

INVITATION TO BID: 10 Used School Buses

Issue Date: May 13, 2026

Proposals Due: Thursday June 4, 2026

SUBMIT BIDS TO:

Maureen Williams

8201 Lansdowne Ave

Upper Darby, PA 19082

Email: mawilliams@upperdarbysd.org

PART I: GENERAL INFORMATION

The Upper Darby School District (“School District”) is a public-school district located in Delaware County, Pennsylvania.

A. PURPOSE OF INVITATION TO BID

The School District is soliciting responses to this Invitation to Bid (“ITB”) from experienced and capable organizations wishing to sell 10 used buses. The goal of district leadership is to partner with a professional organization with a proven track record of supporting the implementation and delivery of these services (the “Vendor”).

The ITB is designed to provide interested parties with sufficient basic information to submit bids (“Bids”) meeting minimum requirements but is not intended to limit a Bid’s content or exclude any relevant or essential information. Respondents are at liberty and are encouraged to expand upon the specifications to provide further evidence of service capability under any proposed agreement. The School District intends to select an entity that demonstrates the highest level of knowledge, competency, qualification and experience with the relevant tasks and duties.

The School District will evaluate timely submitted Bids and, if it determines that it is in the School District’s best interest, award a contract to the Bidder whose Bid is most advantageous to the School District, in the School District’s sole discretion. The School District reserves the right, in its sole discretion, to select or negotiate terms with one or more responding firms, to reject any and all Bids, to amend this ITB, and/or to waive any non-material variations or irregularities with the stated ITB conditions found in the Bids.

B. TIMELINE AND SELECTION

All times noted in the ITB are local times of the School District.

ITB Due Date: Thursday June 4, 2026 at 10:00 a.m

Sealed Bid Submission: Sealed Bids must be submitted to the Upper Darby School District, Attn: Maureen Williams, 8201 Lansdowne Ave, Upper Darby PA, 19082. Bids may be hand-delivered, delivered by overnight courier (FedEx, UPS, etc.), or mailed through USPS. Bidders’ Bids submitted after the ITB Due Date or Bids not submitted to the correct person will be rejected and not considered. Within one hour of the Bid Submission deadline, Bidders shall send an email to mawilliams@upperdarbysd.org with a copy or link to a searchable pdf of the Bid that is identical to the hard copy delivered.

Anticipated School District Selection: Tuesday June 16, 2026.

Review of Bid: The School District, at its sole discretion, may request a meeting and/or presentation to discuss a Bid. The meeting may be held in person or remotely.

C. ITB QUESTIONS

Any questions regarding the ITB shall be submitted by email to Maureen Williams, at mawilliams@upperdarbysd.org. The email must identify the person's name, contact information and entity. All questions must be submitted to the School District no later than Tuesday June 2, 2026 by 12 P.M. local time.

Bidders may not rely on oral responses to inquiries and shall only rely on written responses issued in writing by Maureen Williams. All clarifications, modifications, and corrections to the Bid Documents shall be issued in the form of Addenda and will be posted on the School District's website. Addenda shall become a part of and take precedence over the original Bid Documents and previously issued Addenda. Any information furnished related to the Project shall not be legally binding on the School District unless issued in an Addendum. It is each Bidder's responsibility to check the website periodically to obtain such responses and any amendments to the ITB.

Upon receipt of Bid Documents, Bidders shall verify that the documents are complete. Bidder shall notify the School District if the documents are incomplete or upon finding discrepancies or omissions in the Bid Documents. Each Bidder shall be responsible for the completeness of its set of Bid Documents. No allowance or concession will be made to a Bidder who complains of missing portions of Bid Documents or Addenda.

D. NO SCHOOL DISTRICT RESPONSIBILITY FOR COSTS OF RESPONSE

The School District expressly disclaims any responsibility to any party with regard to any costs incurred responding to this ITB or participating in the ITB process. If, for any reason whatsoever, the District rejects a Bidder's Bid, the Bidder agrees that it will not seek to recover profits on services not performed, to recover the costs for preparing the Bid, or assert a claim for unjust enrichment.

PART II: GUIDELINES FOR SUBMITTING A BID

A. REQUIRED INFORMATION

Responses shall include a qualification Bid as described below. The School District intends to review and evaluate the merits of the Bid based on an evaluation criterion which will review experience and pricing metrics as determined by the School District.

The Bid shall consist of a searchable PDF document with the Bidder's name and date on the cover page of the document. Submit a complete response to the ITB using the format outlined in Part IV of the ITB.

Emailed, faxed responses, and late bids will not be considered. Bids that are unsigned, improperly signed or sealed, or illegible, shall be rejected.

B. SCOPE OF SERVICES

The vehicles must be delivered, no later than **Thursday, July 9, 2026**. Vehicles must be delivered F.O.B. to: Upper Darby School District 8201 Lansdowne Ave. Upper Darby, PA 19082.

Cost of delivery shall be included in the Bid prices proposed. Late deliveries will result in a one percent (1%) late fee for each day the delivery, or any portion thereof, is late, which late fee shall be applied to such delayed Vehicle's invoice. In the School District's sole discretion, the School District may require that the Vendor loan to the School District replacement vehicles of the same size and type at Vendor's sole cost until Vendor delivers conforming Vehicles. Risk of loss shall not pass to the School District until final acceptance of the Vehicles. Defective or nonconforming Vehicles will be returned to Vendor at Vendor's sole cost and expense, and the risk of loss with respect to such Vehicles shall remain with Vendor.

Acceptance of delivery of Vehicles shall not constitute final acceptance by the School District. The School District shall have full power and authority to reject any Vehicle that is not in strict compliance with the Specifications. In the event that any Vehicle is rejected, Vendor shall furnish substitute vehicles acceptable to the School District at Vendor's sole expense. All Vehicles shall be in good working order, fit for the School District's purposes, and current with all maintenance, inspections, and registration.

Any title renewal, registration, licensing, or transfer charges, shall be assumed by the successful bidder, from acceptance of the bid, through the actual transfer of title to the School District. The vehicle must have current Pennsylvania Inspection tags. Vehicle title must accompany the vehicle at the time of delivery. The vehicles must have a current Pennsylvania license plate upon delivery.

Time is of the essence in the performance of the Contract Documents. If conforming Vehicles are not delivered by the delivery date, the School District may terminate the Contract by written notice and obtain substitute Vehicles elsewhere. Vendor shall promptly reimburse the School District for any loss or increased costs incurred as a result of obtaining such substitute Vehicles.

C. EVALUATION OF BIDS

It is the intent of the School District to select the most qualified firm/consultants that meets the needs of the School District. Bids will be assessed based on cost, timeline & methodology, historical performance/references, and demonstrated capability to meet school needs.

The proposed substitution will be evaluated by the School District and, if approved, published in an Addendum to all Bidders. At the School District's request, Bidders shall make the substitute vehicle available for inspection within twenty-four (24) hours of the School District's request.

PART III: BID PACKAGE

As noted in APPENDIX A

Attachment A – Bid Form

Attachment B – Non-Collusion Affidavit

Attachment C – Contractor Qualifications (Experience & References)

Attachment D – Insurance & Workers' Compensation Compliance

Documents must be typed, clearly legible, and signed by an authorized representative.

PART IV: WRITTEN AGREEMENT

A. FORM OF AGREEMENT

The form of written agreement the School District intends to enter with the Vendor will be an agreement which is subject to final solicitor review and approval. This ITB and the Vendor's Bid shall be incorporated by reference into the final written agreement, so each Bidder shall clearly indicate any ITB terms that it takes exception to in its Bid. In addition to indicating in the Bid any exceptions taken to the ITB terms, Bidders are encouraged, but not required, to provide a draft contract for review. A duly authorized officer or agent of the Bidder shall sign the Bid.

B. INSURANCE REQUIREMENTS AND LIMITS AND INDEMNIFICATION

The Vendor shall not commence work under the Contract until it has obtained all insurance required under this section and such insurance has been approved by the School District. All of the Vendor's liability insurance providers must be licensed and authorized to conduct business in the Commonwealth of Pennsylvania and shall have an A- or better rating plus a financial rating of VI or better with AM Best's Company Key Rating Guide – latest edition. The School District shall be named as an additional insured party on all liability policies except Workers' Compensation. Each policy shall provide that no cancellation or material change thereof shall be effective until thirty (30) days after written notice of intent to cancel has been given to the School District. Before performing any work for the School District, the Vendor shall furnish the School District with a certificate of insurance as evidence that such insurance has been obtained. The Vendor shall acquire and maintain throughout the term of the agreement the following minimum levels of insurance: (a) Workers' Compensation and Employer's Liability Insurance: Statutory limits as required by the Commonwealth of Pennsylvania. (b) General Liability Insurance: Not less than \$6,000,000 per occurrence and aggregate. (c) Automobile Liability Insurance: Not less than \$6,000,000 for injuries, including accidental death, and property damage, which shall include all hired and non-owned automobiles used by Vendor. (d) Vendor's Protective Liability Insurance: Not less than \$1,000,000 for injuries, including accidental death, to

any one person, in an amount not less than \$1,000,000 on account of one accident, and Protective Property Damage Insurance in an amount not less than \$1,000,000. The insurance requirements are not intended and shall not be construed to modify, limit, or reduce the indemnification obligations set forth below or limit the Vendor's liability to the limits of the policies of insurance required to be maintained hereunder.

C. WARRANTIES

- D.** Vendor warrants that all Vehicles furnished pursuant to the Contract shall: (a) be free from defects; (b) conform to all Specifications; (c) be merchantable, safe, fit, and appropriate for the School District's particular purpose and use; and (d) be delivered free and clear of any claims, liens, or encumbrances whatsoever.

E. GUARANTEE

Vendor shall guarantee and warrant that all Vehicles received under the Contract shall be free from defects for a period of one (1) year from the School District's date of acceptance thereof, which shall be in addition to any guarantee or warranty provided by the respective manufacturers.

F. PRICE WARRANTY

Bidder warrants that the prices stated on the Bid Form are the lowest net prices charged by Bidder to any other customer for like vehicles in like quantities under similar conditions. If Vendor quotes a lower price for like vehicles to another customer within thirty (30) days after delivery, Vendor shall promptly pay to the School District a rebate in the amount of the difference within ten (10) days of making such lower quote. Bidder warrants that its Bid Price includes a deduction for all rebates and discounts (e.g., manufacturer and/or governmental) that may be available. On a separate sheet attached to the Bid Form, each Bidder shall identify such rebates and/or discounts. The Vendor shall retain proceeds from rebates specifically identified with the Bid Form. The School District shall retain the right to proceeds from any rebates or discounts not identified with the Bid Form.:

- G. LIMITATION OF LIABILITY** In no event shall the School District's cumulative liability to Vendor exceed the amount of the purchase price for the Vehicles or services that gave rise to such claims, less any amounts already paid. The School District shall not be liable to Vendor for any lost profit, loss of business, loss of goodwill, indirect, incidental, punitive, or consequential damages.

H. PROHIBITED INTERESTS

No official of the School District authorized to negotiate, make, accept, or approve the Contract shall become directly or indirectly interested personally in the Contract. Vendor shall immediately notify the School District to the extent it becomes aware that any such

official has become so involved. (18 Pa. C.S. §7503; 62 Pa. C.S.A. §4501 et seq.)

I. REPORTS, RECORDS, AND DATA:

Vendor shall submit to the School District such bills of lading, permits, registrations, VIN history reports, maintenance records, inspection records, and other data as the School District may request concerning Vehicles delivered or to be delivered under the Contract.

J. TERMINATION

The School District may terminate the contract for cause or for convenience. In the event of termination for convenience, the School District shall only be responsible for payment of Vehicles actually delivered and accepted. If the School District has paid the Vendor for goods or services not yet provided as of the date of termination, the Vendor shall immediately refund such payment(s). In the event of termination for cause, the School District, in addition to all other damages recoverable by law, may recover from the Vendor legal fees, professional fees, costs, and expenses, including employee time attributable to said events, and the Vendor shall immediately pay the School District for the same.

The Vendor may terminate the contract with thirty (30) days' written notice to the School District. The contract can only be terminated for failure to perform. The notice shall provide the School District with a detailed description of the alleged failure to perform and provide the School District with the opportunity to cure. If the School District has failed to cure the alleged failure within thirty (30) days, the Vendor shall confirm the termination in writing to the School District. If the School District has paid the Vendor for goods or services not yet provided as of the date of termination, the Vendor shall immediately refund such payment(s).

K. ASSIGNMENT

The Vendor shall not be permitted to assign the agreement without the advanced, written, express consent of the School District.

L. SUBCONTRACTING AND SUB CONSULTING

The Vendor shall not be permitted to enter into a subcontract or sub consulting agreement for any of its contractual duties without the advanced, written, express consent of the School District.

M. WAIVER OF CONSEQUENTIAL DAMAGES

The Vendor shall waive any claim against the School District for lost profits, lost expected profits, consequential damages, indirect damages, incidental damages, and/or punitive damages arising out of or relating to the contract or termination thereof.

N. MODIFICATION AND WITHDRAWAL

Bids may not be modified after submittal. Bids may be withdrawn after submittal, provided that the Bidder makes a request to withdraw in writing and the request is received prior to the time of the ITB Due Date. Negligence by the Bidder in preparing the Bid confers no right of withdrawal or modification of the Bid after the Bid has been opened. No claims on account of mistakes or omissions in any Bid will be considered. A Bid is deemed a firm offer and each Bidder agrees that its Bid shall not be withdrawn within sixty (60) days from the Bid Opening. Notwithstanding the above, a Bidder may withdraw its Bid after such Bid has been opened in accordance with the causes set forth in the Pennsylvania Bid Withdrawal Act, Act No. 4 of 1974, 73 P.S. §§ 1601 et seq. Strict compliance with said Pennsylvania Bid Withdrawal Act is required to withdraw a Bid after Bid opening.

O. COLLUSIVE BIDS

By submitting a Bid, Bidder certifies that it has not combined, conspired, or agreed to intentionally rig, alter, or otherwise manipulate, or cause to be rigged, altered, or otherwise manipulated, its Bid for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the School District. By submitting its Bid, Bidder certifies that its Bid is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer, or related entity in connection with its Bid.

P. CONFIDENTIALITY OF BIDS

Under Pennsylvania's "Right to Know" law, public records are required to be open for reasonable inspection. Each Bid, including detailed price and cost information, will be held in confidence while the District is evaluating the Bid. After the District and the successful Bidder(s) have executed a contract, all Bids will become public records.

Trade secrets and other confidential proprietary data contained in the Bid may be held confidential if the Bidder submits a written request to the District, and the District agrees in writing to do so. Material considered trade secrets or confidential proprietary data by the Bidder must be clearly identified and the Bidder must include a brief statement that sets out the reasons for requesting the confidentiality of each such material. Blanket statements that the entire Bid is confidential shall be unacceptable.

When submitted to the District, the Bid shall become the exclusive property of the District and will not be returned to the Bidder.

Q. VENDOR RESPONSIBILITIES

It is the obligation of each Vendor to examine instructions, requirements, and specifications before submitting a Bid. Submission of a Bid shall be proof that such examinations have been made and that each Vendor has completed his/her own investigation and has become thoroughly familiar with the requirements.

District will not be responsible for nor honor any claims resulting from or alleged to be the result of misunderstanding by the Vendor. Vendors will be required to assume responsibility for packaged service offered in the Bid.

Vendor(s) are strictly prohibited from assigning or subcontracting any rights, responsibilities, or duties under the Agreement without the express written approval of the District.

It is the Vendor's responsibility to comply with all local, state, and federal laws, regulations, codes, licensing, and other requirements.

R. RESERVATION OF RIGHTS

The District reserves and may, at its sole discretion, exercise the following rights with respect to this ITB and all Bids submitted pursuant to this ITB:

To reject all Bids and re-issue the ITB at any time prior to execution of a final contract; to require, in any ITB for similar products and/or services that may be issued subsequent to this ITB, terms and conditions that are substantially different from the terms and conditions set forth in this ITB; or to cancel this ITB with or without issuing another ITB.

- To reject any Bid if, in the District's sole discretion, the Bid is incomplete, the
- Bid is not responsive to the requirements of this ITB, or it is otherwise in the best interest of the District to reject the Bid.
- To supplement, amend, substitute, or otherwise modify this ITB at any time prior to the execution of a final contract.
- To accept or reject any or all of the items in any Bid and award a contract for the whole or only a part of any Bid if the District determines, in its sole discretion, that it is in the District's best interest to do so.
- To reject the Bid of any Bidder that, in the District's sole judgment, has been delinquent or unfaithful in the performance of any contract with the District, is
- financially or technically incapable, or is otherwise not responsible.
- To waive any informality, defect, non-responsiveness, and/or deviation from this ITB that is not, in the District's sole judgment, material to the Bid.
- To permit or reject, at the District's sole discretion, amendments (including information inadvertently omitted), modifications, alterations, and/or corrections to a Bid by one or more of the Bidders following Bid submission.
- To request that any Bidder modify its Bid, including, but not limited to, modifying the pricing or providing additional information.
- To request additional or clarifying information from any Bidder at any time, including information inadvertently omitted by a Bidder.
- To require that the Bidder appear for interviews and/or presentations of its Bid at District offices.

- To inspect projects similar in type and scope to the work sought in this ITB.
- To conduct such investigations as the District considers appropriate with respect to the qualifications of any Bidder and with respect to the information contained in any Bid.

S. HOLD HARMLESS

The Vendor shall indemnify, defend, and hold harmless the School District, and its affiliates, officers, elected officials, directors, employees, agents, successors and assigns from and against any and all losses, obligations, liabilities, claims, suits, judgments, damages (whether incidental, consequential, or otherwise), penalties, fines, costs, and expenses (including, without limitation, reasonable attorney's fees, paralegal fees, expert fees, and consultant fees) arising out of, or in connection with: (a) the violation or alleged violation of any law, ordinance, regulation, or rights of third parties by reason of performance or nonperformance by Vendor under the Contract Documents; (b) breach of any term, condition, covenant, agreement, representation, or warranty by Vendor; (c) any infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property relating to the use or design of any equipment, materials, Vehicles, or services furnished by Vendor under the Contract Documents; (d) injury or death to persons or any real or personal property damage, arising from or relating to the Vehicles or services provided by Vendor under the Contract Documents or acts or omissions of Vendor or its officers, directors, employees, agents, contractors, or subcontractors; or (e) claims arising from or relating to injuries to or death of Vendor's employees, including, but not limited to, claims based upon allegations of negligence of the School District. The indemnity provided in clause (e) is applicable to claims for which Vendor has or may have immunity under the Pennsylvania Workers' Compensation Act, and Vendor agrees and acknowledges that by undertaking to indemnify the School District, Vendor is expressly undertaking indemnification liability by written contract pursuant to Section 303(b) of the Pennsylvania Workers' Compensation Act. Vendor's obligations under this section shall not be limited to its insurance coverage. Vendor waives claims against the School District for lost profits, lost expected profits, consequential damages and/or incidental damages arising out of or relating to this ITB, the Agreement, or the termination thereof.

T. ADDITIONAL LEGAL REQUIREMENTS

1. Debarment And Suspension. A contract award must not be made to parties listed on the government-wide exclusions in the system for award management (SAM) in accordance with OMB Guidelines at 2 CFR § 180, relating to "Debarment and Suspension". Bidder represents that it has not been and is not currently listed on the government-wide exclusions, nor has it been debarred or suspended from participating in any state or local public contracts. Bidder further agrees to immediately notify the School District if Bidder is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

2. Equal Employment Opportunity. It shall be mandatory that the Vendor will not discriminate against any person upon any grounds prohibited by federal or state law.

The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, ancestry, marital status, sex, national origin, handicap, or unfavorable discharge from military service.

The Vendor will furnish all information and reports required by law and will permit access to its books, records, and accounts by the School District and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

3. Small And Minority Business, Women's Business Enterprises, And Labor Surplus Area Firms. The Vendor shall comply with the requirements of 2 C.F.R. § 200.321, addressing contracting with small businesses, minority businesses, women's business enterprises, veteran- owned businesses, and labor surplus area firms.

4. Adherence To Applicable Laws. Bidders shall comply with all applicable federal, state, local, and industry statutes, regulations, ordinances, codes, and standards. The specific statutory requirements enumerated in this ITB shall not limit the generality of the foregoing sentence or be construed as an exhaustive enumeration of a Bidder's obligations under applicable laws. The failure to specifically reference or include said matters in this ITB or a contract awarded to a successful Bidder does not excuse a Bidder from compliance with the same.

5. Domestic Preferences. To the extent applicable, Vendor will demonstrate a preference for using U.S.-made products in alignment with federal guidelines.

U. CONTRACT

It is expected that the contract shall be awarded by the School District within sixty (60) calendar days of the date of Bid opening, unless this time is extended by the mutual consent of the successful site-specific Bidder and the School District.

The School District reserves the right to award one contract set forth in the Specifications or items contained therein, or for all site-specific contracts and items set forth in the Specifications.

The School District will notify each of the selected Bidders of the School District's intent to accept the Bid and to make a formal award of contract to the Bidder by the Notice of Intent to Award. The School District will include with each Notice of Intent to Award the Agreement to be signed by the successful Bidder. Within ten (10) days of receipt of the Notice of Intent to Award, each successful Bidder shall furnish Certificates of Insurance as required pursuant to Section 13 of the Instructions to Bidder and the signed Agreement.

The Insurance Certificates and Agreement shall be submitted to the School District Business Office within the required time period.

The Contract Documents form the Contract.

Failure of the Bidder to whom Notice of Intent to Award has been given to deliver appropriate Certificates of Insurance or execute the Agreement within the time specified shall constitute a default by such Bidder and the School District may, at its sole discretion, award the contract to another Bidder or re-advertise for Bids, and the defaulting Bidder shall pay to the School District the difference between the amounts of the Bid and any higher amount for which the School District may contract for the required services, plus any advertising, consulting, legal or other expenses incurred by reason of the default. The School District may, in its sole discretion, extend the time for submission of the above items, upon request of Bidder. Such request of Bidder, if accepted by School District in writing, shall constitute a mutual agreement to extend the date for issuance of the Agreement to the date stipulated in such written agreement, or if no date is stipulated, until twenty (20) days after the submission to the School District of the properly executed Agreement and all required documents in proper form as required by the Contract Documents.

V. FAMILIARITY WITH PROPOSED WORK

Each Contract is entered into by the School District with the understanding that the Contractor, prior to submission of the Bid, acquainted themselves with the Bid Documents, and that it has obtained all necessary information for completion of the Services during the term of the Contract. The Contractor shall not at any time after the execution of the Contract set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall the Contractor claim any misunderstanding in regard to the nature, conditions or character of the Services to be performed under the Contract, and Contractor shall assume all risk resulting from any changes in the conditions which may occur during the progress of the work.

W. HUMAN RELATIONS ACT

The Pennsylvania Human Relations Act, Act 222 of October 27, 1955, P.L. 744, 43 P.S. §951 *et seq.*, prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap, or disability, by employers, employment agencies, labor organizations, contractors, and others. Bidder does hereby agree to comply with the provisions of this Act, as amended, which are hereby made part of the Contract. Bidder's attention is directed to the language of the Commonwealth Non-Discrimination Clause as set forth in 16 Pa. Code §349.101.

X. DISCRIMINATION PROHIBITED

In the hiring of employees for the performance of the Services under the Contract, or any sub- contract, no contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates. No contractor, sub-contractor, or any person acting on their behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of the Services under the Contract on account of gender, race, creed, or color.

The Contract may be canceled or terminated by the School District, and all money due or to become due under the Contract may be forfeited, for a violation of the terms or conditions of that portion of the Contract.

Y. WAIVER OF CONSEQUENTIAL DAMAGES

Contractor waives claims against the School District for consequential damages arising out of or relating to the Contract, including, but not limited to, damages incurred by the Contractor for principal office expenses including compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Services.

Z. FEES, PERMITS AND CERTIFICATIONS

Contractor, its employees and agents shall secure, at its sole cost and expense, and maintain all necessary permits, licenses and certifications as required by federal, state, and local laws, regulations, and ordinances. All costs and fees for such licenses shall be the sole responsibility of the Contractor.

AA. EXECUTION OF CONTRACT AND BONDS

The District will notify the lowest responsible bidder of intention to accept his bid and to make a formal award of contract. The District reserves the right to require a one hundred percent (100%) performance bond. If this bond is requested, bond will be due within ten (10) days from receipt of such notice; bidder shall furnish performance bond in the amount of one hundred percent (100%) of the contract sum and required insurance certificates.

All bonds and insurances shall be issued by companies authorized to transact business in the Commonwealth of Pennsylvania and which are acceptable to the District. Sureties must be listed in the latest Department of the Treasury, Department Circular 570 titled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" and the amount of the bonds shall not exceed

the underwriting risk of such Surety as set forth in said circular or revision thereof.

The Performance Bond (if required) shall be executed on behalf of the Surety in such manner as shall legally bind the Surety. In the event the execution on behalf of the Surety is by an agent or agents, a proper power of attorney evidencing the authority of such agent or agents shall be attached to each bond. Such power of attorney shall be sealed and bear the same date as the bond to which it is attached.

After approval of bond and insurance, the District will sign and date the Form of Agreement. The Contractor shall sign, but not date the Form of Agreement, and submit this document together with the submission of the Bond and Certificates of Insurance. Owner shall return to the successful Bidder one copy of the dated, executed Form of Agreement within 30 days of the notice of intent to award, unless the time of issuance of such agreement shall be extended by mutual written agreement of the Owner and successful Bidder.

X. TAXES

Contractor is responsible for sales taxes and any other applicable taxes related to the Services provided under the Contract.

Y. ALL APPLICABLE LAWS, STATUTES, REGULATIONS AND STANDARDS, AND GRANT REQUIREMENTS

Contractor shall comply with all applicable federal, state, local and industry statutes, regulations, ordinances, codes, and standards. The failure to specifically reference or include said matters in the Contract Documents does not excuse Contractor from compliance with same.

The Contractor shall comply with any and all laws, rules, regulations, ordinances, and School District policies, applicable to providing the Services contemplated under the Contract. The Contractor, including its employees and agents, shall be responsible for knowing the School District's policies concerning appropriate behavior of persons in its schools, and on its properties including for example, the prohibitions of sexual harassment, alcohol, and smoking, and shall comply with all such policies. In the event any federal, state, local or other governmental body's laws, rules, ordinances, or regulations are revised, changed, or amended, or in the event there are revisions, changes or amendments to the School District's policies, the Contractor shall comply with all such revised, changed or amended laws, rules, ordinances regulations or policies, at no additional cost to the School District. All Services to be furnished by the Contractor and the Contractor's working conditions and employment practices shall comply with all applicable state and federal requirements, including, but not limited to, the Occupational Safety and Health Act.

The Federal Organizational Conflict of Interest Guidelines are applicable and Contractors that develop or draft specifications, requirements, statements of work and/or RFPs for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such contract.

Z. PAYMENT

Invoices received, by the first of the month, and approved by the School District will be paid within sixty (60) days, provided all work for which payment is requested has been completed in accordance with the Contract and Contractor is in full compliance with all requirements of the Contract.

The School District may dispute invoiced amounts and withhold the disputed amount while the parties try to resolve the dispute. Pending such dispute resolution, the parties shall continue to meet their other obligations under the Contract Documents. Payment of any fees by the School District shall not waive any rights, claims, or remedies.

AA. GOVERNING LAW.

The Contract shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles. The School District reserves all rights and privileges applicable to it pursuant to the doctrine of nullum tempus occurrit regi.

BB. CLAIMS AND DISPUTES.

Claims, disputes, or other matters in question between the parties to the Contract arising out of or relating to the Contract or breach thereof shall be exclusively litigated in the Court of Common Pleas of Delaware County and shall not be subject to arbitration, except for compulsory arbitration as provided by the applicable rules of civil procedure. Pending resolution of any claim and/or dispute, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Contract so as to avoid delay in the schedule of completion of Services

CC. PROPERTY DAMAGE

The Contractor shall be responsible for any damage to School District property, buildings, furniture, equipment, driveways, shrubbery, etc. which is created or caused by

its activities, employees, agents, or subcontractors.

DD. SUBMISSION OF DOCUMENTS

Services shall not be started before all insurance documents have been received by the School District.

EE. MISCELLANEOUS:

1. **Notice:** The term “Notice” as used throughout the Contract Documents shall mean written notice. Written notice shall be deemed to have been duly served when delivered personally to the last known business address of the intended party or its duly authorized agent, or when enclosed in a postage prepaid envelope addressed to such party at its last known business address and deposited in a United States Mail Box.
2. **Severability:** If any provision of the Contract Documents is held invalid or unenforceable by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect. Any provision held invalid only in part shall remain in full force to the extent not held invalid.
3. **Waiver:** Neither the failure nor delay by the School District in exercising any right, power, or privilege under the Contract Documents will operate as a waiver of any such right, and no partial exercise will preclude further exercise of such right or any other right.
4. **Confidentiality of School District Information:** The School District may disclose to Vendor certain confidential or proprietary information (“School District Confidential Information”). For a period of five (5) years after termination or expiration of the Contract, Vendor shall not disclose School District Confidential Information to any third party without the prior written consent of the School District. Vendor agrees to limit access to the School District Confidential Information to its own employees, agents, and consultants strictly on a “need to know” basis. Upon expiration or termination of the Contract, or if requested by the School District, Vendor shall promptly return all of the School District Confidential Information. Vendor acknowledges that the disclosure of School District Confidential Information may give rise to irreparable injury that may be inadequately compensable in damages, and Vendor consents to the School District obtaining injunctive relief to prevent or limit any such breach.
5. **Contra Proferentem Waiver:** The parties acknowledge that all of them have participated in the drafting of the Contract Documents and expressly waive the defense of contra proferentem, i.e., that the Contract Documents or any portion thereof may be construed against any party as the drafter thereof.

APPENDIX A – BID PACKAGE

Table of Attachments

Upper Darby School District

ITB #: _____

10 Used School Buses

Bidder (Company):

1. Attachment A – Bid Form
2. Attachment B – Non-Collusion Affidavit
3. Attachment C – Contractor Qualifications (Experience & References)
4. Attachment D – Insurance & Workers' Compensation Compliance

Attachment A – Bid Form

10 Used Buses – ITB #2

Upper Darby School District

Bidder Information

Company Name:

Address:

City/State/Zip:

Phone:

Email:

Authorized Representative:

Title:

1. Base Bid – per buss

Total Base Bid Amount (numeric): \$

Total Base Bid Amount (in words):

2. Vehicle Identification

Complete the Vehicle Bid Form.

3. Bid Security

☐ Bid Bond or Certified Check equal to 10% of total bid enclosed

4. Required Attachments Checklist

☐ Completed Bid Form

☐ Pricing Worksheet (if separate)

☐ Non-Collusion Affidavit

☐ Insurance Certificates

☐ VIN Reports, Maintenance Records, Inspection Reports, and Current Registration for each Vehicle

☐ Detailed Specifications and Catalogs of Vehicles

☐ References

☐ Licenses/Certifications

☐ Copies of Applicable Warranties

☐ Rebates and Discounts Identification Sheet

5. Certification

Bidder certifies that this bid is submitted without collusion and agrees to enter into a contract with the District if awarded. Prices shall remain firm for 60 days from bid opening.

Authorized Representative (Print):

Signature:

Date:

Company Name:

Attachment B – Non-Collusion Affidavit

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Bid.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the Bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of Bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of the Bid.
4. In the case of a Bid submitted by a joint venture, each party to the venture must be identified in the Bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the proposing process, and includes the knowing submission of Bids higher than the Bid of another firm, any intentionally high or noncompetitive Bid, and any other form of Bid submitted for the purpose of giving a false appearance of competition.

Failure to file an Affidavit in compliance with these instructions will result in disqualification of the Bid.

NON-COLLUSION AFFIDAVIT

State/Commonwealth of _____ : Contract/ITB _____

County of _____:

I state that I am _____ of _____

(Title)

(Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Bid. I state that:

1. The price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement with any other contractor, Bidder or potential Bidder.

2. Neither the price(s) nor the amount of this Bid , and neither the approximate price(s) nor approximate amount of this Bid , have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before Bid opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a Bid higher than this Bid , or to submit any intentionally high or noncompetitive Bid or other form of complementary Bid .

4. The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Bid.

5. _____, its affiliates, subsidiaries, officers,

6. (Name of firm)

7. directors and employees are not currently under investigation by any government agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows:_____.

I state that _____ understands and acknowledges

that the (Name of my firm)

above representations are material and important and will be relied on by the Upper Darby School District in awarding the contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Upper Darby School District of the true facts relating to the submission of Bids for this contract.

(Name & Title)

SWORN TO AND
SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, 20____

Notary Public

My Commission Expires

Attachment C – Contractor Qualifications

(Experience & References)

Provide details for at least three (3) projects of similar scope completed within the last five (5) years.

Project 1

Owner/Client:

Project Name & Location:

Scope:

Contract Amount:

Completion Date:

Owner Contact (name, phone, email):

Project 2

Owner/Client:

Project Name & Location:

Scope:

Contract Amount:

Completion Date:

Owner Contact (name, phone, email):

Project 3

Owner/Client:

Project Name & Location:

Scope:

Contract Amount:

Completion Date:

Owner Contact (name, phone, email):

Attachment D – Insurance & Workers’ Compensation Compliance

Attach certificates that meet District and Township requirements:

- ☐ General Liability – minimum limits meeting Upper Darby School District requirements (list Township as certificate holder).
- ☐ Workers’ Compensation – OR completed exemption form pursuant to PA Act 44.
- ☐ Automobile Liability – if vehicles will be used on District property.
- ☐ Any other insurance required by the ITB specifications.