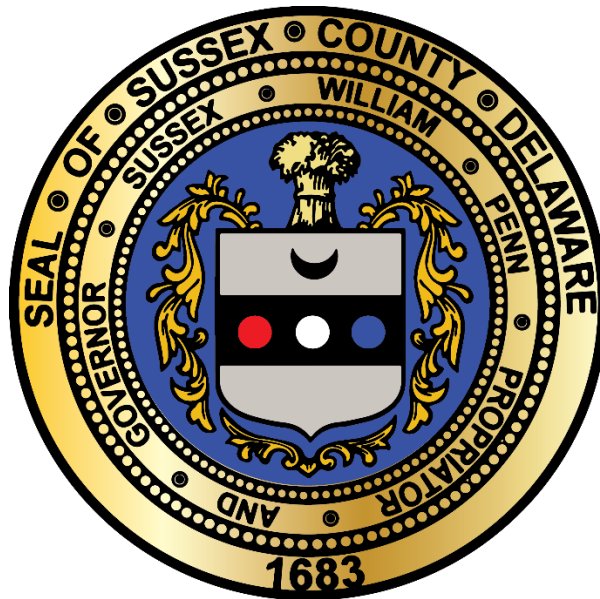


# SUSSEX COUNTY GOVERNMENT

## REQUEST FOR PROPOSALS

### VEHICLE PURCHASE



FEBRUARY 2025

SUSSEX COUNTY GOVERNMENT  
2 THE CIRCLE  
P.O. BOX 589  
GEORGETOWN, DELAWARE 19947  
(302) 855 – 7730  
[WWW.SUSSEXCOUNTYDE.GOV](http://WWW.SUSSEXCOUNTYDE.GOV)

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Addenda (Bidder to insert accordingly as issued)

## **INVITATION TO BID**

Sussex County Government will receive sealed competitive proposals (“Bid”) for the purchase of a bookmobile. Sealed bids must be received by Sussex County Government, c/o Rachel Lynch, County Librarian, Sussex County Administrative Office Building - West Complex, 22215 Dupont Blvd, P.O. Box 589, Georgetown, DE 19947, until 2:00 p.m., local time, on February 28, 2025. To be considered, price proposals must be submitted in writing and respond to the items outlined in the request for proposal (RFP). Bids will be evaluated to determine best value, based on the capital cost, schedule and proximity of the vehicle.

Interested parties must submit two (2) written proposals to the Sussex County Government, Attention: Rachel Lynch, County Librarian, Sussex County Administrative Office Building - West Complex, 22215 Dupont Blvd, P.O. Box 589, Georgetown, DE 19947, by 2:00 p.m., February 28, 2025, at which time the proposals will be publicly opened, read aloud with recording only the name of the respondent(s). All other information shall be confidential.

Bids are being sought from vendors to supply the following:

### **Sussex County Bookmobile**

The request for proposals may be obtained by visiting Sussex County’s website <http://www.sussexcountyde.gov/legal-notices/bids>. Questions shall be directed to Rachel Lynch at 302-855-7890 or [rachel.lynch@sussexcountyde.gov](mailto:rachel.lynch@sussexcountyde.gov). If necessary, an addendum will be issued to address questions received.

A formal pre-bid will not be held.

In its sole discretion, Sussex County Government reserves the right to extend the time and place for opening bids from that described in the advertisement by providing not less than two (2) calendar days’ notice, by posting an addendum on the Sussex County website.

## **INSTRUCTIONS TO BIDDERS**

### **Submission of Proposals**

Sussex County Government will receive sealed competitive proposals (“Bid”) for the purchase of a bookmobile. Sealed bids must be received by Sussex County Government, c/o Rachel Lynch, County Librarian, Sussex County Administrative Office Building - West Complex, 22215 Dupont Blvd, P.O. Box 589, Georgetown, DE 19947, until 2:00 p.m., local time, on February 28, 2025. Immediately following, the proposals will be publicly opened, read aloud with recording only the name of the respondent(s). All other information shall be confidential.

Each Bid shall be completed on the forms provided and submitted in a sealed envelope addressed to the Sussex County Government at the above address. Each sealed envelope containing a Bid shall be plainly marked on the outside with “Bid for Sussex County Bookmobile Purchase,” and bear the name and address of the respondent. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Oral, telegraphic, electronic, or telephonic bids are invalid and will not receive consideration. Bids submitted by mail shall be enclosed in an outer envelope, similarly endorsed, and addressed to the Sussex County. Bidders may bid on any or all specifications and should indicate “NO BID” on his or her Bid Form for any specification on which they chose not to bid.

Each Bidder shall submit an original completed, signed copy of the Bid Form. Each Bidder shall enter amounts for all Lump Sum Prices, Contingent Unit Prices, Alternate Prices, and the Total Base Bid, where designated on the Bid Form. Failure to comply may be cause for rejection. No allowances, segregated Bids or assignments will be considered. State all amounts in numerical figures. Any alterations or erasures must be initialed by the Bidder. All entries must be ink or typewritten. A Bidder shall make no additional stipulations on the Bid Form nor qualify his Bid by attachments or any other matter. Stipulations or qualifications will be subject to rejection.

If the Bidder is an individual, each copy of the Bid Form shall be signed by the individual himself, under his business name. If the Bidder is a partnership, each copy of the Bid Form shall be signed by an authorized partner, under the name of the partnership. If the Bidder is a corporation, each copy of the Bid Form shall be signed by an authorized executive officer of the corporation under its registered name and the corporate seal shall be affixed. If the Bidder is a limited liability company, each copy of the Bid Form shall be signed by the authorized Managing Member(s).

### **Other Bid Forms**

Each Bid must be accompanied by the completed, signed, and witnessed Certification of Bidder. In addition, any other Bid Forms included in the packet shall be fully completed in accordance with the instructions on the forms.

**Information Regarding Bids**

The Contract Documents contain the provisions required for the Purchase. Information obtained from an officer, agent, or employee of Sussex County, or any other person shall not affect the risks or obligations assumed by the Bidder or relieve the Bidder from fulfilling any of the conditions of the contract.

No oral interpretations will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to Sussex County Government. Any inquiry received five (5) days or more prior to the Bid Opening date will be given consideration. Every interpretation to a Bidder will be made in the form of an addendum to the contract documents. In addition, all addenda will be issued to each recorded holder of the Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the addenda issued. All such addenda shall become a part of the Contract and all Bidders shall be bound by such addenda. Bidders shall acknowledge receipt of all addenda on the Bid Form. Failure to do so will result in Bid rejection.

**Late Proposals or Late Withdrawals**

A Bid received after the closing date and time for receipt of proposals is late and shall not be considered.

No Bidder shall be permitted to make a modification to its original Bid for a minimum of sixty (60) days.

A modification of a Bid resulting from an amendment issued after the closing date and time for receipt of proposals or a modification of a proposal resulting from discussions during negotiations shall be considered if received by the closing date and time set forth in the amendment or by the closing date and time for submission of best and final offers, whichever is applicable. If the modifications described in this subsection are received after the respective date and time described in this subsection, the modifications are late and shall not be considered.

**Evaluation of Bid Proposals**

A Notice of Award will be issued to the responsible Bidder whose Bid is determined to be the most advantageous to Sussex County taking into account the following evaluation factors:

1. Capital Cost - maximum value of 50 percent.
2. Schedule – maximum value of 45 percent.
3. Proximity of Vehicle – maximum value of 5 percent.

Sussex County shall determine, in accordance with the evaluation factors, that Bids are either likely to be selected for award or unacceptable. A determination that a Bid is unacceptable shall be in writing, state the basis of the determination and be retained in the procurement file. If Sussex County determines that a Bidder's proposal is unacceptable, Bidder shall be notified of the determination and the Bidder shall not be afforded an opportunity to modify its offer.

Sussex County Government expressly reserves the right to reject any or all Bids received and/or waive informalities, minor defects and/or reject a particular Bid or all Bids. Any Bid may be

withdrawn prior to the above scheduled time for Bid Opening. Bids submitted after the time specified for the Bid opening will not be considered and will be returned unopened. Bids may not be withdrawn within sixty (60) days after the Bid Opening, unless a request to withdraw is granted in accordance with Title 29, Chapter 69 of the Delaware Code. Should there be a reason for not awarding the Contract to the best valued responsive Bidder within sixty (60) days, the time may be extended by mutual agreement between Sussex County Government and the Bidder.

A Notice of Award will be issued to the best valued responsive Bidder. The successful Bidder is required to execute the Agreement and provide a Certificate of Insurance within twenty (20) calendar days from the date of delivery of Notice of Award. The appropriate Agreement and forms will accompany the Notice of Award. If the Bidder fails to execute the Agreement as specified within 20 calendar days, the next low Bidder in order of bid price shall then be considered the lowest responsive Bidder and the Contract will be awarded to him/her. Should this Bidder default, the next low Bidder shall be considered and so on.

Bidders who are rejected under this section shall be notified in writing about the rejection. The reasons for the rejection shall be stated in the determination.

Each Bidder shall be evaluated for responsibility prior to award which may include factors such as the Bidder's financial, physical, personnel, or other resources including subcontracts; Bidder's record of performance or integrity; whether Bidder is qualified legally to contract with the County; and whether the Bidder has supplied all necessary information concerning its responsiveness. If Sussex County Government determines that a Bidder is nonresponsive or non-responsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be promptly sent to the affected Bidder.

### **Non-Discrimination**

The Bidder in performing the work furnished by this Contract or furnishing the equipment or services provided herein shall not discriminate against any person seeking employment with or employed by him/her because of race, creed, color, or national origin.

**BID FORM**

To: Sussex County Government  
For: Sussex County Bookmobile Purchase

**Bidder Acknowledgements**

The undersigned Bidder has carefully examined the Instructions to Bidders and the Specifications, the Agreement, and all other portions of this Request for Proposal for the performance of the above-named project and shall deliver the equipment in accordance with the requirements of the Contract Documents.

The Bidder certifies by the submission of this Bid that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the product or services shipped or ordered as a result of this Bid. The successful Bidder shall, at his own expense, defend any and all actions or suits charging such infringements, and will save Sussex County, and its appointed and elected officials, officers, partners, directors, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.

The undersigned Bidder acknowledges receipt of all Addenda issued during the bidding process.

**Confidentiality**

If Bidder considers any portion of its Bid to be confidential, Bidder shall be required to isolate and identify in writing any confidential portions thereof. Bidder shall include, with this designation, a statement that explains and supports the Bidder’s claim that the items identified as confidential contain trade secrets or other proprietary data. In submitting its Bid, Bidder acknowledges that its Bid, whether successful or not, shall be subject to disclosure and available for public inspection and copying in accordance with the Delaware Freedom of Information Act, 29 Del. C., Chapter 100, except to the extent withholding such information is permitted under the Act or otherwise permitted by law.

**Basis of Bid**

This Bid includes all other applicable taxes and fees.

The undersigned Bidder further understands that all equipment covered by this Bid shall be new and of the best quality and the highest-grade workmanship.

Dated:

*(If an Individual, Partnership, Limited Liability Company, or Non-Incorporated Organization)*

Name of Business: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Business Address: \_\_\_\_\_

**BID FORM - continued**

Names and \_\_\_\_\_  
Address of \_\_\_\_\_  
Members \_\_\_\_\_

(If a corporation)

Name of Business: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Incorporated under the laws of the State of: \_\_\_\_\_

President's Name \_\_\_\_\_

(Address) \_\_\_\_\_

Secretary's Name \_\_\_\_\_

(Address) \_\_\_\_\_

Treasurer's Name \_\_\_\_\_

(Address) \_\_\_\_\_

Affix Corporate Seal



**BID SCHEDULE**

**Specification A**

28' Bookmobile ADA: \_\_\_\_\_

Delivery Date: \_\_\_\_\_

Location of Vehicle: \_\_\_\_\_

***Base Bid:***

<b>Item</b>	<b>Description</b>	<b>Total Price</b>
A-1	Furnish 28' Bookmobile ADA	
A-2	Delivery Charge	
	<b>Total Base Bid</b>	\$

***Add/Alternate Bid Items:***

<b>Item</b>	<b>Description</b>	<b>Price</b>
A-3	(6) Fixed shelving units with 8" adjustable shelves and 36" standard length or that recommended for the vehicle	
A-4	(5) Wheeled book carts with standard 8" shelves to fit beneath the fixed shelving	
A-5	Corian check-in desk (24" w, 32" l and 30" h) and office task chair to be located behind driver seat	
A-6	Graphic full wrap	
A-7	Installed 13' Power awning with LED lights	

**END of base bid forms**

**CERTIFICATION OF BIDDER**

The undersigned Bidder, \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for Sussex County Vehicle Purchases acknowledges:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid;
3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
4. Bidder has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract. For the purposes of this Paragraph:
  - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Sussex County Government, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Sussex County Government of the benefits of free and open competition;
  - c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Sussex County Government, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**CORPORATE SEAL**

Signature of Bidder: \_\_\_\_\_

BY: \_\_\_\_\_

Attest: \_\_\_\_\_

Secretary

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires \_\_\_\_\_.

\_\_\_\_\_

Notary Public

**AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Sussex County, a political subdivision of the State of Delaware**, hereinafter called "Owner", and \_\_\_\_\_, doing business as (an Individual) or (a Partnership) or (a Corporation), hereinafter called "Vendor".

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned:

1. The VENDOR shall commence and supply the Sussex County Vehicle Purchase(s)
2. All capitalized terms herein and throughout the Contract Documents shall have the same meaning as defined in the General Conditions.
3. The Vendor shall furnish all of the Equipment in accordance with the requirements of the Contract Documents ("Work").
4. The Vendor shall supply all of the materials and equipment necessary as described in the Contract Documents and shall supply same in accordance with the prices quoted in Vendor's bid schedule.
5. The term "Contract Documents" means and includes the following, which are herein incorporated into this Agreement by reference:
  - A. Invitation to Bid;
  - B. Instructions to Bidders;
  - C. Bid Form;
  - D. Any other forms included in the packet furnished to Bidders;
  - E. General Conditions;
  - G. Technical Specifications;
  - I. Addenda if any; and
  - J. Change Orders, if any.
7. The Owner shall pay the Vendor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
8. To the fullest extent permitted by law, the Vendor shall indemnify, hold harmless and defend Owner and its elected and appointed officials, officers,

directors, employees, agents, and consultants from and against all claims, damages, losses, injuries and expenses including court costs and attorneys' fees arising out of or resulting from the performance of the Work, provided such claims, damages, losses, injuries or expenses are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, but only to the extent directly by any act or omission of the Vendor, or any Subcontractor performing Work. Vendor or any Subcontractor shall be liable, regardless of whether or not such claims, damages, losses, injuries and expenses are caused in part by a party indemnified hereunder.

9. Vendor certifies that there has been no violation of copyrights or patent rights in manufacturing, or selling the product or services shipped or ordered as a result of this Agreement. To the fullest extent permitted by law, the Vendor shall, at his own expense, defend any and all actions or suits charging such infringements, and will save Owner, and its appointed and elected officials, officers, partners, directors, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.
10. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
11. If the Work shall be abandoned, or if the Contract Documents or any part thereof shall be sublet without the previous written consent of Owner, or if the Contract Documents shall be assigned by Vendor otherwise than as herein specified, or if at any time Owner shall be of the opinion and shall certify in writing to the Vendor that the Work, or any part thereof, is delayed beyond the stated completion time or that the Vendor has violated any provision of the Contract Documents or that the Vendor fails to provide all supplies, material, machinery, implements, appliances and tools or fails to perform the Work as set forth in the Contract Documents, in whole or in part, Owner, in addition to available remedies, may notify the Vendor to discontinue all Work or any part thereof; and thereupon Vendor shall discontinue such Work or such part thereof as Owner may designate and Owner may thereupon, by a contract or otherwise, as it may determine, complete the Work, or such part thereof, and charge the entire expense of so completing the Work or part thereof, to the Vendor.
12. All costs and charges that may be incurred under this section or any damages that should be borne by Vendor shall be withheld or deducted from any moneys then due, or to become due to Vendor under these Contract Documents, or any part thereof; and in such accounting the Owner shall not be held to obtain the lowest cost for the Work or completing the Work or any part thereof, but all sums actually paid therefore shall be charged to Vendor. In case the costs and

charges incurred are more than the sum which would have been payable under the Contract Documents if the same had been completed by Vendor, Vendor shall pay the amount of excess to Owner for the completion of the Work within thirty (30) days of receipt of an invoice.

13. Should any portion of this Agreement be held void, the remainder shall continue in full force and effect. The undersigned acknowledge that they have carefully read this Agreement, have had the opportunity to have been advised of its meaning by an attorney of their choosing, and sign the same of their own free will. In entering into this Agreement, the undersigned warrant that they have done so voluntarily and of their own accord without reliance on any inducement, promise or representation by any other party, except those which are expressly set forth in this Agreement.
14. The Contract Documents constitute the final, entire and exclusive agreement between the parties with respect to the subject matter of all matters discussed in it and supersedes all prior or contemporaneous discussions, statements, representations, warranties or agreements, whether written or oral, made in connection with the Agreement described herein. This Agreement may only be modified by an instrument in writing executed by Owner and their duly authorized representatives.
15. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
16. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without respect to its conflict of laws provisions.
17. Time is of the essence for purposes of this Agreement. Sussex County must take delivery of the bookmobile by June 27, 2025.
18. Vendor shall not assign, sell or otherwise transfer its rights in this Agreement without the prior signed approval of Owner.
19. Vendor is not considered an employee or agent of Owner for any purpose whatsoever. Vendor agrees that in all matters relating to this Agreement it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Agreement. Vendor shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Owner and shall have no authority to represent Owner as an agent of Owner, unless otherwise specifically authorized by Owner in a writing not contained in these Contract Documents.

20. A party's omission or failure to exercise any rights or obligations under this Agreement shall not be construed as a waiver of such rights or obligations, unless the party has executed a written waiver of such right or obligation under this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original, on the date first above written.

**SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:**

**WITNESS**

**VENDOR**

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(SEAL)

\_\_\_\_\_  
Date

**ATTEST:**

**OWNER**

\_\_\_\_\_  
Clerk of Sussex County

Council

\_\_\_\_\_  
President, Sussex County Council

\_\_\_\_\_  
Date

## **GENERAL CONDITIONS**

### **DEFINITION OF TERMS:**

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

**ADDENDA:** Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the Bidding Documents.

**AGREEMENT:** The written contract between Owner and Vendor covering Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof.

**BID or BID PROPOSAL:** The offer by Bidder submitted on the prescribed forms setting forth the prices and Work to be performed.

**BIDDING DOCUMENTS:** The Invitation to Bid, General Conditions, the Bid Form, and proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

**CHANGE ORDER:** A written order to Vendor signed by Owner authorizing an addition, deletion or revision of Work, or adjustment of Contract Price or Contract Time issued on or after the Effective Date of the Agreement.

**CONTRACT DOCUMENTS:** The written agreement covering Work to be performed. The awarded Contract Documents shall include, but is not limited to: the Agreement, General Conditions, Technical Specifications, Addenda, and Change Orders.

**CONTRACT PRICE:** The moneys payable by Owner to Vendor for completion of Work in accordance with the Contract Documents as stated in the Agreement.

**COUNTY:** Sussex County, a political subdivision of the State of Delaware.

**DEFECTIVE:** An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.

**INVITATION TO BID:** The public announcement, as required by law, that Sussex County is soliciting Bids for Work to be performed or materials or equipment to be furnished.

**MATERIALS/EQUIPMENT:** This term describes the materials, equipment, unit, and/or supplies which are required to be supplied to Owner under the Contract Documents.

**OWNER:** Sussex County, a political subdivision of the State of Delaware.

**SUPPLEMENTAL GENERAL CONDITIONS:** Modify the General Conditions and are specific clauses setting forth conditions or requirements peculiar to this Contract.

**VENDOR:** The person, firm or corporation with whom Owner has entered into the Agreement.

**WORK:** The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Vendor's performance of all duties and obligations as required by the Contract Documents.

**1.00 ARTICLE 1 – GENERAL REQUIREMENTS & PRELIMINARY MATTERS**

**1.01 LAWS TO BE OBSERVED:** Vendor shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of Work.

**1.02 PERMITS AND LICENSES:** All necessary permits and licenses required by local, State, or Federal laws shall be provided by Vendor at his/her own expense, unless Owner expressly agrees in writing to provide said permit or license. The Bidder's attention is called to Title 30, Chapter 27 of the Delaware Code, which should be reviewed by Vendor in order to determine whether such laws are applicable to its Bid.

**1.03 NOTICE TO PROCEED:** The date of Notice to Proceed shall specify the date upon which the Work shall commence. No Work shall be done prior to the date on which the Contract Time commences to run.

**1.04 CONTRACT PAYMENT:** Payment for equipment supplied in accordance with the Contract Documents shall be made at the lump sum and/or unit prices contained in the Bid. In addition to meeting any other conditions of Final Acceptance set forth herein, Final Acceptance shall not be issued until the Equipment is received by County personnel, the Equipment functions correctly. Owner shall make the final payment in a lump sum within thirty days after Owner's issuance of Final Acceptance for the Vehicles that have been delivered and approved.

**1.05 CONTRACT PERIOD:** The Contract shall be valid from the date of award through December 31, 2025.



**2.00 ARTICLE 2 – DELIVERY AND FINAL ACCEPTANCE OF VEHICLES**

**2.01** The intent of these Contract Documents is to provide for delivery and furnishing of Vehicles described. It is further intended that Vendor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete Work in accordance with the Contract Documents. All Work shall be performed in a good and workmanlike manner, and all Vehicles shall be new and in accordance with the Contract Documents.

**2.02** All Vehicles will be inspected by an authorized representative of Owner, and if found defective, or if it in any way fails to meet the requirements of the Contract Documents, said Vehicles will be rejected. If said Vehicles are rejected, Vendor shall be responsible for repairing or replacing said Vehicles. Once Vehicles are found to be satisfactory to Owner and any other conditions of Final Acceptance set forth herein are met, Owner shall issue a Final Acceptance and make the final payment in accordance with the provisions herein.

**3.00 ARTICLE 3 - INSURANCE REQUIREMENTS**

**3.01 GENERAL INSURANCE REQUIREMENTS:**

- A. Vendor shall not commence Work until Vendor has obtained, at Vendor's own expense, all of the insurance as required hereunder, and such insurance has been approved by Owner; nor shall Vendor allow any subcontractor to commence Work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Vendor. Approval of insurance required of Vendor will be granted only after submission to Owner of original certificates of insurance and required endorsements that are satisfactory to Owner, evidencing the required insurance.
- B. All insurers underwriting Vendor's insurance must be licensed in the State of Delaware, have a minimum policyholders rating of "A-" or better, and have a financial size of "Class VII" or higher, unless otherwise approved by Owner.
- C. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to Owner (not less than ten (10) days' notice is required for non-payment of premium). Therefore, a copy of the endorsements to the required policies that confirm the insurer is obligated to send notice to Owner as required herein, must accompany all certificates of insurance.
- D. If any subcontractors are utilized, Vendor shall require all subcontractors to maintain commercial general liability insurance, business auto liability insurance and workers compensation and employer's liability insurance to the same extent required of Vendor. The Vendor shall furnish subcontractor's certificates of insurance and required endorsements to Owner immediately upon request.

- E. Failure of Owner to obtain such certificates or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Vendor's insurance requirements.
- F. By requiring such insurance and insurance limits herein, Owner does not represent that coverage, and limits will necessarily be adequate to protect Vendor, and such coverage and limits shall not be deemed as a limitation on Vendor's liability under the indemnities granted to Owner.
- G. If the Owner is damaged by the failure or neglect of Vendor to purchase and maintain insurance as required herein, then the Vendor shall bear all reasonable costs properly attributable thereto.
- H. Loss of or damage to any equipment to be provided under the Contract Documents shall be at the sole risk of the Vendor until Substantial Completion.

### **3.02 Vendor's Insurance**

Vendor shall purchase and maintain the following insurance coverages throughout the term of the Contract Documents for not less than the limits specified below or required by law, whichever is greater:

- A. **Commercial general liability** insurance that insures against claims for bodily injury, property damage, personal and advertising injury arising out of or in connection with Vendor's Work, including coverage for claims arising out of liability assumed under the Contract Documents. The minimum limits of liability for this insurance are \$1,000,000 combined single limit for each occurrence; \$1,000,000 combined single limit general aggregate; and \$1,000,000 combined single limit for products/completed operations aggregate. Any general aggregate limit shall apply on a per project basis. This insurance shall not afford coverage on a "claims made" basis without the prior written approval of Owner.
- B. **Business auto liability insurance** with a minimum combined single limit of \$1,000,000 per accident and including coverage for bodily injury and property damage claims arising out of the ownership, maintenance or use of any auto and include coverage for Vendor from bodily injury and property damage claims arising out of liability assumed under the Contract Documents.
- C. **Workers compensation insurance** with statutory benefits as required by any state or Federal law, including standard "other states" coverage and employers liability insurance with minimum limits of \$100,000 each accident for bodily injury by accident, \$100,000 each employee for bodily injury by disease and \$500,000 policy limit for bodily injury by disease.

- D. **Personal property in transit, transportation or motor truck cargo insurance** with limits not less than 100% of the replacement cost of the personal property including equipment to be transported by Vendor (or any subcontractor) under the Contract Documents. Such insurance shall be written on all risks basis and be in effect until Final Acceptance.

**4.00 ARTICLE 4 - VENDOR'S RESPONSIBILITIES**

**4.01 SERVICES, MATERIALS AND EQUIPMENT:**

- A. Unless otherwise specified in the Contract Documents, Vendor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, startup and completion of the Work.
- B. All Materials/Equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner.
- C. All Materials/Equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned and conditioned in accordance with instructions provided by manufacturer and/or supplier, except as otherwise may be provided in the Contract Documents.

**4.02 PRODUCTS BY NAME/OR "APPROVED EQUAL:"** Products by name are intended to be descriptive of quality, workmanship, finish, function, and approximate characteristics desired and are not necessarily intended to be restrictive. Substitution of products for those named may be considered but must be approved by Owner and with the condition that said product is equal or superior in quality, workmanship, finish, function, and approximate characteristics to that specified by the Contract Documents. Owner will be the sole judge of the equivalences. Please see Technical Specifications for requirements.

**4.03 REJECTED MATERIAL:** Vendor shall, at his/her own expense, replace or satisfactorily adjust or repair all Materials/Equipment rejected for failure to comply with the Contract Documents.

**5.00 ARTICLE 5 - DELIVERY**

The delivery of the Vehicles shall be to the following location:

**Sussex County Joint Maintenance Garage  
21448 Rudder Lane  
Georgetown, DE 19947**

Sussex County must take possession of the delivery by June 27, 2025. Vendor shall coordinate the delivery to allow an authorized representative of Owner to inspect the Vehicles. If said representative finds the supplied Vehicle(s) to be defective, damaged or if said Vehicles fails in any way to meet the specifications set forth herein, the items in question may be rejected at the sole discretion of Owner. Vehicles must be delivered with the certificate of origin. Sussex County Government will be responsible for completing title and tag work. If conversion work is necessary, the vehicle will be delivered to the successful conversion vendor.

**6.00 ARTICLE 6 - CONTRACT TIME**

**6.01** The Vehicle(s) shall be delivered to the site defined in Article 5.00, by the Vendor within the delivery time listed on the bid form. The Delivery Time may be extended, in the sole and absolute discretion of Owner, with good cause shown.

**GENERAL**

**Scope of Work**

The following items shall be supplied on the vehicle as required equipment, unless otherwise specified.

- A. Speed Control – Must Be Equipped with OEM Cruise Control
- B. Seat(s) For Driver and Passenger(s). Single Flip Seat Mid-Hi Assembly for Passenger
- C. 5lb Extinguisher 3A 40 BC
- D. Triangle Reflectors
- E. First Aid Kit – 24 Unit
- F. Full Wheel Alignment
- G. Wheel Liners Stainless Steel #350/450 w/Valve Ext.

- H. 7kw Commercial Quiet Generator
- I. Led Light Strip for Upper Cabinets
- J. (2) Floor Wall Heaters 1000w 120v
- K. (2) Coat Hook
- L. Vent Fan Header Compartment w/Cover
- M. (2) Smoke/Carbon Detectors
- N. Chassis Stretch 158" OEM To 206"
- O. (2) Roof A/C 15,000 BTU Cool Only
- P. (2) Roof Vent – Fantastic 4000 Series Fan 14"
- Q. Key Switch – Exterior
- R. Entrance Door, Electric – Built in Cab, 29"
- S. Skid Tape Added to Bottom Jamb of Sedan Door
- T. 1520 Series Sedan Door in Body Entry Door w/Windows and Stepwell
- U. Safety Wind Strap – Added to Sedan Door
- V. Indoor Switch
- W. 110v Exterior GFI Outlet
- X. (2)V Wire Circuit
- Y. (5) 110v Outlet with Faceplate – 110v Duplex Outlet
- Z. (2) Replace Standard Dome Lights With 4" X 11" Led Light
- AA. Pullout Battery Tray
- BB. Backup Camera – 7" Mirror Monitor w/Blind Spot Assist System
- CC. (2) Interior Switch for Dome Lights – Located Next to Each Passenger Entrance Door

- DD. (2) Pull 110v 12-Gauge SL Cable – Coiled Up to Front Bulkhead Area For Rooftop A/C
- EE. Wire One 110v Outlet to Be Hot At All Times
- FF. Body Disconnect Switch
- GG. (2) Pull 110v 14/2 Gauge SL Wire Lead – For Heater Installation
- HH. Generator Prep Kit
- II. Running Board – Wide Diamond Plate (Driver’s Side)
- JJ. All Storage Areas Locked and Keyed the Same
- KK. Generator Enclosure Kit
- LL. Additional Steel Backer – Behind Driver’s Seat
- MM. White Fiberglass Wall with Door
- NN. Altro Faux Wood Floor (Iron Bamboo)
- OO. Smooth White FRP Interior W/Gray Vinyl Trim Package
- PP. Exterior Skirt Storage (36” W X 16” H X 21” D)
- QQ. Storage Compartment Over Driver
- RR. Stanchion Pole w/Assist R. H. Entry
- SS. Subflooring
- TT. Steel Backer Package 8” w 14 GA
- UU. Yellow Step Tread
- VV. Double W/C Lift Door – Deluxe
- WW. 1000# Lift
- XX. Wheelchair Lift Belt
- YY. Back-up Alarm

- ZZ. LED Brake Light – Center High Mount
- AAA. Microwave
- BBB. Compact Convenience Refrigerator
- CCC. Rear License Plate Brackets
- DDD. Cigarette Lighter (or Power Receptacle is Acceptable).
- EEE. Manufacturers Standard AM/FM Radio.
- FFF. Key - Four (4) Working Keys/Fobs.
- GGG. Air Bag – Driver Air Bag Required.
- HHH. Exterior Side Mirrors - Standard for Model Bid.
- III. Brakes - Anti Lock Braking System
- JJJ. Steering - Manufacturers Standard Power Assisted
- KKK. Transmission - Standard for Model Quoted.
- LLL. Any Option That Is Available at No Extra Charge Shall Be Included with the Delivery of the Vehicle and Shall Not Be Removed Unless Specified by Sussex County Government.
- MMM. Each Vehicle Must Be Delivered with a Complete Set of Operational Instruction Manuals.
- NNN. Specifications For Each Class of Vehicle Are Included Below in Attachment A.

**1.02 SHIPPING, DELIVERY, STORAGE & HANDLING**

- A. All vehicles shall be properly protected such that no damage will occur from the time of shipment until the time of delivery.
- B. County shall be responsible for inspecting all vehicles upon arrival. County shall notify the Vendor within 24 hours of any damage.

**1.03 WARRANTY**

- A. All warranties begin when the Purchaser accepts delivery from the contractor FOB point of origin/destination.
- B. All warranties shall be in writing and included in the bid. Bidders who fail to meet this requirement shall not be considered as responsive.
- C. All warranties will be transferable to second purchaser should the Department desire to sell this vehicle at a later date.
- D. Each bidder shall submit as part of their bid proposal, copies of the vehicle manufacturer's written warranty.
- E. A 36,000/3-year manufacturers bumper to bumper and a 60,000 miles/5 year power train warranty shall be included.



**Vehicle Specification (A) 28' Bookmobile ADA**

1. Wheelbase	206
2. Fuel Type	Gasoline
3. Year	2024 or newer
4. Maximum Seating	2
5. Color, Exterior	White
6. Color, Interior	Gray Cloth Seats
7. Engine	7.3L V8 Gas
8. Transmission	6 Speed Automatic
9. Drive	All Wheel Drive
10. Doors	2
11. Bed Length	NA
12. Tires	225/75RX16E
13. Wheels	Aluminum or Standard
14. Air Conditioning	Yes
15. Cruise Control	Yes
16. Door Locks	Powered
17. Windows	Powered
18. Trailer package	NA
19. Headroom Front	Standard
20. Maximum Leg Room front	Standard
21. Hip Room Front	Standard
22. Shoulder room Front	Standard
23. Ground Clearance	Standard
24. Fuel tank	55 gallons
25. Skid Plate	NA
26. Running Boards	Wide Diamond Plate (Driver's Side)
27. Provision for aftermarket roof mounted Light bar	NA
28. Recovery Hooks	NA
29. License Plate Bracket	Front and Rear
30. Bluetooth, or similar hands-free device	Yes
31. Warranty	Bumper to bumper 3yr/36K Miles, Powertrain 5yr/60K Miles
32. Roadside Safety Kit	Yes
33. Trailer Hitch	NA
34. Optional	<ol style="list-style-type: none"> <li>1. Daytime running lights</li> <li>2. Dual batteries</li> <li>3. LED Interior and exterior lighting</li> <li>4. In Cab Entrance Door – Aluminum bifold 29” with tinted glass</li> <li>5. Reroute exhaust to driver's side</li> <li>6. Welded tubular steel cage</li> <li>7. Flat floor with three-step entry</li> </ol>

	<ul style="list-style-type: none"><li>8. Drive shaft guards</li><li>9. Rear mud flaps</li><li>10. Steel Gage Primed with Rust Inhibitor</li><li>11. Underbody Foam Sealed and Undercoated</li><li>12. Fiberglass Flat Vertical Sidewalls</li><li>13. White Fiberglass Gel Coat Exterior 1"</li><li>14. Polystyrene Foam Board Insulation</li><li>15. Heavy Duty Steel Black Powder-Coated Rear Bumper</li></ul>
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**RFP ADDENDUM #1**  
Date of Addendum: 2/18/2025

**NOTICE TO ALL POTENTIAL RESPONDENTS**

The Request for Proposals (RFP) is modified as set forth in this Addendum. The original RFP Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal.

**PROPOSAL SUBMITTAL DEADLINE**

The Proposal submittal deadline remains the same and is not changed by this Addendum.

**1.0 – QUESTIONS AND ANSWERS**

The following questions and answers are provided as a matter of information to clarify issues raised about the RFP. To the extent that changes to the RFP are required based on the questions received, the RFP has been modified as noted above in the RFP section of this Addendum.

Item	Questions and Answers
1.1	<u>Question:</u> What type of vehicle are you looking for?  <u>Answer:</u> Step-van
1.2	<u>Question:</u> Is it gasoline or diesel?  <u>Answer:</u> Diesel
1.3	<u>Question:</u> When you mention ADA is that accessible or compliant?  <u>Answer:</u> Both accessible (via wheelchair lift) and compliant
1.4	<u>Question:</u> Do you have a floor plan?  <u>Answer:</u> No
1.5	<u>Question:</u> Is the driver's seat swiveled to the workstation?  <u>Answer:</u> No
1.6	<u>Question:</u> Would you like Acore shelving? They are typically 7", 9" and 11" deep, the bid notes 8".  <u>Answer:</u> Yes, 9" Acore shelving should work.
1.7	<u>Question:</u> Do you need heat or AC in the vehicle?  <u>Answer:</u> Heat and AC are required
1.8	<u>Question:</u> Do you want a finished look or unfinished (cart hauler)?  <u>Answer:</u> Acore book carts in conjunction with fixed shelving
1.9	<u>Question:</u> What's the budget for the vehicle?

	<u>Answer:</u> \$350,000
1.10	<u>Question:</u> Would a laminated desk be acceptable versus Corian? <u>Answer:</u> Yes
1.11	<u>Question:</u> Do you need interior and exterior lights? <u>Answer:</u> Yes
1.12	<u>Question:</u> Should there be a radio/PA and interior/exterior speakers? <u>Answer:</u> There should be a radio and interior speakers. PA and exterior speakers would be accepted as well.
1.13	<u>Question:</u> How do we include an exception or clarification? <u>Answer:</u> Note any exceptions or clarifications to the requirements and conditions in this RFP where applicable. If exceptions are not noted, Sussex County assumes that the Vendor's proposals meet stated requirements and any discovered deviation could result in disqualification of the proposal.

**END OF ADDENDUM**