer specifies different lifting points in the owner's manual. Contact and lifting pressures should be applied simultaneously at both lifting points.

- 3.9.4 The front bumper, except for breakaway bumper ends, must have sufficient strength to permit the bus to push a vehicle of equal gross vehicle weight, as specified in subsections 3.9.2 and 3.9.3, without permanent distortion to the bumper, chassis, or body.

- 3.9.5 The bumper must be designed or reinforced so that it does not deform when the bus is lifted by a chain passed under the bumper, or through the bumper if holes are provided for that purpose, and attached to both tow hooks or both tow eyes. To meet this requirement, the bus must be empty and positioned on a level, hard surface, and both tow hooks or both tow eyes must share the load equally.

3.10 Bumper, Rear

- 3.10.1 The rear bumper on a Type A-1 bus must be a minimum of 8 inches wide (high). The rear bumper on a Type A-2, Type B, Type C, or Type D bus must be a minimum of 9½ inches wide (high). The rear bumper must have sufficient strength to permit the bus to be pushed by another vehicle of similar size and lifted by the bumper without permanent distortion.

- 3.10.2 The rear bumper must wrap around the back corners of the bus. The rear bumper must extend forward at least 12 inches, measured from the rearmost point of the body at the floor line, and must be mounted flush with the sides of the body or protected with an end panel.

- 3.10.3 The rear bumper must be attached to the chassis frame so that it can be removed. The rear bumper must be braced to resist deformation resulting from an impact from the rear or side and designed to discourage an individual from hitching a ride.

- 3.10.4 The rear bumper must extend at least 1 inch beyond the rearmost part of the body surface, measured at the floor line.

- 3.10.5 The bottom of the rear bumper may not be more than 30 inches above ground level.

- 3.11 Certification: Upon request by the Delaware Department of Education, the chassis manufacturer and body manufacturer must certify that its product meets the State's minimum standards for items not covered by the Federal Motor Vehicle Safety Standards (FMVSS) certification requirements in 49 CFR Part 567.

3.12 Color

- 3.12.1 The chassis and front bumper must be black. The school bus body, body cowl, hood, and fenders must be National School Bus Yellow (NSBY). The flat top surface of the hood may be painted nonreflective NSBY. The NSBY color must comply with the National School Bus Yellow Standard in Appendix B of the NSTSP.

- 3.12.2 The wheels must be black or aluminum.

- 3.12.3 A bus may have wheel covers. Hub covers and lug-nut covers may not have a pointed style.

- 3.12.4 A bus must have mud flaps. The mud flaps must be black but may display a manufacturer's or company's logo or name in white or yellow.

- 3.12.5 The body exterior paint trim, bumper, lamp hoods, rub rails, emergency-door arrow, and lettering must be black, consistent with Appendix B of the NSTSP. Outside-mirror supports must be black or stainless steel.

- 3.12.6 Except for the front and rear roof caps, which must be NSBY, the roof of the bus may be painted white. The white roof must terminate no lower than 6 inches above the drip rail.

- 3.13 Communications Systems: The school district, school, or contractor must equip each bus with a telephone communication device or a two-way radio other than a citizens band (CB) radio.

3.14 Construction

- 3.14.1 Side Intrusion Test:

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- 3.14.1.1 The bus body must withstand an intrusion force equal to the curb weight of the vehicle or 20,000 pounds, whichever is less. Each vehicle must meet this requirement when tested according to the procedures specified in subsections 3.14.1.2 through 3.14.1.4.
- 3.14.1.2 The complete body structure, or a representative seven-body-section mock-up with seats installed, must be load-tested at a location 24 ± 2 inches above the floor line using a cylinder that is a maximum of 10 inches in diameter, 48 inches long, and mounted in a horizontal plane.
- 3.14.1.3 The cylinder must be placed as close as practical to the midpoint of the tested structure and span 2 internal vertical structural members. The cylinder must be statically loaded to the required force of the curb weight or 20,000 pounds, whichever is less, in a horizontal plane, with the load applied from the exterior toward the interior of the test structure. When the minimum load has been applied, the loading cylinder must not penetrate the passenger compartment more than 10 inches from its original point of contact. Lapped panels and construction joints may not separate. Punctures, tears, or breaks in the external panels are acceptable, but may not occur in any adjacent interior panel.
- 3.14.1.4 Each body manufacturer must certify compliance with the side-intrusion requirement and provide the test results upon request.
- 3.14.2 The bus construction must be reasonably dustproof and watertight.
- 3.15 Crossing Control Arm
 - 3.15.1 A bus must have a crossing control arm mounted on the right side of the front bumper. When extended, the crossing control arm must extend in a line parallel to the side of the bus body and align with the right front wheel.
 - 3.15.2 All crossing-control-arm components and connections must be weatherproof.
 - 3.15.3 The crossing control arm must incorporate system connectors for electrical, vacuum, or air systems at the gate and must be easily removable to allow the bus to be towed.
 - 3.15.4 The crossing control arm must be constructed of noncorrodible or nonferrous material or treated according to the body sheet-metal requirements in subsection 3.41, Metal Treatment.
 - 3.15.5 The crossing control arm may not have a sharp edge or projection that could injure or pose a hazard to a student. The end of the crossing control arm must be rounded.
 - 3.15.6 When extended, the crossing control arm must extend a minimum of 70 inches, measured from the bumper at the arm-assembly attachment point. When stowed, the crossing control arm may not extend past the end of the front bumper.
 - 3.15.7 The crossing control arm must extend simultaneously with all installed stop signal arms when activated by the stop signal arm controls.
 - 3.15.8 An automatic recycling interrupt switch may not be installed to temporarily disable the crossing control arm.
 - 3.15.9 The crossing-control-arm assembly must include a device attached to the bumper near the end of the arm that automatically retains the arm in the stowed position. The device may not interfere with the normal operation of the crossing control arm.
- 3.16 Defrosters
 - 3.16.1 Defrosting and defogging equipment must direct a sufficient flow of heated air onto the windshield, the window to the left of the driver, and the glass in the viewing area directly to the right of the driver to eliminate frost, fog, and snow. This requirement does not apply to the exterior surfaces of double-pane storm windows.
 - 3.16.2 The defrosting system must conform to SAE J381_202502, Windshield Defrosting Systems Test Procedure and Performance Requirements—Trucks, Buses, and Multipurpose Vehicles.
 - 3.16.3 The defroster and defogging system must provide heated outside ambient air, except that the part of the system providing additional air to the windshield, entrance door, and stepwell may use recirculated air.
 - 3.16.4 Auxiliary fans do not constitute defrosting or defogging systems.
 - 3.16.5 Portable heaters may not be used.
- 3.17 Doors

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- 3.17.1 The entrance door must be under the driver's control, designed for easy release, and equipped with a positive latching device on manually operated doors to prevent accidental opening. When a hand lever is used, no part of the operating mechanism may come together in a manner that could shear or crush fingers. Manual door controls must not require more than 25 pounds of force to operate at any point throughout the range of operation when tested on a 10-percent grade, both uphill and downhill.
- 3.17.2 The primary entrance door must be located on the right side of the bus, opposite and within direct view of the driver.
- 3.17.3 The entrance door must have a minimum horizontal opening of 24 inches and a minimum vertical opening of 68 inches.
- 3.17.4 The entrance door must be a split-type door and open outward.
- 3.17.5 All entrance-door glass must be approved safety glass. The bottom of each lower glass panel may not be more than 10 inches above the top surface of the bottom step. The top of each upper glass panel, when viewed from the interior, may not be more than 3 inches below the interior door-control cover or header pad.
- 3.17.6 The vertical closing edges of the entrance door must be equipped with flexible material.
- 3.17.7 Each door opening must have padding along the top edge. The padding must be at least 3 inches wide and 1 inch thick and extend across the full width of the door opening.
- 3.17.8 On a power-operated entrance door, the actuation switch must be located on or to the right of the steering wheel within reach of a seated 5th-percentile adult female driver or integrated into the steering wheel.
- 3.17.9 On a power-operated entrance door, the emergency release valve, switch, or other device used to release the entrance door must be located in the passenger entrance and exit area, be easily accessible to students of all ages, and be clearly labeled. The emergency release valve, switch, or device must operate in the absence of power.
- 3.18 Driveshaft: The driveshaft must be protected by one or more metal guards around its circumference to reduce the possibility that the driveshaft could whip through the floor or drop to the ground if it breaks.
- 3.19 Electrical System
 - 3.19.1 Low-Voltage Battery
 - 3.19.1.1 The low-voltage storage batteries must have a minimum cold-cranking-capacity rating equal to the cranking current required for 30 seconds at 0°F and a minimum reserve-capacity rating of 120 minutes at 25 amps. Higher capacities may be required depending on optional equipment and local environmental conditions.
 - 3.19.1.2 The manufacturer must securely attach the low-voltage batteries to a slide-out or swing-out tray in a closed, vented compartment in the body skirt, chassis frame, or engine compartment so that the batteries are conveniently serviceable from outside the bus. When stored, the tray must be retained by a securing mechanism capable of holding the tray and batteries in position when subjected to a 5g load from any direction. If the battery-compartment door or cover is separate from the tray, it must be hinged at the front or top and secured by a positively operated latching system or other fastener. The door may be an integral part of the battery slide tray. The door or cover must fit tightly against the body and may not present a sharp edge or snagging point. Battery cables must meet SAE requirements and be long enough to allow the battery tray to extend fully. On a Type A bus, any chassis-frame-mounted batteries must be relocated to a battery compartment.
 - 3.19.1.3 All low-voltage batteries must be secured in a sliding tray or accessible service tray. On a van-conversion or cutaway front-section chassis, the batteries may instead be secured according to the manufacturer's standard configuration. In that configuration, the chassis and body manufacturers must mutually agree upon the final battery location and appropriate cable lengths. The battery cable provided with the chassis must have sufficient length to allow slack and must be of sufficient gauge to carry the required amperage.
 - 3.19.1.4 A bus with an internal-combustion engine may have a low-voltage battery shutoff switch. The switch must be located where it is not readily accessible to the driver or passengers.

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- 3.19.2 High-Voltage Battery
 - 3.19.2.1 High-voltage battery assemblies must be protected according to applicable federal requirements.
 - 3.19.2.2 High-voltage battery assemblies must have a main-service disconnect that isolates the batteries and prevents high voltage outside the battery pack.
 - 3.19.2.3 A bus with a high-voltage battery-electric powertrain must have a low-voltage battery shutoff switch. The switch must be located where it is not readily accessible to the driver or passengers.
- 3.19.3 Alternator for Internal-Combustion Engines
 - 3.19.3.1 A Type A-2 or Type B bus with a GVWR of 15,000 pounds or less must have an alternator rated at a minimum of 130 amps. A bus equipped with an electrically powered wheelchair lift, air conditioning, or both must have the highest-rated alternator available from the chassis original equipment manufacturer.
 - 3.19.3.2 A bus with a GVWR greater than 15,000 pounds must have a heavy-duty truck- or bus-type alternator with a minimum output rating of 200 amps. The alternator must produce a minimum current output equal to 50% of its rating at engine idle speed.
 - 3.19.3.3 A bus other than one described in subsection 3.19.3.1 that is equipped with an electrically powered wheelchair lift, air conditioning, or both must have a minimum alternator output of 240 amps. The bus may have a device that advances the engine idle speed when the voltage drops to or below a preset level.
 - 3.19.3.4 A belt-driven alternator must be capable of operating at its rated capacity without a detrimental effect on another driven component.
 - 3.19.3.5 A direct- or gear-driven alternator may be used instead of a belt-driven alternator.
- 3.19.4 Electrical Components: Materials in electrical components may not contain mercury.
- 3.19.5 Chassis Wiring
 - 3.19.5.1 All chassis wiring must conform to applicable SAE recommended practices.
 - 3.19.5.1.1 Wiring must be identified by color and by either a number code or name code. Each chassis must be delivered with a diagram illustrating the chassis wiring.
 - 3.19.5.2 The chassis manufacturer of an incomplete vehicle must install a readily accessible terminal strip or connector on the body side of the cowl. On a vehicle designed without a cowl, the terminal strip or connector must be installed in an accessible location in the engine compartment. The terminal strip or connector must include the following body-connection terminals:
 - 3.19.5.2.1 Main 100-amp body circuit;
 - 3.19.5.2.2 Tail lamps;
 - 3.19.5.2.3 Right-turn signal;
 - 3.19.5.2.4 Left-turn signal;
 - 3.19.5.2.5 Stop lamps;
 - 3.19.5.2.6 Backup lamps; and
 - 3.19.5.2.7 Instrument-panel lamps controlled by the dimmer switch.
 - 3.19.5.3 The chassis manufacturer must provide the body manufacturer with an identifying diagram using color and a name or number code for all chassis electrical circuits. The body manufacturer must distribute the diagram to the end user.
 - 3.19.5.4 Headlamp-system wiring must be separate from the electronically controlled body solenoid or module.
- 3.19.6 Body Wiring
 - 3.19.6.1 All body wiring must conform to applicable SAE recommended practices.
 - 3.19.6.2 All wiring must have an amperage capacity that exceeds the design load by a minimum of 25%. Each wiring splice must be accessible and identified on the wiring diagram.

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3.19.6.3 A legible body-wiring diagram must be furnished with each bus body or affixed near the electrical-accessory control panel.

3.19.6.4 The body power wire must be attached to a dedicated terminal on the chassis.

3.19.6.5 Each wire passing through a metal opening must be protected by a grommet.

3.19.6.6 Wiring not enclosed within the body must be securely fastened at intervals of not more than 18 inches. Each joint must be soldered or joined by an equally effective water-resistant and corrosion-resistant connector.

3.19.6.7 Wiring must be arranged in circuits, with each circuit protected by a fuse, circuit breaker, or electronic protection device. A color-and-number coding system must be used. The manufacturer must provide the end user with identifying and wiring diagrams specific to the supplied bus model, including any wiring changes made by the body manufacturer. The following body-interconnecting circuits must be color-coded as specified:

FUNCTION	COLOR
Left Rear Directional Lamp	Yellow
Right Rear Directional Lamp	Dark Green
Stop Lamps	Red
Back up Lamps	Blue
Tail Lamps	Brown
Ground	White
Ignition Feed, Primary Feed	Black

The cable colors must correspond to SAE J1128, Low-Tension Primary Cable.

3.19.6.8 Wiring must be arranged in a minimum of six regular circuits as follows:

3.19.6.8.1 Head, tail, stop, clearance, and instrument-panel lamps;

3.19.6.8.2 Stepwell lamps that activate when the entrance door is open;

3.19.6.8.3 Dome lamps;

3.19.6.8.4 Ignition and emergency-door signal;

3.19.6.8.5 Turn-signal lamps; and

3.19.6.8.6 Alternately flashing signal lamps.

3.19.6.9 A combination circuit listed in subsection 3.19.6.8 may be divided into additional independent circuits.

3.19.6.10 Heaters and defrosters must be wired on an independent circuit.

3.19.6.11 When practicable, other electrical functions, including sanders and electric-type windshield wipers, must have independent and properly protected circuits.

3.19.6.12 Each body circuit must be coded by number or letter on a circuit diagram affixed to the body in a readily accessible location.

3.19.6.13 Each bus must have a 12-volt, USB-A, or USB-C power port in the driver compartment.

3.19.6.14 A manual noise-suppression switch must be installed in the control panel. The switch must be labeled and must be a color that contrasts with adjacent controls. The switch must be an on-and-off type that deactivates noise-producing body equipment, including the AM/FM radio, heaters, air conditioners, fans, and defrosters. The switch may not deactivate a safety system, including windshield wipers or lighting systems.

3.19.7 Electric-Vehicle Charging Port

3.19.7.1 The high-voltage batteries must have a system that allows them to be charged through a connection to the local electrical utility grid. The connection must use a Combined Charging System, North American Charging Standard, or SAE J1772 connection compatible with the charging equipment.

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- 3.19.7.2 The charging receptacle or port must be mounted and located according to the manufacturer's standards. The receptacle must accommodate the minimum requirements for Level 2 alternating-current charging and direct-current fast charging.
- 3.19.8 Electric-Vehicle DC-to-DC Converter
- 3.19.8.1 A DC-to-DC converter must be provided and must deliver a minimum of 200 amps at 12 volts direct current.
- 3.19.8.2 The converter system must incorporate a ground-fault interrupt that disconnects and isolates the high-voltage batteries in the event of a short circuit or water intrusion.
- 3.19.9 Electric-Vehicle High-Voltage System
- 3.19.9.1 High-Voltage-Powered Vehicles: Buses utilizing a high-voltage propulsion system of 60 VDC or 30 VAC must comply with the following:
- 3.19.9.1.1 The propulsion power source, including batteries or fuel cells, must be located outside the passenger compartment.
- 3.19.9.1.2 The propulsion-power-source enclosure must conform to the power-source manufacturer's requirements and recommendations.
- 3.19.9.1.3 Wire, cable, and conductor insulation in the high-voltage system must provide adequate insulation for the voltage used and for ambient temperatures ranging from -15°F through 120°F. All high-voltage wiring and cabling must be covered with bright-orange loom or otherwise labeled "HIGH VOLTAGE."
- 3.19.9.1.4 Each high-voltage circuit must have automatic protection against electrical overloads caused by a short circuit or other excessive-current condition through the use of fuses, circuit breakers, and ground-fault interruption.
- 3.19.9.1.5 Each door, cover, or panel providing immediate access to a high-voltage area must display a conspicuous hazard-warning label stating "WARNING—HIGH VOLTAGE" or "DANGER—HIGH VOLTAGE."
- 3.19.9.1.6 Each high-voltage access area must be secured to deter unauthorized access.
- 3.19.10 Electric-Vehicle Ignition System
- 3.19.10.1 The ignition-switch circuit must be linked to the battery-management system and must prevent the bus from being driven while connected to an external battery-charging source.
- 3.19.10.2 The high-voltage system must disconnect high voltage when the ignition switch is off.
- 3.19.11 Electric-Vehicle Regenerative Brakes: In addition to the service-brake requirements for a bus with an internal-combustion engine, an electric vehicle must have regenerative braking that uses the electric-drive system in coordination with the service brakes to slow the bus and return electrical energy to the battery system.
- 3.19.12 Electric-Vehicle System Protection
- 3.19.12.1 As part of the battery-management system, an electric vehicle must have an automatic shutdown that protects system components from damage caused by a malfunction, including a charging or discharging fault, battery overheating, electrical overheating, or degraded battery health.
- 3.19.12.2 Before an automatic shutdown, a warning or maintenance indicator must appear on the driver console to notify the driver of the impending shutdown or need for immediate maintenance and provide sufficient time to safely reposition and stop the bus. Propulsion must gradually derate before the complete automatic shutdown.
- 3.19.13 Electric-Vehicle Identification Label
- 3.19.13.1 Each electric school bus must have a permanent diamond-shaped identification label on the exterior vertical or near-vertical surface of the lower-right rear of the bus. The label may not be located on the bumper.
- 3.19.13.2 The label must be a minimum of 4.7 inches long by 3.0 inches high.
- 3.19.13.3 The label must have a blue background, a border, the letters "EV" in 1-inch-high lettering, and a lightning bolt in the center. The label must conform to the electric-vehicle identification-label figure on page 50 of the 2025 National School Transportation Specifications and Procedures.

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- 3.19.13.4 In addition to the label on the right rear, an identification label must be affixed to each side of the bus immediately behind the entrance door and beneath the driver's window.
- 3.19.14 Battery-Disconnect Label
- 3.19.14.1 A permanent label with 1-inch-high black lettering must identify the location of each battery-disconnect switch or device.
- 3.19.14.2 Instructions may be printed adjacent to the switch or device in lettering a minimum of ½ inch high.
- 3.20 Emergency Equipment
- 3.20.1 Fire Extinguisher
- 3.20.1.1 The bus must be equipped with at least one UL-approved pressurized dry-chemical fire extinguisher. The extinguisher must be secured in a mounted bracket, located in the driver's compartment, and readily accessible to the driver and passengers. A pressure gauge must be mounted on the extinguisher and be easily readable without removing the extinguisher from its mounted position.
- 3.20.1.2 The fire extinguisher must have a rating of 2-A:10-BC, or greater. The operating mechanism must be secured with a seal that does not interfere with use of the fire extinguisher.
- 3.20.2 First-Aid Kit
- 3.20.2.1 The bus must have a removable, moisture-proof, and dust-proof first-aid kit mounted in an accessible location in the driver's compartment. The kit and its mounting location must be clearly identified as the first-aid kit.
- 3.20.2.2 The first-aid kit must contain at least the following:
- 3.20.2.2.1 Two sets of 1-inch-by-2½-yard waterproof adhesive tape;
- 3.20.2.2.2 One set of 24 sterile gauze pads, each 3 inches by 3 inches;
- 3.20.2.2.3 One set of 100 adhesive bandages, each ¾ inch by 3 inches;
- 3.20.2.2.4 Two sets of four 2-inch bandage compresses;
- 3.20.2.2.5 Five sets of two 3-inch bandage compresses;
- 3.20.2.2.6 Two sets of 2-inch-by-6-foot sterile gauze bandage rolls;
- 3.20.2.2.7 Two sets of nonsterile triangular bandages, each a minimum of 39 inches by 35 inches by 54 inches, with two safety pins;
- 3.20.2.2.8 Three sets of sterile gauze compresses, each 36 inches by 36 inches;
- 3.20.2.2.9 Three sets of sterile eye pads;
- 3.20.2.2.10 One set of rounded-end scissors;
- 3.20.2.2.11 One set of medical examination gloves; and
- 3.20.2.2.12 One set of mouth-to-mouth airway.
- 3.20.3 Body Fluid Clean-Up Kit
- 3.20.3.1 Each bus must have a removable, moisture-proof body fluid clean-up kit mounted in the driver's compartment and accessible to the driver. The kit must be clearly identified as the body fluid clean-up kit.
- 3.20.3.2 The body fluid clean-up kit must contain at least the following:
- 3.20.3.2.1 Four antiseptic BZK towelettes;
- 3.20.3.2.2 Two biohazard bags with ties;
- 3.20.3.2.3 Four nitrile gloves;
- 3.20.3.2.4 One face mask with an eye shield;
- 3.20.3.2.5 One unit of fluid solidifier containing at least 10 g;
- 3.20.3.2.6 One plastic scoop;
- 3.20.3.2.7 One scoop bag;

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- 3.20.3.2.8 Four paper towels;
- 3.20.3.2.9 Two germicidal wipes;
- 3.20.3.2.10 One personal protective hair cover;
- 3.20.3.2.11 One gown; and
- 3.20.3.2.12 One unit of hand sanitizer containing at least 0.9 g.

3.20.4 Warning Devices: Each school bus must contain at least three retroreflective triangular road-warning devices that meet the requirements of FMVSS No. 125, Warning Devices. The devices must be mounted in an accessible location.

3.20.5 Emergency equipment may be mounted in an enclosed compartment if the compartment is labeled with letters at least 1 inch high identifying each piece of equipment contained in the compartment.

3.21 Emergency Exits

3.21.1 Each installed emergency exit must comply with the design and performance requirements of FMVSS No. 217, Bus Emergency Exits and Window Retention and Release, applicable to that type of exit, regardless of whether the exit is required by FMVSS No. 217.

3.21.2 Emergency Window Requirements

3.21.2.1 The rear emergency window must have a lifting-assistance device that aids in lifting and holding the window open.

3.21.2.2 Each side emergency-exit window must be vertically hinged on its forward side. A side emergency-exit window may not be located above a stop arm.

3.21.3 Emergency Door Requirements

3.21.3.1 The upper portion of each emergency door must contain at least 400 square inches of exposed approved safety glazing. The lower portion of each rear emergency door on a Type A-2, B, C, or D vehicle must contain at least 350 square inches of approved safety glazing.

3.21.3.2 There may not be any steps leading to an emergency door.

3.21.3.3 Padding must be affixed to the top edge of each emergency-door opening. The padding must be at least 3 inches wide and 1 inch thick and must extend across the full width of the door opening.

3.21.3.4 A side emergency door, if installed, must have a clear 12-inch aisle leading to it. A flip seat may not be used within this aisle.

3.21.3.5 There may not be an obstruction higher than $\frac{1}{4}$ inch across the bottom of an emergency-door opening. Fasteners within the emergency-exit opening must be free of sharp edges and burrs.

3.21.4 Roof Hatches

3.21.4.1 Each roof hatch must conform to FMVSS No. 217 and the following standard: When a head form moving at a velocity of 2 inches per minute applies a perpendicular force directly to the center of the hatch lid, the force must exceed 3,100 newtons (700 pounds) before any one of the following conditions occurs:

3.21.4.1.1 The roof hatch opens because the release mechanism fails;

3.21.4.1.2 The hatch deforms sufficiently to create an opening large enough to allow passage of a 4-inch sphere; or

3.21.4.1.3 The inner surface at the center of the hatch moves perpendicularly from the undisturbed surface by a distance equal to one-fourth of the length of the smallest chord passing through the center along the surface of the hatch.

3.21.5 Emergency Exit Requirements: Each Type A, B, C, or D vehicle must have the total number of emergency exits specified in the following table based on its passenger capacity. An exit required by FMVSS No. 217 may be counted toward the required total.

Passenger capacity	Required emergency exits
1–42 passengers	One emergency exit on each side and one roof hatch
43–78 passengers	Two emergency exits on each side and two roof hatches
79–90 passengers	Three emergency exits on each side and two roof hatches

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- 3.21.6 In addition to the audible warning required on emergency doors by FMVSS No. 217, each additional emergency exit must have an audible warning device.
- 3.21.7 Vandal Locks and Emergency-Exit Interlock Device Requirements
 - 3.21.7.1 Each bus must have vandal locks installed on the entrance door, emergency-exit doors, and lift door.
 - 3.21.7.2 If an emergency exit has a locking device, the vehicle must be incapable of starting when the exit is locked from either inside or outside the bus.
 - 3.21.7.3 If an exit locking device is engaged and the vehicle's ignition is on, a continuous warning sound must be audible at the driver's seating position and near the emergency exit.
- 3.22 Engine
 - 3.22.1 A school bus with a passenger capacity of fewer than 36 passengers must have a 160-horsepower engine or equivalent.
 - 3.22.2 A school bus with a passenger capacity of 36 or more passengers must have an engine that produces at least 190 horsepower at an engine speed not exceeding 2,600 revolutions per minute and generates at least 420 pound-feet of torque.
 - 3.22.3 A diesel engine must have an engine-block heater.
- 3.23 Exhaust System for Internal-Combustion Engines Only
 - 3.23.1 The exhaust pipe, after-treatment system, and tailpipe must be outside the bus-body compartment and attached to the chassis without damaging any other chassis component.
 - 3.23.2 The tailpipe and after-treatment system must be constructed of corrosion-resistant tubing material at least equal in strength and durability to 16-gauge steel tubing of equal diameter.
 - 3.23.3 The tailpipe may be flush with or extend no more than 2 inches beyond the perimeter of the body for a side-exit pipe or the bumper for a rear-exit pipe. The exhaust system must be designed so that exhaust gas is not trapped under the bus body.
 - 3.23.4 The tailpipe must exit to the left or right of the emergency-exit door at the rear of the vehicle, to the left side of the bus in front of or behind the rear drive axle, or through the bumper. On a Type A-1 or Type B-1 bus, the tailpipe exit location may conform to the manufacturer's standards. The tailpipe may not exit beneath a fuel-filler location, emergency door, or lift door.
 - 3.23.5 The exhaust system must be insulated to prevent damage to a fuel-system component.
 - 3.23.6 The design of the after-treatment system may not allow active, nonmanual regeneration of the particulate filter during the loading or unloading of passengers. A manual regeneration system must be designed to prevent unintentional operation.
 - 3.23.7 An after-treatment system that requires diesel exhaust fluid (DEF) to meet federally mandated emissions requirements must comply with the following:
 - 3.23.7.1 The composition of DEF must comply with International Standard ISO 22241-1 and any additional requirements specified by the engine manufacturer.
 - 3.23.7.2 The DEF supply tank must have a minimum capacity of 11.5 gallons.
- 3.24 Fenders, Front
 - 3.24.1 When measured at the fender line, the total spread of the outer edges of the front fenders must exceed the total spread of the front tires when the front wheels are in a straight-ahead position.
 - 3.24.2 The front fenders must be properly braced and must not require attachment to any part of the body.
- 3.25 Fire Suppression Systems—Optional
 - 3.25.1 The chassis manufacturer may provide an automatic fire-suppression system in the engine compartment.
 - 3.25.2 An installed fire-suppression system must include audible and visual alerts that notify the driver when the system has been activated.
- 3.26 Floors
 - 3.26.1 The floor in the under-seat area, including the tops of the wheel housings, driver's compartment, and toeboard, must be covered with an elastomer floor covering having a minimum overall thickness of 0.125 inch and a calculated burn rate of 0.1 mm per minute or less, using the test methods,

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procedures, and formulas specified in FMVSS No. 302, *Flammability of Interior Materials*. The driver's area and toeboard area in a Type A bus may have the manufacturer's standard flooring and floor covering.

3.26.2 The floor covering in the aisles must be ribbed or other raised-pattern elastomer floor covering and must have a calculated burn rate of 0.1 mm per minute or less, using the test methods, procedures, and formulas specified in FMVSS No. 302, *Flammability of Interior Materials*. The minimum overall thickness must be 0.187 inch, measured at the tops of the ribs.

3.26.3 The floor covering must be permanently bonded to the floor and must not crack when subjected to sudden changes in temperature. The bonding or adhesive material must be waterproof and must be a type recommended by the manufacturer of the floor-covering material. All seams must be sealed with a waterproof sealant.

3.26.4 On Types B, C, and D buses, a secured and sealed flush-mounted, screw-down plate must provide access to the diesel or gasoline fuel-tank sending unit, fuel pump, or both. The plate may not be installed beneath the flooring material.

3.27 Frame

3.27.1 Frame lengths must be established in accordance with the design criteria for the complete vehicle.

3.27.2 Holes may not be made in the top or bottom flanges or side units of the frame, and welding may not be performed on the frame, except as provided or accepted by the chassis manufacturer.

3.27.3 A frame may not be modified for the purpose of extending the wheelbase.

3.27.4 A secondary manufacturer that modifies the original chassis frame must provide a warranty at least equal to the warranty offered by the original equipment manufacturer (OEM) and must certify that the modification and any other part or equipment affected by the modification are free from defects in material and workmanship under the normal use and service intended by the OEM.

3.28 Fuel System for Internal-Combustion Engines Only

3.28.1 A diesel-powered school bus with a passenger capacity of 36 or more must have a fuel tank or tanks, provided by the chassis manufacturer, with a minimum capacity of 60 gallons. A diesel-powered school bus with a passenger capacity of fewer than 36 passengers must have the manufacturer's standard fuel tank. Each fuel tank must be filled from and vented to the outside of the passenger compartment. Each fuel filler must be located so that accidental fuel spillage will not drip or drain onto any part of the exhaust system.

3.28.2 A propane-powered school bus with a passenger capacity of 36 or fewer must have a minimum fuel-tank capacity of 48 gallons. A propane-powered school bus with a passenger capacity of more than 36 must have a minimum usable fuel-tank capacity of 67 gallons.

3.28.3 The fuel system must comply with FMVSS No. 301, *Fuel System Integrity*.

3.28.4 A fuel tank may be mounted between the chassis frame rails or outboard of the frame rails on either the left or right side of the vehicle.

3.28.5 The actual draw capacity of each fuel tank must be at least 83 percent of the tank capacity.

3.28.6 Installation of an alternative-fuel system, including its fuel tanks and piping from the tank to the engine, must comply with all applicable fire codes in effect on the date of manufacture of the bus.

3.28.7 Fuel gauges must be calibrated for the size of tank used.

3.28.8 Installation of liquefied petroleum gas (LPG) tanks must comply with National Fire Protection Association (NFPA) 58, *Liquefied Petroleum Gas Code*.

3.28.9 Installation of compressed natural gas (CNG) containers must comply with FMVSS No. 304, *Compressed Natural Gas Fuel Container Integrity*.

3.28.10 The CNG fuel system must comply with FMVSS No. 303, *Fuel System Integrity of Compressed Natural Gas Vehicles*.

3.29 Engine Speed Limiter for Internal-Combustion Engines Only

3.29.1 An electronic engine-speed limiter must be installed and set so that the engine speed does not exceed the maximum revolutions per minute recommended by the engine manufacturer.

3.30 Handrails

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- 3.30.1 A handrail must be installed on the left and right sides of the stepwell. Each handrail must be at least 1 inch in diameter, must be constructed of corrosion-resistant material, and must assist passengers when entering or exiting the bus. The handrails must be designed to prevent entanglement, as demonstrated by passing the National Highway Traffic Safety Administration (NHTSA) string-and-nut test.
- 3.31 Heating-System Provision for Internal-Combustion Engines Only
- 3.31.1 The engine must be capable of supplying coolant at a temperature of at least 170 degrees Fahrenheit at the engine-coolant thermostat opening. The coolant flow rate must be 50 pounds per minute at the return end of 30 feet of automotive hot-water heater hose having an inside diameter of 1 inch. See SBMTC-001, *Standard Code for Testing and Rating Automotive Bus Hot Water Heating and Ventilating Equipment*.
- 3.32 Heating and Air-Conditioning Systems
- 3.32.1 Heating System
- 3.32.1.1 The heating system must use a hot-water heater, combustion-type heater, electric heating element, heat pump, or a combination of these heating methods.
- 3.32.1.2 A bus with a passenger capacity of 36 or more must have at least one heater at the front and one heater in the rear portion of the bus. If two heaters are installed at the front, one must be a stepwell heater and one must be a driver heater.
- 3.32.1.3 If only one heater is used, it must be a fresh-air type or combination fresh-air and recirculating-air type.
- 3.32.1.4 If more than one heater is used, each additional heater may be a recirculating-air type.
- 3.32.1.5 The heating system must be capable of maintaining the bus-interior temperatures specified by SAE J2233.
- 3.32.1.6 An auxiliary fuel-fired heating system is permitted if it complies with 3.32.1.6.1 through 3.32.1.6.7.
- 3.32.1.6.1 Except on an electric-powered school bus, the auxiliary heating system must use the same type of fuel specified for the vehicle engine.
- 3.32.1.6.2 The auxiliary heater may be a direct hot-air type or may be connected to the engine-coolant system.
- 3.32.1.6.3 An auxiliary heating system connected to the engine-coolant system may preheat the engine coolant or may preheat the engine coolant and provide supplementary heat to the heating system.
- 3.32.1.6.4 An auxiliary heating system must be installed in accordance with the manufacturer's recommendations. Its exhaust must be directed away from the passenger compartment and may not endanger bus occupants.
- 3.32.1.6.5 A combustion heater must comply with the Federal Motor Carrier Safety Regulations applicable on the date of manufacture.
- 3.32.1.6.6 The auxiliary heating system must use low voltage.
- 3.32.1.6.7 An auxiliary heating system must comply with FMVSS No. 301, *Fuel System Integrity*, all other applicable FMVSS, and applicable SAE test procedures.
- 3.32.1.7 Each forced-air heater installed by a body manufacturer must bear a nameplate indicating the heater rating in accordance with SBMTC-001, *Standard Code for Testing and Rating Automotive Bus Hot Water Heating and Ventilating Equipment*. The heater manufacturer must affix the nameplate as certification that the heater performs as indicated.
- 3.32.1.8 Heater hoses must be adequately supported to protect against excessive wear caused by vibration. A hose may not dangle, rub against the chassis or a sharp edge, or interfere with or restrict an engine function. Heater hoses must conform to SAE J20, *Coolant System Hoses*. Heater lines, cores, and elements located within the bus interior must be shielded to prevent scalding or burning the driver or passengers.
- 3.32.1.9 Each hot-water system installed by a body manufacturer must include one shutoff valve in the pressure line and one shutoff valve in the return line. Both valves must be

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located at the engine in an accessible location, except that the valves on a Type A or Type B bus may be installed in another accessible location.

3.32.1.10 Each hot-water-type passenger-compartment heater must have a device installed in the hot-water pressure line that regulates water flow to all passenger heaters. The driver must be able to operate the device conveniently while seated. The driver and passenger heaters may operate independently.

3.32.1.11 A hot-water-type system must have accessible bleeder valves for removing air from the heater. The valves must be installed at an appropriate location in the return lines of each body-company-installed heater.

3.32.1.12 Access panels must make heater motors, cores, elements, and fans readily accessible for service. An exterior access panel may be provided for the driver's heater.

3.32.2 Passenger-Compartment Air Conditioning—Optional

3.32.2.1 Performance Specifications

3.32.2.1.1 Standard Performance. The installed air-conditioning system must cool the bus interior from 100 degrees Fahrenheit to 80 degrees Fahrenheit within 30 minutes under the test conditions in 3.32.2.1.3.

3.32.2.1.2 High Performance. If high performance is specified by the purchaser, the installed air-conditioning system must cool the bus interior from 100 degrees Fahrenheit to 70 degrees Fahrenheit within 30 minutes under the test conditions in 3.32.2.1.3.

3.32.2.1.3 Temperatures must be measured at a minimum of three points located 4 feet above the floor along the longitudinal centerline: 3 feet above the center of the horizontal driver-seat surface, at the longitudinal midpoint of the body, and 3 feet forward of the rear emergency door. On a Type D rear-engine bus, the third point must be 3 feet forward of the end of the aisle. On a Type A bus, the rear thermocouple must be centered over the rear axle. At the conclusion of the test, each interior probe reading must be within ± 3 degrees Fahrenheit of the average interior temperature. The test conditions must consist of placing the bus in a room in which the ambient temperature can be maintained at 100 degrees Fahrenheit; heat-soaking the bus at 100 degrees Fahrenheit, measured 2 feet horizontally from the top of the windows on both sides of the bus, with the windows open for 2 hours; and then closing the windows, operating the air-conditioning system with the engine running at $1,250 \pm 50$ RPM, and cooling the bus interior to the temperature required by 3.32.2.1.1 or 3.32.2.1.2 within 30 minutes while maintaining an outside temperature of 100 degrees Fahrenheit.

3.32.2.1.4 The manufacturer must provide test results demonstrating that the installed system complies with the applicable performance requirement. If specified by the purchaser, the manufacturer must provide facilities allowing the purchaser or the purchaser's representative to confirm that a pilot model of each bus design meets the performance requirement.

3.32.2.2 Other Requirements

3.32.2.2.1 Evaporator cases, lines, and ducting, as equipped, must be designed so that all condensation is effectively drained to the exterior of the bus below the floor level under all conditions of vehicle movement and without leakage onto any interior portion of the bus.

3.32.2.2.2 Evaporators and ducting systems must be designed and installed to be free of projections or sharp edges. Ductwork must be installed so that exposed edges face the front of the bus and do not present sharp edges.

3.32.2.2.3 Evaporator cases and ducting systems must have adjustable diffusers.

3.32.2.2.4 Each condenser, or each section of a split system, must have an accessible sight glass directly visible for checking the refrigerant level.

3.32.2.2.5 The compressor system must have both a high-pressure switch and a low-pressure switch to prevent compressor operation when system temperatures are above or below the system-manufacturer-recommended safe levels. Moving compressor parts must be lubricated automatically. Each compressor must have an automatic electric clutch.

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- 3.32.2.2.6 All system operating controls, including the on-off switch, blower switches, and thermostat controls, must be within reach of a seated fifth-percentile adult female driver.
- 3.32.2.2.7 Blowers must have at least two operating speeds.
- 3.32.2.2.8 Wiring must be copper with color-coded insulation. The air-conditioning system must have at least one manually resettable circuit breaker per side to provide overload protection for the main power circuit supplying the evaporator blowers and condenser fans. System-control circuits also must have overload protection but may be fused.
- 3.32.2.2.9 The refrigerant must be an industry-standard refrigerant.
- 3.32.2.2.10 All wiring, hoses, and lines must be grommited, routed, and supported to reduce wear. All flexible refrigerant hoses must be double-braided.
- 3.32.2.2.11 On a school bus equipped with Type 2 seat belts having anchorages above the windows, the evaporator and ducting, if used, must be placed at a height that does not obstruct occupant-securement anchorages. This clearance must be provided along the entire length of the passenger area on both sides of the bus interior.
- 3.32.2.2.12 The body must have insulation in the sidewalls, roof, firewall, rear, inside body bows, and plywood or composite floor to reduce thermal transfer.
- 3.32.2.2.13 All glass, including the windshield, service and emergency doors, and side and rear windows, may have the maximum integral tinting allowed by federal, State, or American National Standards Institute (ANSI) standards for the respective locations. Windows to the rear of the driver's compartment, if tinted, must have approximately 28 percent light transmission.
- 3.32.2.2.14 The roof must be painted white to aid in heat dissipation. See 3.15.
- 3.32.2.2.15 The air intake for each evaporator assembly, except the front evaporator on a Type A-1 bus, must have a replaceable air filter that is accessible without disassembling the evaporator case.
- 3.32.2.2.16 On a bus other than a Type D rear-engine transit-style bus equipped with a rear evaporator assembly, the evaporator may not encroach on the head-impact zone but may occupy an area extending less than 26.5 inches from the rear wall and 14 inches from the ceiling.
- 3.32.2.2.17 On a Type D rear-engine transit-style bus equipped with a rear evaporator over the davenport, the evaporator assembly may not interfere with the rear exit window and may not extend above the rear seating row.
- 3.32.2.2.18 Electrical generating capacity must be sufficient to accommodate the additional electrical demands imposed by the air-conditioning system.

3.33 Hinges

- 3.33.1 All exterior metal door hinges must be designed to allow lubrication to be channeled to the central 75 percent of each hinge loop without disassembly, unless the hinges are constructed of stainless steel or brass, have nonmetallic hinge pins, or incorporate another design that prevents corrosion.

3.34 Horn

- 3.34.1 The bus must be equipped with one or more horns of standard manufacture. The horn system must be capable of producing a complex sound in audio-frequency bands from 250 through 2,000 hertz and must be tested in accordance with SAE J377, *Horn—Forward Warning—Electric—Performance, Test, and Application*.

3.35 Identification

- 3.35.1 The body must display the words "SCHOOL BUS" in black letters at least 8 inches high on the front and rear of the body or on signs attached to those locations. The lettering must be placed as high as possible without impairing its visibility. The letters must conform to "Series B" of *Standard Alphabets for Highway Signs*. The "SCHOOL BUS" lettering must have a reflective background and must be illuminated.
- 3.35.2 All lettering on National School Bus Yellow (NSBY) surfaces must be black. Lettering on black surfaces must be NSBY or white.

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- 3.35.3 The bus identification number must be displayed on the front, rear, and both sides of the bus in 6-inch-high characters.
- 3.35.4 The district name, company name, or name of the bus owner must be displayed in letters at least 3 inches but not more than 6 inches high.
- 3.35.5 Each school bus must have a sign on the left side or center of the rear bumper stating "WE STOP AT RAILROAD CROSSINGS." The words "WE STOP AT" must appear in 4-inch-high capital letters conforming to "Series B" of *Standard Alphabets for Highway Signs*. The "RAILROAD CROSSINGS" portion of the sign must consist of the universal round railroad-crossing symbol having a diameter of at least 6 inches. The symbol and all lettering must be black. The remainder of the sign must be constructed of retroreflective NSBY material.
- 3.35.6 Other lettering, numbering, or symbols displayed on the exterior of the bus must be limited to the following:
- 3.35.6.1 The location of a battery compartment identified by the word "BATTERY," "BATTERIES," or "12V BATTERIES" on the compartment door in 2-inch-high lettering;
- 3.35.6.2 Symbols or letters near the entrance door having a combined display area not exceeding 64 square inches and providing students with information identifying the bus or route served;
- 3.35.6.3 A decal or plate displaying a manufacturer or company name, dealer or school logo, or the U.S. flag without other wording or artwork. The decal or plate may not exceed 6 inches by 12 inches and must be displayed in the right-side plate location on the rear of the bus;
- 3.35.6.4 Symbols identifying the bus as equipped for or transporting students with special needs, as specified in Section 4.5;
- 3.35.6.5 Identification of the fuel type in 1-inch-high lettering adjacent to the fuel-filler opening; and
- 3.35.6.6 Identification of the charging port on a battery-electric school bus in 1-inch-high lettering adjacent to the charging-port location.
- 3.36 Inside Height: The inside body height must be at least 72 inches, measured metal to metal at any point on the longitudinal centerline from the front vertical bow through the rear vertical bow. The inside body height of a Type A-1 bus must be at least 62 inches. Air-conditioning equipment must be excluded when determining compliance with the applicable inside-height requirement.
- 3.37 Instruments and Instrument Panel
- 3.37.1 The chassis must be equipped with the instruments, gauges, indicators, and displays specified in 3.37.1.1 through 3.37.1.16. Except as otherwise specified in this subsection, a telltale warning lamp may not be used in place of a required gauge.
- 3.37.1.1 A speedometer;
- 3.37.1.2 An odometer that can be read without using a key and records accrued mileage to seven digits, including tenths of a mile, unless tenths of a mile are recorded on a trip odometer;
- 3.37.1.3 A tachometer on an internal-combustion-engine bus. On a Type B, Type C, or Type D bus, the tachometer must be visible to the driver while seated in the normal driving position;
- 3.37.1.4 A low-voltage voltmeter;
- 3.37.1.5 An oil-pressure gauge on an internal-combustion-engine bus;
- 3.37.1.6 An engine-coolant temperature gauge on an internal-combustion-engine bus;
- 3.37.1.7 A fuel gauge on an internal-combustion-engine bus;
- 3.37.1.8 A high-beam headlamp indicator;
- 3.37.1.9 An air-pressure gauge for an air-brake system, a brake-indicator lamp for a vacuum-assisted hydraulic-brake system, or a brake-indicator lamp for a hydraulic-over-hydraulic brake system;
- 3.37.1.10 A turn-signal indicator;
- 3.37.1.11 A glow-plug indicator lamp, when applicable;

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- 3.37.1.12 A high-voltage battery state-of-charge indicator on a battery-electric school bus;
- 3.37.1.13 A motor-temperature indicator on a battery-electric school bus;
- 3.37.1.14 A display showing the estimated available driving range in miles on a battery-electric school bus;
- 3.37.1.15 A display showing battery-discharge and regenerative-charging rates on a battery-electric school bus; and
- 3.37.1.16 A battery-temperature indicator on a battery-electric school bus.
- 3.37.2 All instruments, gauges, indicators, and displays must be readily accessible for maintenance and repair.
- 3.37.3 All instruments, gauges, indicators, and displays must be mounted on the instrument panel so that each is clearly visible to the driver while seated in the normal driving position.
- 3.37.4 Instruments and controls must be illuminated as required by FMVSS No. 101, *Controls and Displays*.
- 3.37.5 Multifunction Gauge (MFG)
 - 3.37.5.1 The driver must be able to manually select any function available on an MFG whenever desired.
 - 3.37.5.2 When an out-of-limits condition occurs for a function available on an MFG, the MFG controller should automatically display the condition on the instrument cluster. The MFG should provide an illuminated telltale warning lamp and automatically display the out-of-limits indication. If two or more functions simultaneously develop out-of-limits conditions, the MFG should continuously sequence among those functions until all conditions are corrected.
 - 3.37.5.3 Use of an MFG does not eliminate any requirement for an audible warning device.
- 3.38 Insulation
 - 3.38.1 Thermal insulation is required between the roof panels and side panels of the bus body. The insulation must meet the flammability requirements of FMVSS No. 302 and have a minimum R-value of 5.5. The insulation must be installed so as to prevent sagging.
 - 3.38.2 Floor insulation is required. It must consist of five-ply softwood plywood having a nominal 5/8-inch thickness and must equal or exceed the properties of marine-grade exterior type, as specified in the standard issued by the U.S. Department of Commerce. When plywood is used, all exposed edges must be sealed. A Type A-1 bus may be equipped with nominal 1/2-inch-thick plywood or equivalent material meeting these requirements. Equivalent material may replace plywood if it has an equal or greater insulation R-value and equal or greater sound-abatement, deterioration-resistant, and moisture-resistant properties.
- 3.39 Interior
 - 3.39.1 The interior of the bus must be free of all unnecessary projections, including projections associated with luggage racks and attendant handrails, to minimize the potential for injury. The ceilings and walls must have an inner lining. If the ceiling is constructed with lap joints, each rear panel must overlap the adjoining forward panel. Exposed edges must be beaded, hemmed, flanged, or otherwise treated to minimize sharp edges. A bus may be equipped with a storage compartment for tools, tire chains, or tow chains in accordance with Section 3.63.
 - 3.39.2 Interior overhead storage compartments may be installed only if they meet the requirements specified in 3.39.2.1 through 3.39.2.5.
 - 3.39.2.1 The applicable head-protection requirements of FMVSS No. 222, *School Bus Passenger Seating and Crash Protection*, must be met;
 - 3.39.2.2 Each compartment must be completely enclosed and equipped with a latching door. The door and latch must withstand a pushing force of 50 pounds applied at the inside center of the door;
 - 3.39.2.3 All corners and edges must have a minimum radius of 1 inch or be padded to provide protection equivalent to door-header padding;
 - 3.39.2.4 Each compartment must be attached to the bus sufficiently to withstand a force equal to 20 times the compartment's maximum rated capacity; and

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- 3.39.2.5 A compartment may not have a protrusion greater than 1/4 inch.
- 3.39.3 The driver's area forward of the forwardmost padded barriers must permit the mounting of required safety equipment and vehicle-operation equipment.
- 3.39.4 Every school bus must be constructed so that the noise level at the ear of the occupant nearest the primary vehicle noise source does not exceed 85 dBA when tested according to the procedure specified in Appendix B of the NSTSP.
- 3.39.5 A school bus having a rated passenger capacity of 36 or more must be equipped with a sound-dampening body package that includes the firewall and engine cover. The headliner extending from the driver's compartment to the front barriers must be perforated to absorb sound.
- 3.39.6 Buses must have mar proof sidewalls.
- 3.40 Lamps and Signals
 - 3.40.1 All lamps and signals must use light-emitting diodes (LEDs). Interior lamps that illuminate the aisle and stepwell must be provided. The stepwell lamp must be controlled by an entrance-door-operated switch and must illuminate only when the headlamps and clearance lamps are on and the entrance door is open.
 - 3.40.1.1 Buses must have a red United States Department of Transportation (USDOT) light above the emergency door.
 - 3.40.1.2 Buses must have dome lamps in the driver and passenger compartments and a separate switch for operating the rear row of lamps.
 - 3.40.2 Body instrument-panel lamps must be controlled by an independent dimmer switch.
 - 3.40.3 School bus alternately flashing signal lamps must be provided.
 - 3.40.3.1 The bus must be equipped with two red lamps at the rear of the vehicle and two red lamps at the front of the vehicle.
 - 3.40.3.1.1 Front and rear lamps must be light-emitting diodes (LEDs).
 - 3.40.3.1.2 Black visors or hoods having a minimum depth of 4 inches must be provided.
 - 3.40.3.2 In addition to the four red lamps described above, four amber lamps must be installed so that one amber lamp is located near each red signal lamp, at same level, but closer to the vertical centerline of bus. The system of red and amber signal lamps shall be wired so that amber lamps are energized manually. The amber signal lamps shall be controlled by a manual button located on the steering wheel or to the right of the driver. The red lamps are automatically energized and amber lamps are automatically de-energized when stop signal arms are extended or when bus entrance door is opened. An amber pilot lamp and a red pilot lamp shall be installed adjacent to the driver controls for the flashing signal lamp to indicate to the driver which lamp system is activated.
 - 3.40.3.2.1 The lamps must operate non-sequentially.
 - 3.40.3.3 The area surrounding the lenses of the alternately flashing signal lamps must be black on the body or roof area against which each lamp is viewed. The black area must extend outward from the edge of each lamp from 1 to 3 inches at the sides and top and 1 inch at the bottom.
 - 3.40.3.4 The red lamps must flash whenever the stop-signal arm is extended.
 - 3.40.3.5 Flashers for the alternately flashing red and amber signal lamps must be enclosed within the body in a readily accessible location.
 - 3.40.4 Turn-Signal and Stop/Tail Lamps
 - 3.40.4.1 The bus body must be equipped with amber rear turn-signal lamps having a diameter of at least 7 inches or, if not round, an illuminated area of at least 38 square inches. The lamps must meet FMVSS No. 108, *Lamps, Reflective Devices, and Associated Equipment*. The lamps must be connected to the chassis hazard-warning switch to flash simultaneously when needed as a vehicular traffic-hazard warning. The lamps must be placed as far apart as practicable, and their horizontal centerline may not be more than 12 inches below the rear window.
 - 3.40.4.2 Buses must be equipped with amber side-mounted turn-signal lamps. The left-side lamp must be mounted rearward of the stop-signal arm, and the right-side lamp must be

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mounted rearward of the entrance door. An additional amber turn-signal lamp must be mounted on each side between the rear wheel opening and the rear of the bus.

3.40.4.3 In addition to the manufacturer's standard turn signals, a Type C school bus must be equipped with front Class A fender- or hood-mounted turn signals.

3.40.4.4 Buses must be equipped with four combination red stop/tail lamps.

3.40.4.4.1 Two combination lamps having a diameter of at least 7 inches or, if not round, an illuminated area of at least 38 square inches must be mounted on the rear of the bus immediately inside the turn-signal lamps.

3.40.4.4.2 Two combination lamps having a diameter of at least 4 inches or, if not round, an illuminated area of at least 12 square inches must be placed on the rear of the body between the beltline and floor line. The rear license-plate lamp may be combined with one lower tail lamp. The stop lamps must be activated by the service brakes and emit a steady light when illuminated.

3.40.5 Buses must be equipped with an integrated system or 16-light monitor that monitors the warning, stop, tail, turn-signal, and backup lamps. The system must monitor the voltage supplied to the required lamps and notify the driver of a low-voltage condition. The monitor must be mounted in full view of the driver. If full circuit current passes through the monitor, each circuit must be protected from a short circuit or intermittent short by a fuse, circuit breaker, or electronic protection device.

3.40.6 Body-marker lamps must be the armored type.

3.40.7 Strobe Lamp

3.40.7.1 The strobe lamp must have a single clear lens that emits light 360 degrees around its vertical axis and meets SAE J845, Class 2. The lamp must be installed directly on the roof of the bus.

3.40.7.2 The lamp must be located from 4 to 6 feet from the rear roof edge, within 1 foot of the longitudinal centerline, and behind all other roof-mounted equipment. The 4-to-6-foot location requirement does not apply to an air-conditioned bus having a rooftop evaporator.

3.40.7.3 The strobe lamp must activate when the amber alternately flashing signal lamps are activated and remain activated throughout the loading or unloading cycle. An override switch must allow the strobe lamp to be activated at any time for use during inclement weather.

3.40.7.4 A separate pilot lamp on the light-switch panel or in the strobe-lamp switch must indicate when the strobe lamp is operating.

3.40.8 Backup Lamps

3.40.8.1 The bus body must be equipped with two white rear backup lamps having a diameter of at least 4 inches or, if not round, an illuminated area of at least 12 square inches. The lamps must meet FMVSS No. 108. If the backup lamps are placed on the same horizontal line as the stop lamps and turn-signal lamps, the backup lamps must be placed inside those lamps.

3.40.9 Daytime Running Lamps

3.40.9.1 LED headlamps must be provided with a switch that automatically operates the headlamps when the vehicle is placed in gear or the parking brake is released. If the switch provides reduced illumination under normal operating conditions, the driver must be able to engage the headlamps at full power.

3.40.10 School buses may be equipped with fog lamps.

3.40.11 Exterior Lighting for the Loading Zone (Optional Equipment)

3.40.11.1 If installed, an exterior lamp or lamps intended to illuminate an area on the right side of the bus, as indicated in Figure 6 of the *National School Transportation Specifications and Procedures*, must:

3.40.11.1.1 Project white light;

3.40.11.1.2 Be tested for compliance with the entrance door and all windows closed and produce a minimum illumination of 10 lux at each point on the grid shown in Figure 6, measured at heights of 0.5 meter (1.6 feet) and 1.0 meter (3.3 feet) above the ground. The light meter must measure incident light on a plane perpendicular to the observation direction from either the driver's eye point or the mirror through which the driver would observe that location;

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- 3.40.11.1.3 Direct the light so that it does not shine directly into the right-side rearview mirror or crossover mirror;
- 3.40.11.1.4 Unless disabled by the noise-suppression switch, illuminate when the entrance door is opened while the ignition power is on; and
- 3.40.11.1.5 Turn off approximately 5 seconds after the entrance door closes.
- 3.40.11.1.5.1 An additional switch or other means may be installed to allow the driver to deactivate the loading-zone lamps temporarily.

3.41 Metal Treatment

- 3.41.1 All metal used in the construction of the bus body, except high-grade stainless steel or aluminum, must be zinc-coated, aluminum-coated, or otherwise treated to prevent corrosion. This requirement includes structural members, inside and outside panels, door panels, and floor sills. Door handles, grab handles, interior decorative parts, and other interior plated parts are excluded from this requirement.
- 3.41.2 In addition to meeting the requirements of 3.41.1, all metal parts that will be painted must be chemically cleaned, etched, zinc-phosphate-coated, and zinc-chromate- or epoxy-primed to improve paint adhesion. This requirement includes the crossing control arm and each stop-signal arm.
- 3.41.3 In meeting these requirements, particular attention must be given to lapped surfaces; welded connections of structural members; cut edges of punched or drilled holes in sheet metal; closed or box sections; unvented or undrained areas; and surfaces subjected to abrasion during vehicle operation.
- 3.41.4 As evidence that the requirements of this section have been met, samples of the materials and sections used in the construction of the bus body must be subjected to cyclic corrosion testing as specified in SAE J1563.

3.42 Mirrors

- 3.42.1 The interior glass mirror must be laminated or tempered and must have rounded corners and protected edges. The mirror must measure at least 6 inches x 16 inches for Type A buses and at least 6 inches x 30 inches for Types C and D buses.
- 3.42.2 Each school bus must be equipped with exterior mirrors meeting the requirements of FMVSS No. 111, *Rear Visibility*. The right-side rearview mirror must not be obscured by the unwiped portion of the windshield. The mirrors must be easily adjustable but rigidly braced to reduce vibration.
- 3.42.3 All buses must be equipped with heated and remote-controlled exterior rearview mirrors and heated crossview mirrors.
 - 3.42.3.1 Crossview mirrors may include integrated downlighting designed to illuminate the front danger zones.

3.43 Mobile Data Device (Optional)

- 3.43.1 If installed, a mobile data device (MDD) must be mounted where it does not obstruct the driver's field of view through the windshield. The MDD must not obstruct the view of or access to any gauges, mirrors, indicator lights, or safety controls.
- 3.43.2 The MDD must be securely mounted so that it does not create a snagging hazard in the student-loading area of the service door.
- 3.43.3 Audio or visual turn-by-turn instructions from the MDD may be used while the bus is being operated. Audible directions must not be transmitted through speakers within the passenger compartment.
- 3.43.4 While the bus is in motion, audio and visual instructions on the MDD may remain functional, but its operational controls and tactile-input functions must be disabled.

3.44 Mounting

- 3.44.1 The rear body crossmember must be supported by the chassis frame. Except where chassis components interfere, the bus body must be attached to the chassis frame at each main floor sill to prevent shifting or separation of the body from the chassis under severe operating conditions.
- 3.44.2 Isolators must be installed at all contact points between the body and the chassis frame on Types A-2, B, C, and D buses. The isolators must be secured to the chassis frame or body by a positive means to prevent shifting, separation, or displacement under severe operating conditions.

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- 3.45 Oil Filter
 - 3.45.1 An oil filter with a replaceable element must be provided. If the oil filter is not a built-in or engine-mounted design, it must be connected by flexible oil lines. The oil filter must have a capacity in accordance with the engine manufacturer's recommendation.
- 3.46 Openings
 - 3.46.1 All openings in the floorboard or firewall between the chassis and the passenger compartment, including openings for the gearshift selector and parking brake lever, must be sealed.
- 3.47 Overall Length
 - 3.47.1 The overall length of the bus must not exceed 45 feet, excluding accessories.
- 3.48 Overall Width
 - 3.48.1 The overall width of the bus must not exceed 96 inches, excluding accessories.
- 3.49 Passenger Load
 - 3.49.1 The actual gross vehicle weight (GVW) is the sum of the chassis weight, body weight, driver's weight, and total seated student weight. For this calculation, the driver's weight must be 150 pounds, and each student's weight must be 120 pounds.
 - 3.49.2 The actual GVW must not exceed the chassis manufacturer's gross vehicle weight rating (GVWR). The actual weight carried on each axle must not exceed the chassis manufacturer's gross axle weight rating (GAWR) for that axle.
- 3.50 Public Address System
 - 3.50.1 Each bus must be equipped with a public address amplifier specifically designed for vehicular applications. The system must include an on-off switch, volume control, and a speaker-selector switch for the interior and exterior speakers. The system must also include a completely weatherproof exterior speaker with a minimum power output of 7 watts and two dynamic interior speakers, each measuring at least 4 inches in diameter. The interior speakers must be located above the window line and to the rear of the driver and must not project more than ½ inch from the interior lining of the bus. The speakers must have no sharp edges or corners that could injure a passenger. On Types A and B buses, the exterior speaker must be located on the left front side of the bus, forward of the front wheels. On Type C buses, the exterior speaker must be located either in the engine compartment forward of the radiator or inside the left side of the front bumper. On Type D buses, the exterior speaker must be located under the floor on the left side of the bus, between the front bumper and the left front wheel.
 - 3.50.2 Buses may be equipped with an AM/FM audio system.
 - 3.50.3 No interior speakers, other than those used for the driver's communication systems, may be installed within 4 feet of the driver's seat back when the seat is in its rearmost upright position.
- 3.51 Retarder System (Optional Equipment)
 - 3.51.1 A retarder system, if installed, must limit the speed of a fully loaded school bus to 19.0 miles per hour on a 7.0% grade for 3.6 miles.
- 3.52 Retroreflective Material, Reflexite or Diamond grade or equivalent (see NSTSP, Appendices A and B, Retroreflective Sheeting)
 - 3.52.1 The front and rear bumpers may be marked diagonally 45 degrees down toward the centerline of the pavement with strips of noncontrasting retroreflective material that are $2 \pm \frac{1}{4}$ inches wide.
 - 3.52.2 The rear of the bus body must be marked with strips of retroreflective National School Bus Yellow (NSBY) material to outline the perimeter of the back of the bus. The material must conform with the requirements of FMVSS No. 131, School Bus Pedestrian Safety Devices, Table 1. The perimeter marking of rear emergency exits required by FMVSS No. 217, Bus Emergency Exits and Window Retention and Release, and the use of retroreflective "SCHOOL BUS" background partially accomplish this requirement. To complete the perimeter marking, strips of retroreflective NSBY material at least 1 inch but not more than 2 inches wide must be applied horizontally above the rear windows and rear bumper, extending outward from the rear emergency-exit perimeter to the left and right rear corners of the bus. Vertical strips must be applied at the corners to connect the horizontal strips.
 - 3.52.3 The background for the lettering of the front or rear "SCHOOL BUS" sign, or both signs, must be made of retroreflective NSBY material, and each sign must be illuminated.

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- 3.52.4 The sides of the bus body must be marked with retroreflective NSBY material at least 1¾ inches wide. The material must extend the length of the bus body and be located vertically between the floor line and the beltline.
- 3.53 Road Speed Control: Each bus must be equipped with a vehicle speed limiter that prevents the bus from exceeding 65 miles per hour.
- 3.54 Rub Rails
- 3.54.1 Each side of the bus must have three rub rails. The first rub rail must be located at or no more than 8 inches above the seat-cushion level. The second rub rail must be located immediately below the window line. The third rub rail must be located 10 inches or less above the floor line and must cover the same longitudinal span as the upper rub rails, except at the wheel housing. All rub rails must extend the length of the left side of the bus and, on the right side, from the rear side of the entrance door to the rear of the bus.
- 3.54.2 Except on Type A buses, the two upper rub rails must wrap around the bus body, except at the emergency door or any maintenance-access door.
- 3.54.3 A snow rail must be installed at the bottom edge of the body side skirts.
- 3.54.4 Rub rails above the floor line must be attached at each body post and at every other upright structural member.
- 3.54.5 Each rub rail must be at least 4 inches wide in its finished form and must be constructed of 16-gauge steel or another material of equivalent strength suitable to help protect the body side panels from damage. Rub rails must be constructed in a corrugated or ribbed fashion.
- 3.54.6 Rub rails must be applied outside the body or outside the body posts. Pressed-in or snap-on rub rails do not satisfy this requirement. Rub rails need not extend around the rear corners on a Type A-1 vehicle using the body provided by the chassis manufacturer or on a Type A-2, B, C, or D bus containing a rear luggage compartment or rear engine compartment.
- 3.55 Seats and Restraining Barriers
- 3.55.1 Passenger Seating
- 3.55.1.1 School bus design capacities must comply with 49 CFR 571.3 and FMVSS No. 222, School Bus Passenger Seating and Crash Protection.
- 3.55.1.2 Seats must have a minimum cushion depth of 15 inches and a seat-back height of at least 24 inches above the seating reference point and must comply with all other requirements of FMVSS No. 222.
- 3.55.1.3 Restraining barriers and passenger seats must be constructed with materials that enable them to meet the criteria of the School Bus Seat Upholstery Fire Block Test.
- 3.55.1.4 School buses equipped with front barriers must have modesty panels extending to the floor between the barrier leg and the side of the bus.
- 3.55.1.5 Each seat leg must be secured to the floor by means sufficient to conform to the applicable performance requirements of FMVSS No. 210 and FMVSS No. 222. Seats may be track-mounted in conformance with the applicable requirements of FMVSS No. 210 and FMVSS No. 222.
- 3.55.1.6 If track seating is installed, the manufacturer must provide the minimum and maximum seat-spacing dimensions applicable to the bus that comply with FMVSS No. 222. The dimensions must appear on a label permanently affixed to the bus.
- 3.55.1.7 School buses, including Type A buses, must be equipped with restraining barriers that conform to FMVSS No. 222.
- 3.55.1.8 A minimum clearance of 8 inches must be maintained between the top of the last seat and the rear interior of the bus.
- 3.55.1.9 Flip seats may not be used.
- 3.55.1.10 Lap-only seat belts may not be installed on passenger seats in large school buses with a gross vehicle weight rating (GVWR) greater than 10,000 pounds.
- 3.55.1.11 Each bus must be equipped with an electrical child-reminder system to assist the driver in checking for students left on board. An instructional placard explaining how to deactivate the system must be installed in the driver compartment.

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3.55.2 Preschool-Age Seating

3.55.2.1 Passenger seats designed to accommodate a child or infant carrier seat must comply with FMVSS No. 225, Child Restraint Anchorage Systems, and the National Highway Traffic Safety Administration's February 1999 Guideline for the Safe Transportation of Pre-School Age Children in School Buses. See subsection 3.55.1.10. A minimum distance of 27 inches, measured at seat-cushion level, must be maintained between the back of the seat back or barrier and the front of the seat back immediately to the rear.

3.55.2.2 Child safety restraint systems may not be installed in front of emergency-exit windows.

3.55.3 Rated Capacity

3.55.3.1 Each bus must be equipped with a rated-capacity sticker or plate that is readily visible inside the bus. The sticker or plate must state the maximum designed passenger seating capacity, excluding the driver. On buses with track seating, the sticker or plate must state the maximum passenger seating capacity permitted by the track-seating configuration, excluding the driver.

3.55.4 Driver Seat

3.55.4.1 The driver's seat supplied by the body manufacturer must be a high-back seat with right-side armrests and a cloth seating surface. The seat may have air suspension. The seat back must be adjustable to a minimum of 15 degrees without the use of tools. The seat must be equipped with a head restraint that accommodates occupants ranging from a 5th-percentile adult female to a 95th-percentile adult male, as defined in FMVSS No. 208, Occupant Crash Protection.

3.55.4.2 Type A buses may use the standard driver's seat provided by the chassis manufacturer.

3.55.5 Driver Restraint System

3.55.5.1 A Type 2 lap-shoulder belt must be provided for the driver. The shoulder belt must have a height adjuster unless the belt is integrated with the driver's seat.

3.55.5.2 The assembly must be equipped with an emergency-locking retractor for the continuous belt system. Except on a Type A bus equipped with the chassis manufacturer's standard driver's seat, the lap portion of the belt system must be guided or anchored to prevent the driver from sliding sideways under the belt. The lap-shoulder belt must allow easy adjustment and effectively protect drivers ranging in size from a 5th-percentile adult female to a 95th-percentile adult male.

3.55.5.3 The driver's seat belt must be a high-visibility color.

3.55.6 Webbing Cutter

3.55.6.1 Each bus must be equipped with a durable webbing cutter having a full-width handgrip and a protected, replaceable or non-corrodible blade. The webbing cutter must be mounted so that it is readily accessible to the seated driver and easily detachable.

3.56 Shock Absorbers

3.56.1 Each bus must be equipped with double-action shock absorbers compatible with the manufacturer's rated axle capacity at each wheel location.

3.57 Side Skirts

3.57.1 The school bus body side skirts between the front and rear axles must extend downward to within 2 inches above or below the horizontal line extending from the center of the front spindle to the center of the rear axle. The manufacturer may offer optional side-skirt lengths that extend below this required range. The side-skirt measurement must be taken on a new, unloaded school bus located on a flat, level surface.

3.58 Steering Gear

3.58.1 The steering gear must be approved by the chassis manufacturer and designed to ensure safe and accurate performance when the bus is operated at maximum load and maximum speed.

3.58.2 If external adjustments are required, the steering mechanism must be accessible for adjustment.

3.58.3 The steering apparatus may not be modified without the approval of the chassis manufacturer.

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- 3.58.4 A clearance of at least 2 inches must be maintained between the steering wheel and the cowl, instrument panel, windshield, or any other surface.
- 3.58.5 Power steering is required and must be of the integral type, with integrated components such as valves, piston, gear drive, worm shaft, and motors.
- 3.58.6 The steering system must provide a means to lubricate all wear points that are not permanently lubricated.
- 3.58.7 On Types C and D buses, the steering column must have tilt capability and may have telescopic capability.
- 3.59 Steps
 - 3.59.1 Each bus with a passenger capacity of 36 or more must have a three-step stepwell.
 - 3.59.2 The first step at the entrance door must be between 10 and 16 inches from the ground, measured from the top surface of the step to the ground. An auxiliary step may be provided to compensate for increased ground-to-first-step clearance. The auxiliary step need not be enclosed.
 - 3.59.3 Step risers may not exceed 10 inches in height. When plywood is installed over a steel floor or step, the riser height may be increased by the thickness of the plywood.
 - 3.59.4 Except for an auxiliary step permitted under subsection 3.59.2, steps must be enclosed to prevent the accumulation of ice and snow.
 - 3.59.5 Steps may not protrude beyond the side body line.
- 3.60 Step Treads
 - 3.60.1 All steps, including the floor-line platform area, must be covered with an elastomer floor covering having a minimum overall thickness of 0.187 inch.
 - 3.60.2 The step covering must be permanently bonded to durable backing material that is resistant to corrosion.
 - 3.60.3 Steps, including the floor-line platform area, must have white nosing that contrasts in color by at least 70 percent, as determined under section II, *Color Contrast—Step Edges, Lift Platform Edges*, of the appendix to 36 CFR part 1192
 - 3.60.4 Step treads must have the following characteristics:
 - 3.60.4.1 Abrasion Resistance
 - 3.60.4.1.1 Step-tread material weight loss may not exceed 0.40% when tested in accordance with ASTM D4060, Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser, using a CS-17 wheel, a 1,000-gram load, and 1,000 cycles.
 - 3.60.4.2 Weathering Resistance
 - 3.60.4.2.1 Step treads may not break, crack, or check after seven days of ozone exposure at 50 phm and 40 degrees Celsius and seven days of Weatherometer exposure in accordance with ASTM D750, Standard Practice for Rubber Deterioration Using Artificial Weathering Apparatus.
 - 3.60.4.3 Flame Resistance
 - 3.60.4.3.1 Step treads must have a calculated burn rate of 0.01 millimeter per minute or less using the test methods, procedures, and formulas specified in FMVSS No. 302, Flammability of Interior Materials.
 - 3.60.5 Spray-applied material may be used instead of the elastomer floor covering required under subsection 3.60.1 if it meets subsections 3.60.2 through 3.60.4. The material must be applied to the interior surfaces of the service-door step treads and to any exterior step-tread surfaces not covered by undercoating.
- 3.61 Stirrup Steps
 - 3.61.1 If the windshield and lamps are not easily accessible from the ground, each bus must have at least one folding stirrup step or recessed foothold installed on each side of the front body to permit cleaning. A grab handle may also be installed in conjunction with each step or foothold. Steps installed in or on the front bumper may be used instead of the stirrup steps or recessed footholds if the windshield and lamps are easily accessible for cleaning from that position.
- 3.62 Stop Signal Arm

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- 3.62.1 Each bus must have a stop signal arm that complies with FMVSS No. 131, School Bus Pedestrian Safety Devices. The arm must be equipped with LED lamps incorporating a strobe function that operates in compliance with FMVSS No. 131. Both faces of the arm must be fully illuminated.
- 3.62.2 A second stop signal arm may be installed near the rear of the bus on the driver's side. The second arm must meet the specifications in subsection 3.62.1, except that only the surface facing traffic approaching the bus from the rear must be marked and illuminated.
- 3.63 Storage Compartments
 - 3.63.1 A storage container for tools, tire chains, tow chains, or other equipment may be installed inside or outside the passenger compartment. If installed inside the passenger compartment, the container must be fastened to the floor and have a cover with a positive fastening device.
 - 3.63.2 A storage compartment must be provided in the driver compartment for route sheets, cleaning supplies, and other driver essentials. The storage compartment must have a closable door and a minimum capacity of 500 cubic inches.
- 3.64 Sun Shield
 - 3.64.1 A Type B, Type C, or Type D school bus must have an adjustable, transparent interior sun shield installed in a position convenient for use by the driver. The sun shield must have a finished edge and measure at least 6 inches by 30 inches.
 - 3.64.2 The chassis manufacturer must install the sun shield (visor) on a Type A school bus.
- 3.65 Suspension Systems
 - 3.65.1 The capacity of springs or suspension assemblies must be commensurate with the chassis manufacturer's gross vehicle weight rating (GVWR).
 - 3.65.2 Rear leaf springs shall be of a progressive-rate or multi-stage design. Front leaf springs must have a stationary eye at one end and must be protected by a wrapped leaf in addition to the main leaf.
- 3.66 Throttle
 - 3.66.1 The force required to operate the throttle must not exceed 16 pounds throughout the full range of accelerator-pedal travel.
- 3.67 Tires and Rims
 - 3.67.1 Rims and tires of the proper size and load rating **must** be provided and be commensurate with the chassis manufacturer's gross vehicle weight rating (GVWR). All wheel rims must be the same size to allow interchangeability. The use of multi-piece rims is not permitted.
 - 3.67.2 Dual rear tires must be provided on Type A-2, Type B, Type C, and Type D school buses.
 - 3.67.3 All tires on a vehicle must be tubeless radial tires and must be of the same size. The load range of the tires must meet or exceed the requirements of FMVSS No. 120, Tire Selection and Rims for Vehicles Other Than Passenger Cars.
 - 3.67.4 If the vehicle is equipped with a spare tire and rim assembly, it must be the same size as those mounted on the vehicle.
 - 3.67.5 If a tire carrier is required, it must be securely mounted in an accessible location outside the passenger compartment.
- 3.68 Towing Attachment Points: Front and rear towing devices (such as tow hooks, tow eyes, or other towing attachment points) must be furnished to assist in the retrieval of buses that are stuck or for towing buses when a wrecker with a wheel lift or an axle lift is not available or cannot be used on the towed vehicle.
 - 3.68.1 Towing devices must be attached to the chassis frame either by the chassis manufacturer or in accordance with the chassis manufacturer's specifications.
 - 3.68.2 Each towing device must have a strength rating of 13,500 pounds per attachment point, for a combined rating of 27,000 pounds, with the force applied in the rearward direction, parallel to the ground, and parallel to the longitudinal axis of the chassis frame rail. For pulling and lifting purposes, two hooks are intended to be used simultaneously. When pulling, angularity applied to the tow hooks will decrease the capacities of the tow hooks.
 - 3.68.3 The towing devices must be mounted so that they do not project forward of the front bumper or rearward of the rear bumper.

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- 3.68.4 Type A buses are exempt from the requirement for front tow hooks or tow eyes because of built-in crush zones.
- 3.69 Traction Assisting Devices
- 3.69.1 If installed, sanders must:
- 3.69.1.1 Be of the hopper-cartridge-valve type;
 - 3.69.1.2 Have a metal hopper with all interior surfaces treated to prevent moisture condensation.
 - 3.69.1.3 Have at least 100-pound grit capacity;
 - 3.69.1.4 Have a cover that screws in place on the filler opening of the hopper, thereby sealing the unit air-tight;
 - 3.69.1.5 Have discharge tubes extending under the fender wheel housing to the front of each rear wheel;
 - 3.69.1.6 Have non-clogging discharge tubes with slush-proof, non-freezing rubber nozzles;
 - 3.69.1.7 Be operated by an electric switch with an indicator lamp mounted on the instrument panel located so as to be exclusively controlled by the driver;
 - 3.69.1.8 Be equipped with a gauge to indicate that the hopper has reached the one-quarter level and needs to be refilled; and
 - 3.69.1.9 Be designed to prevent freezing of all activation components and moving parts.
- 3.70 Transmission
- 3.70.1 Automatic transmissions must have at least three forward speeds and one reverse speed. If equipped with a mechanical shift selector, the selector must provide a detent between each gear position when the gear selector quadrant and shift selector are not steering-column-mounted.
 - 3.70.2 Automatic transmissions must have a transmission shift interlock activated by application of the service brake to prohibit accidental engagement of the transmission.
- 3.71 Trash Container and Holding Device
- 3.71.1 A trash container may be provided and secured by a holding device designed to prevent movement and allow for easy removal and replacement. If installed, the trash container must be located in an accessible location in the driver's compartment without obstructing passenger access to the entrance door.
- 3.72 Turning Radius
- 3.72.1 A chassis with a wheelbase of 264 inches or less shall have a right and left turning radius of not more than 42 1/2 feet, curb to curb measurement.
 - 3.72.2 A chassis with a wheelbase of 265 inches or more shall have a right and left turning radius of not more than 44 1/2 feet, curb to curb measurement.
- 3.73 Undercoating
- 3.73.1 The entire underside of the bus body, including floor sections, crossmembers, and below-floor-line side panels, must be coated with rust-proofing material for which the material manufacturer has issued to the bus body manufacturer a notarized certification that the material meets or exceeds the performance requirements of SAE J1959 (September 2003 edition).
 - 3.73.2 The undercoating material must be applied with suitable airless or conventional spray equipment to the undercoating material manufacturer-recommended film thickness and must show no evidence of voids in the cured film.
 - 3.73.3 The undercoating material must not cover any exhaust components of the chassis. The undercoating material must not cover any high-voltage components or cables of a battery-electric or hybrid-electric chassis.
- 3.74 Ventilation (See also subsection 3.3 of this regulation.)
- 3.74.1 The bus body must be equipped with a properly controlled ventilation system with sufficient capacity to maintain the proper quantity of airflow under operating conditions without opening a window, except in extremely warm weather.

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- 3.74.2 Static-type, nonclosable exhaust ventilation must be installed in a low-pressure area of the roof.
- 3.74.3 Roof hatches designed to provide ventilation in all exterior weather conditions may be provided.
- 3.75 Wheel Housing
 - 3.75.1 The wheel housing opening must allow for easy tire removal and service.
 - 3.75.2 Wheel housings must be attached to the floor sheets in a manner to prevent any dust, water, or fumes from entering the body. Wheel housings must be constructed of 16-gauge steel (or thicker).
 - 3.75.3 The inside height of the wheel housings above the floor line must not exceed 12 inches.
 - 3.75.4 The wheel housings must provide clearance for installation and use of tire chains on single and dual (if so equipped) power-driving wheels.
 - 3.75.5 No part of a raised wheel housing must extend into the emergency-door opening.
- 3.76 Windows
 - 3.76.1 Other than emergency exits designated to comply with FMVSS No. 217, Bus Emergency Exits and Window Retention and Release, each side window must provide an unobstructed opening of at least 9 inches high but not more than 13 inches high and at least 22 inches wide, when the window is lowered. One side window on each side of the bus may be less than 22 inches wide.
 - 3.76.2 All glass (windshield, service and emergency doors, side and rear windows) may be equipped with maximum integral tinting allowed by federal, State, or American National Standards Institute (ANSI) for the respective locations, except the windows rearward of the driver's compartment, if tinted, must have approximately 28 percent light transmission.
- 3.77 Windshield Washers: A windshield washer system must be provided.
- 3.78 Windshield Wipers
 - 3.78.1 A variable-speed windshield wiping system with an intermittent feature must be provided and operated by a single switch.
 - 3.78.2 The wipers must meet the requirements of FMVSS No. 104, Windshield Wiping and Washing Systems.

4.0 Standards for Specially Equipped School Buses

- 4.1 General Requirements
 - 4.1.1 A specially equipped school bus must comply with this regulation and the Federal Motor Vehicle Safety Standards applicable to the school bus's gross vehicle weight rating (GVWR) category.
 - 4.1.2 A school bus used to transport a student who uses a wheelchair or other mobility positioning device, or who requires life-support equipment that prevents use of the regular service entrance, must be equipped with a power lift.
 - 4.1.3 A lift-equipped school bus with a rated passenger capacity of 48 through 60 passengers must have a flat floor.
 - 4.1.4 Padded barriers must be installed to protect wheelchair positions where passenger seating does not provide a protective barrier.
 - 4.1.5 Passenger seats must comply with 49 CFR 571.222, School Bus Passenger Seating and Crash Protection. The distance measured at seat-cushion level between the back of a seat back or barrier and the front of the next seat back to the rear must be at least 27 inches.
 - 4.1.6 Passenger seats must have lap-shoulder belts as follows:
 - 4.1.6.1 A 39-inch seat must have three lap-shoulder belts.
 - 4.1.6.2 A 30-inch or 36-inch seat must have two lap-shoulder belts.
 - 4.1.7 Passenger seats must have integrated child safety restraint systems as follows:
 - 4.1.7.1 A 39-inch seat must have two integrated positions.
 - 4.1.7.2 A 36-inch seat must have two integrated positions.
 - 4.1.7.3 A 30-inch seat must have one integrated position.
 - 4.1.8 If applicable seating positions are available, a specially equipped school bus must have passenger-seat rows equipped with integrated child safety restraint systems as follows:

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- 4.1.8.1 A school bus with a rated passenger capacity of 60 or more passengers must have at least 5 rows.
- 4.1.8.2 A school bus with a rated passenger capacity of 49 through 59 passengers must have at least 4 rows.
- 4.1.8.3 A school bus with a rated passenger capacity of 48 or fewer passengers must have at least 3 rows.
- 4.1.9 Lower Anchors and Tethers for Children systems may be installed when requested by the purchaser. If requested, the systems must be provided as follows:
 - 4.1.9.1 A 39-inch seat must have two systems.
 - 4.1.9.2 A 30-inch or 36-inch seat must have one system.
- 4.1.10 A specially equipped school bus must not be equipped with a vehicle ramp.
- 4.1.11 A specially equipped school bus must have heating and air-conditioning systems that comply with subsection 3.32 of this regulation.
- 4.2 Aisles
 - 4.2.1 A school bus equipped with a power lift must have a clear pathway at least 30 inches wide leading from each wheelchair securement position to at least one emergency exit door that is at least 30 inches wide.
 - 4.2.2 A wheelchair securement position must not be located directly in front of a power-lift door.
- 4.3 Glazing
 - 4.3.1 Tinted glazing may be installed in a door, window, or windshield if the glazing complies with 49 CFR 571.205, Glazing Materials; subsection 3.76.2; and applicable State and local law.
 - 4.3.2 Tinted glazing installed in a special service entrance door must also comply with subsection 4.14.7.
- 4.4 Handrails
 - 4.4.1 A specially equipped school bus must have two handrails, one on the left side and one on the right side of the stepwell, to assist passengers when entering or exiting the school bus.
 - 4.4.2 Each handrail must be designed to prevent entanglement, as demonstrated by passing the National Highway Traffic Safety Administration (NHTSA) string-and-nut test.
- 4.5 Identification
 - 4.5.1 A specially equipped school bus must display three International Symbol of Accessibility emblems below the window line. Each emblem must be white on a blue or black background, must not exceed 12 inches by 12 inches, and must be made of high-intensity retroreflective material that meets Federal Highway Administration (FHWA) FP-85, *Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects*.
 - 4.5.2 The emblems required under subsection 4.5.1 must be located as follows:
 - 4.5.2.1 One emblem on the front of the school bus body;
 - 4.5.2.2 One emblem on the rear of the school bus body or rear bumper; and
 - 4.5.2.3 One emblem on the special service entrance.
- 4.6 Passenger Capacity Rating
 - 4.6.1 When determining the passenger capacity of a school bus for purposes other than actual passenger load, including vehicle classification or billing and reimbursement models, each location intended for securement of a wheelchair during vehicle operation must be regarded as four designated seating positions, and each lift area must be regarded as four designated seating positions.
- 4.7 Power Lifts
 - 4.7.1 The power lift must be located on the right side of the bus body.
 - 4.7.2 Vehicle Lift and Installation
 - 4.7.2.1 Vehicle lifts and installations must comply with FMVSS No. 403, Platform Lift Systems for Motor Vehicles, and FMVSS No. 404, Platform Lift Installations in Motor Vehicles. For a lift located near the rear of the bus, the power unit must be located forward of the lift, with the

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controls secured to the interior of the lift door. For a lift located near the front of the bus, the power unit must be located rearward of the lift, with the controls secured to the interior of the lift door.

4.7.2.2 The design load of the lift must be at least 800 pounds. Working parts, including cables, pulleys, and shafts, that can be expected to wear and upon which the lift depends for support of the load must have a safety factor of at least six, based on the ultimate strength of the material. Non-working parts, including the platform, frame, and attachment hardware, that would not be expected to wear must have a safety factor of at least three, based on the ultimate strength of the material.

4.7.2.3 The lifting mechanism and platform must be capable of operating effectively with a wheelchair and occupant having a combined mass of at least 800 pounds.

4.7.2.4 The lift controls must comply with 49 CFR 571.403, S6.7, Control Systems.

4.7.2.5 Emergency operation of the lift must comply with 49 CFR 571.403, S6.9, Backup Operation.

4.7.2.6 Lift operation during a power or equipment failure must comply with 49 CFR 571.403, S6.2.2, Maximum Platform Velocity.

4.7.2.7 Platform barriers must comply with 49 CFR 571.403, S6.4.7, Wheelchair Retention.

4.7.2.8 The platform surface must comply with 49 CFR 571.403, S6.4.2 and S6.4.3, Platform Requirements.

4.7.2.9 Platform gaps and entrance ramps must comply with 49 CFR 571.403, S6.4.4, Gaps, Transitions, and Openings.

4.7.2.10 Platform deflection must comply with 49 CFR 571.403, S6.4.5, Platform Deflection.

4.7.2.11 Platform movement must comply with 49 CFR 571.403, S6.2.3, Maximum Platform Acceleration.

4.7.2.12 The lift must permit wheelchair and mobility-aid users to board while facing either inboard or outboard.

4.7.2.13 Handrails must comply with 49 CFR 571.403, S6.4.9, Handrails.

4.7.2.14 If electrical power is used, a resettable circuit breaker must be installed between the power source and the lift motor. The circuit breaker must be located as close to the power source as possible but may not be located within the passenger or driver compartment.

4.7.2.15 Protection against excessive pressure must comply with 49 CFR 571.403, S6.8, Jacking Prevention.

4.7.3 Documentation

4.7.3.1 Each vehicle equipped with a lift must include a telephone number through which information about installation, repair, and replacement parts may be obtained. The vendor must make detailed written instructions and a parts list available upon request.

4.7.3.2 Detailed lift-use instructions must be readily visible when the lift door is open. The instructions must include a diagram showing the proper placement and positioning of wheelchairs and mobility aids on the lift.

4.7.3.3 The lift manufacturer must make training materials available to ensure proper use and maintenance of the lift. Training materials may include instructional videos, classroom curricula, system test results, or other related materials.

4.7.3.4 Each lift must be permanently and legibly marked or must have a non-removable label or tag stating that the lift conforms to all applicable requirements of the current National School Transportation Specifications and Procedures. Upon request of the original titled purchaser, the lift manufacturer or an authorized representative must provide an original or photocopied notarized certificate of conformance stating that the lift system meets all applicable requirements of the current National School Transportation Specifications and Procedures.

4.8 Regular Service Entrance

4.8.1 On power-lift-equipped school buses, the steps must be the full width of the stepwell, excluding the thickness of the doors in the open position.

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- 4.9 Restraining Devices
 - 4.9.1 On power-lift-equipped school buses with a GVWR of 10,000 pounds or more, seat frames may be equipped with attachment points to which seat belt assemblies may be attached for use with child safety restraint systems (CSRs) that comply with FMVSS No. 213, Child Restraint Systems. Each seat belt assembly anchorage must comply with FMVSS No. 210, Seat Belt Assembly Anchorages.
 - 4.9.2 Alternatively, a child restraint anchorage system complying with FMVSS No. 225, Child Restraint Anchorage Systems, may be installed.
 - 4.9.3 Seat belt assemblies, if installed, must comply with FMVSS No. 209, Seat Belt Assemblies.
 - 4.9.4 Child safety restraint systems used on the school bus must comply with FMVSS No. 213, Child Restraint Systems.
- 4.10 Seating Arrangements
 - 4.10.1 Seat spacing may be adjusted to accommodate special devices and meet passenger requirements. All passenger seats must face forward and comply with FMVSS No. 222, School Bus Passenger Seating and Crash Protection.
- 4.11 Securement and Restraint Systems for Wheelchairs or Mobility Aids and Their Occupants
 - 4.11.1 For purposes of this section, “securement” and “tiedown” refer exclusively to devices that anchor a wheelchair or mobility aid to the school bus. “Restraint” and “restraint system” refer exclusively to equipment intended to limit movement of the occupant during a crash or sudden maneuver. “Wheelchair tiedown and occupant restraint system” or “WTORS” refers to the complete system that secures the wheelchair or mobility aid and restrains its occupant.
 - 4.11.2 WTORS General Requirements
 - 4.11.2.1 A WTORS installed in a specially equipped school bus must be designed, installed, and operated for use with forward-facing, wheelchair-seated passengers and must comply with all applicable requirements of FMVSS No. 222, School Bus Passenger Seating and Crash Protection, and SAE J2249, Wheelchair Tiedown and Occupant Restraint Systems for Use in Motor Vehicles. An ANSI/RESNA WC18-compliant WTORS may be specified when transporting a wheelchair that fully complies with WC19 (2012) and includes a crash-tested, wheelchair-anchored pelvic belt. Floor anchors must provide adjustability for all types and sizes of wheelchairs.
 - 4.11.2.2 Wheelchair securement positions must be located so that wheelchairs and their occupants do not block access to the lift door or emergency exits.
 - 4.11.2.3 A storage device must be provided for the WTORS. When the WTORS is not in use, the storage device must allow the system to be stored cleanly, keep it securely contained within the passenger compartment, provide reasonable protection from vandalism, and allow it to be readily accessed for use.
 - 4.11.2.4 The WTORS, including its storage device, must comply with FMVSS No. 302, Flammability of Interior Materials.
 - 4.11.2.5 The following information must be provided with each school bus equipped with a securement and restraint system:
 - 4.11.2.5.1 A telephone number through which information about installation, repair, and replacement parts may be obtained. The vendor must make detailed written instructions and a parts list available upon request.
 - 4.11.2.5.2 Detailed use instructions, including a diagram showing the proper placement of wheelchairs or mobility aids and the proper positioning of securement devices and occupant restraints, including correct belt angles.
 - 4.11.2.6 The WTORS manufacturer must make training materials available to ensure proper use and maintenance of the WTORS. Training materials may include instructional videos, classroom curricula, system test results, or other related materials.
 - 4.11.3 Wheelchair Securement and Tiedown
 - Each wheelchair position in a specially equipped school bus must comply with 49 CFR 571.222, S5.4.1 and S5.4.2, and have a minimum clear floor area of 30 inches laterally by 52 inches longitudinally. Additional floor area may be required for some wheelchairs. Consultation between the user and manufacturer is recommended to ensure that adequate floor area is provided.

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4.11.4 Occupant Restraint System

The occupant restraint system must comply with 49 CFR 571.222, S5.4.3 and S5.4.4. If the upper-torso-belt anchorage is more than 44 inches above the vehicle floor, an adjustment device that is part of the occupant restraint system must be provided.

4.12 Special Light: Doorways in which lifts are installed must be equipped with a special light that provides a minimum of 2 foot-candles of illumination, measured on the floor of the bus immediately adjacent to the lift and on the lift platform during lift operation.

4.13 Special Service Entrance

4.13.1 School bus bodies equipped with power lifts must have a special service entrance to accommodate the power lift. A special service entrance is not required if the lift is designed to operate within the regular service entrance and can be stowed without blocking the regular service entrance in any way or impeding a person entering or exiting the school bus in any way.

4.13.2 The special service entrance and door must be located on the right side of the school bus and must be designed not to obstruct the regular service entrance.

4.13.3 The opening may extend below the floor through the bottom of the body skirt. If the opening extends below the floor, reinforcements must be installed at the front and rear of the floor opening to support the floor and provide strength equivalent to that of other floor openings.

4.13.4 A drip molding must be installed above the special service entrance to effectively divert water from the entrance.

4.13.5 Door posts and headers at the special service entrance must be reinforced sufficiently to provide support and strength equivalent to that of the portions of the bus side not occupied by the special service entrance.

4.14 Special Service Entrance Door

4.14.1 A single door must be used for the special service entrance. The door must have rub rails.

4.14.2 The special service entrance must have a door opening 57 inches high.

4.14.3 The door must be hinged to the forward side of the entrance unless this would obstruct the regular service entrance. If the door is hinged to the rearward side of the doorway, the door must have a safety mechanism that prevents the door from swinging open if the primary door latch fails.

4.14.4 The door must have positive fastening devices that hold the door in the open position when the special service entrance is in use.

4.14.5 The door must be weather-sealed.

4.14.6 Door materials, panels, and structural components must have strength equivalent to that of conventional service and emergency doors. Color, rub-rail extensions, lettering, and other exterior features must match adjacent sections of the school bus body.

4.14.7 The door must have windows set in a waterproof manner that are visually similar in size and location to adjacent non-door windows. The glazing must be of the same type and tint as the standard fixed glazing in the side windows.

4.14.8 The door must be equipped with a device that actuates an audible or visible signal in the driver's compartment when the door is not securely closed and the ignition is in the on position.

4.14.9 A switch must be installed so that the lift mechanism cannot operate when the lift-platform door is closed.

4.14.10 The special service entrance door must be equipped with padding at the top edge of the door opening. The padding must be at least 3 inches wide and 1 inch thick and must extend the full width of the door opening.

4.15 Support Equipment and Accessories

4.15.1 In addition to the webbing cutter required by subsection 3.55.6, a specially equipped school bus that is configured to accommodate wheelchairs or other assistive or restraint devices with attached webbing must contain an additional webbing cutter. The additional webbing cutter must comply with subsection 3.55.6 and be properly secured in a location determined by the purchaser.

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- 4.15.2 Special equipment or supplies used on the school bus for mobility assistance, health support, or safety purposes must comply with applicable local, federal, and engineering standards, including identification requirements. Equipment that may be used for these purposes includes:
- 4.15.2.1 Wheelchairs and other mobile seating devices. See subsection 4.11.
 - 4.15.2.2 Crutches, walkers, canes, and other devices that assist ambulation.
 - 4.15.2.3 Medical-support equipment, including respiratory devices such as oxygen bottles or ventilators. Oxygen bottles should have a capacity no greater than 38 cubic feet of compressed gas. Tanks and valves should be positioned to protect them from direct sunlight, school bus heater vents, and other heat sources. Medical-support equipment may also include intravenous and fluid-drainage apparatuses.
- 4.15.3 A specially equipped school bus that is configured to accommodate wheelchairs or other assistive restraint devices must be equipped with an emergency-evacuation device certified and tested to withstand a load of at least 300 pounds when used as an emergency stretcher or drag. The device must be enclosed in a nonmetallic pouch identified on the front with its contents. The pouch must be properly secured to the rear wall of the school bus by the emergency exit door.
- 4.15.4 A specially equipped school bus that is configured to accommodate wheelchairs or other assistive restraint devices must be equipped with a wool fire blanket measuring 62 inches by 80 inches. The blanket must be enclosed in a nonmetallic pouch identified on the front with its contents. The pouch must be mounted on the rear wall of the school bus by the emergency exit door.
- 4.15.5 If oxygen is transported, the oxygen-equipment mounts may be tested in accordance with SAE J3043_202505, Ambulance Equipment Mount Device or Systems.
- 4.15.6 A specially equipped school bus must be equipped with heating and air-conditioning systems that comply with subsection 3.32.

5.0 Additional Standards for School Buses Used for Identified Special Programs

- 5.1 A school bus used for an identified special program must comply with the applicable requirements of Section 3.0 and the additional requirements of this section.
- 5.2 Specially Equipped School Buses Without a Wheelchair Lift
- 5.2.1 A school bus identified as specially equipped but not equipped with a wheelchair lift must comply with Section 3.0 and the following additional requirements.
- 5.2.1.1 Passenger seats must comply with 49 CFR 571.222, School Bus Passenger Seating and Crash Protection. The distance measured at seat-cushion level between the back of a seat back or barrier and the front of the next seat back to the rear must be at least 27 inches..
 - 5.2.1.2 Passenger seats must be equipped as follows:
 - 5.2.1.2.1 Passenger seats must have lap-shoulder belts:
 - 5.2.1.2.1.1 A 39-inch seat must have three lap-shoulder belts.
 - 5.2.1.2.1.2 A 30-inch or 36-inch seat must have two lap-shoulder belts.
 - 5.2.1.2.2 Passenger seats must have integrated child safety restraint systems:
 - 5.2.1.2.2.1 A 39-inch seat must have two integrated positions.
 - 5.2.1.2.2.2 A 36-inch seat must have two integrated positions.
 - 5.2.1.2.2.3 A 30-inch seat must have one integrated position.
 - 5.2.1.2.3 A specially equipped school bus without a wheelchair lift must have passenger-seat rows equipped with integrated child safety restraint systems as follows:
 - 5.2.1.2.3.1 A school bus with a rated passenger capacity of 60 or more passengers must have at least 5 rows.
 - 5.2.1.2.3.2 A school bus with a rated passenger capacity of 49 through 59 passengers must have at least 4 rows.
 - 5.2.1.2.3.3 A school bus with a rated passenger capacity of 48 or fewer passengers must have at least 3 rows.

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5.2.1.3 Lower Anchors and Tethers for Children systems may be installed when requested by the purchaser. If requested, a 39-inch seat must have two systems, and a 30-inch or 36-inch seat must have one system.

5.2.1.4 Two handrails, one at the front and one at the rear of the stepwell, must be provided to assist passengers entering or exiting the school bus. The handrails must be designed to prevent entanglement, as demonstrated by the NHTSA string-and-nut test.

5.2.1.5 In addition to the webbing cutter required by subsection 3.55.6, a specially equipped school bus without a wheelchair lift that is configured to accommodate assistive or restraint devices with attached webbing must contain an additional webbing cutter. The additional webbing cutter must comply with subsection 3.55.6 and be properly secured in a location determined by the purchaser.

5.2.1.6 A specially equipped school bus without a wheelchair lift must be equipped with heating and air-conditioning systems that comply with subsection 3.32.

5.3 School Buses Used for Early Childhood Programs

5.3.1 A school bus used to transport students enrolled in an early childhood program must comply with Section 3.0 and the following additional requirements.

5.3.1.1 Passenger seats must be equipped as follows:

5.3.1.1.1 Passenger seats must have integrated child safety restraint systems:

5.3.1.1.1.1 A 39-inch seat must have two integrated positions.

5.3.1.1.1.2 A 36-inch seat must have two integrated positions.

5.3.1.1.1.3 A 30-inch seat must have one integrated position.

5.3.1.1.2 A school bus used for an early childhood program must have passenger-seat rows equipped with integrated child safety restraint systems as follows:

5.3.1.1.2.1 A school bus with a rated passenger capacity of 60 or more passengers must have at least 5 rows.

5.3.1.1.2.2 A school bus with a rated passenger capacity of 49 through 59 passengers must have at least 4 rows.

5.3.1.1.2.3 A school bus with a rated passenger capacity of 48 or fewer passengers must have at least 3 rows.

5.3.1.1.3 Lower Anchors and Tethers for Children systems may be installed when requested by the purchaser.

5.3.1.2 Two handrails, one at the front and one at the rear of the stepwell, must be provided to assist passengers entering or exiting the school bus. The handrails must be designed to prevent entanglement, as demonstrated by the NHTSA string-and-nut test.

5.3.1.3 In addition to the webbing cutter required by subsection 3.55.6, a school bus used for an early childhood program that is configured to accommodate assistive or restraint devices with attached webbing must contain an additional webbing cutter. The additional webbing cutter must comply with subsection 3.55.6 and be properly secured in a location determined by the purchaser.

5.3.1.4 A school bus used for an early childhood program must be equipped with heating and air-conditioning systems that comply with subsection 3.32.

6.0 Multifunction School Activity Buses (MFSABs)

6.1 A MFSAB must meet all school bus chassis and body standards specified in the regulation.

6.2 A MFSAB must have all required federal and state equipment, color and identification standards specified for school buses.

6.3 A MFSAB must not stop on a roadway to load or unload students.