

KANSAS CITY KANSAS PUBLIC SCHOOLS / USD 500

PURCHASING OFFICE | 2010 N. 59TH STREET ROOM 370 \ KANSAS CITY, KS 66104 WEB SITE: WWW.KCKPS.ORG/PURCHASING

SCHOOL BUSES - 2019

BID NO: IFB 19-029 ISSUE DATE: OCTOBER 24, 2019

Kansas City Kansas Public Schools will receive sealed bids, on this form at the Purchasing Office, 2010 N. 59th Street, Room 370, Kansas City, KS 66104 until **2:00 PM., November 7, 2019**, at which time bids received will be publicly opened and read, all in accordance with bid instructions, specifications and/or bid conditions attached hereto or as shown below.

Contact/Technical Contact:

Wayne C. Correll, Purchasing Manager | (913) 279-2270 | eMail: wayne.correll@kckps.org

BID INSTRUCTIONS:

FAXED BIDS WILL NOT BE ACCEPTED / EMAILED BIDS WILL NOT BE ACCEPTED.

Per attached specifications listed in this invitation to bid. Bidders must specify manufacturer/model number/delivery days, and unit price on each item or bid may be determined to be non-responsive.

- Pricing shall be FOB Kansas City, KS.
- Award may be to more than one vendor.
- The District reserves the right to reject any or all bids, to waive any informalities, irregularities or technical defects in bids, and unless otherwise specified by the District to accept any item or groups of items in the bid, as may be in the best interest of the District.
- Time (days, weeks, etc.) required for delivery is a significant consideration with respect to this award process. The time required for delivery must be indicated in the space provided or your bid may be found non-responsive and may not be considered.
- Bid shall include copies of pertinent warranty information pertaining to the product offered.
 The bidder agrees that equipment furnished under any resultant purchase order issued by
 Kansas City Kansas Public Schools shall be covered by commercial warranties the contractor
 gives to any customer for such supplies. All warranty information and certificates shall be
 furnished and become the property of the District upon delivery and acceptance of said items
 and/or the contractor must honor services and all rights and remedies stated in the warranties.

- All items are new manufacture unless otherwise specifically stated in this bid.
- All products must have passed the first line quality standard as set by the manufacturer and no seconds, blemished articles or items having defective workmanship are included.
- Bidder shall notify the District immediately of any changes to specifications made by the manufacturer for the equipment listed.
- Bid may not be considered if a service charge, minimum dollar or minimum quantity order is applied.
- The outcome of this bid will be posted on the District's Purchasing site http://www.kckps.org/index.php/awards-section and will include a bid tabulation/summary.
- Bidder shall acknowledge all addenda for this bid and include the form acknowledgements with their bid.
- The Kansas City Kansas Public Schools encourages participation of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE), and other disadvantaged certifications in the solicitations for projects, goods and services offered by the District. Participation of MBE/WBE and other disadvantaged businesses will not result in any scoring preference or advantage in the District's evaluation of the bid or proposal tendered by a supplier or contractor.

INCLEMENT WEATHER / EMERGENCY

IF THERE IS A DISTRICT CLOSING THE DAY OF A THE BID OPENING DUE TO INCLEMENT WEATHER OR AN EMERGENCY, THE BID OPENING WILL OCCUR AT 2:00 PM THE NEXT BUSINESS DAY THAT THE DISTRICT IS OPEN.

Notifications of closings will be posted at www.kckps.org

Reference Attachment A for further Bid Conditions and Instructions

SCHOOL BUS SPECIFICATIONS TYPE 'C' 24+3 PASSENGER BUS – QUANTITY 2

Chassis and body to be a new model as described in these specifications. Minimum specifications are listed below and each bidder must state to the right of the listed specifications the compliance details that pertain to the unit bid indicating size, quality, range and information as necessary to determine unit quality. Bidder's specifications must meet or exceed minimum specifications and must be listed in detail to be considered a qualified bid. All chassis and body specifications shall meet or exceed those specifications as set forth by the State of Kansas and Federal Minimum Specifications for School Buses and must meet all EPA/CARB standards.

These specifications must be filled out and returned with bid to be considered. Marking **YES** means you meet Specifications exactly. Marking **NO** means you must fill out an Explanation of Difference. Failure to do so will result in bid being disqualified. Any **MARKING** on the bid document other than in the **YES**, **NO**, or **Explanation of Difference** columns will result in the bid being disqualified.

The following specifications are to serve as the minimum requirements for this solicitation, and should not be construed to exclude any other make or model of comparably equipped vehicle of the same class designation.

SCHOOL BUS S	SPECIFICATIONS TYPE 'C' 24+3 PASSENGER BUS			
		YES	NO	Explanation of Difference
	CHASSIS SPECIFICATIONS			
	Bumper-To-Bumper Warranty Including Chassis: 3 year/50,000 miles	Ш		
Warranty:	Engine: Cummins Base warranty 5 years/100k miles with Towing covered first 2 years			
	Allison Transmission: 7-year unlimited miles			
	2021 model year with 279" wheelbase minimum			-
	24+2 passenger with minimum of 28.3" minimum seat spacing			-
	Overall length bumper-to-bumper 32.6' maximum			1
Model:	Interior Height 78" minimum			-
	All specifications, whether requested or not, must meet or exceed all State and Federal regulations now in effect.			
	Must meet Federal Standard 221			-

SCHOOL BUS SP	ECIFICATIONS TYPE 'C' 24+3 PASSENGER BUS			
		YES	NO	Explanation of Difference
Engine:	Cummins turbo charged, inline six-cylinder 220HP with 600 ft/lb. torque; 2017 GHG EPA Engine and SCR (Selective Catalytic Reduction) using DEF (Diesel Exhaust Fluid) for maximum fuel efficiency			
Transmission:	Allison 2500 Automatic 6-Speed Electronic with transmission temperature gauge			
Adjustable Pedal System:	No clutch pedal with adjustable suspended brake and accelerator pedals <i>(no exceptions)</i>			
Air Cleaner:	Donaldson single stage heavy duty type, firewall mounted with disposable element and left side integrated air intake hood plenum with two expulsion valves and restriction indicator			
Alternator:	320 Amp Delco Remy 12V 40-SI Alternator with remove Battery Voltage			-
	10,000 Lb. Drop Single Front Axle			
Axle	21,000 Lb. R Series Single Rear Axle			-
Axie	Front Oil Seals	ш		-
	5.22 Axle Ratio			-
Battery:	Triple 12 Volt – 2280 CCA Group 31 Battery with Cut-Off Switch mounted in battery box			
	ABS air brake system with Traction Control			
	15" x 5" Meritor Q Plus front cam brakes			
	16½" x 7" Meritor Q Plus rear cam brakes			
	Non-asbestos brake linings			
Air Brakes:	Cast iron outboard brake drums for front and rear axles			
Air brakes:	Meritor automatic slack adjuster			
	Two (2) steel air tanks, primary system tank for rear brakes and secondary system			
	1730 cu. in. tank capacity per tank, 3460 cu. in. total capacity			

3011001 003 31 1	CIFICATIONS TYPE 'C' 24+3 PASSENGER BUS	YES	NO	Fundamentian of Difference
	Air artivated spring leaded marking brokes on year out	YES	NO	Explanation of Difference
	Air-activated spring-loaded parking brakes on rear axle			
	One-valve parking brake system with warning			
	Mechanical primary/secondary air pressure gauges			
	Meritor WABCO (4) Sensor / (4) Modulator Anti-Lock Braking System (ABS) With Traction Control			
	Air compressor 18.7 CFM minimum			
	AD-9 Bendix air dryer with heater			
	BW DV-2 automatic drain valves with heater on all tanks			
Bumpers	1/4" thick x 14" high swept back heavy-duty front bumper with jack provision			
	Heavy Duty Steel Bumper, Black			
Cooling System:	Electric operated fan clutch			-
Frame:	Heavy duty 120,000 PSI (5/16" x 3" 10-1/8")			_
Fuel Tank:	100 Gallon mounted aft of rear axle between frame rails with hinged latching fuel fill door			
	Alarm W/Light and buzzer, for low oil pressure/high water temperature			
	Exhaust exit left side thru rear bumper			
	Phillips 750 Watt/115 Volt block heater with bumper mounted receptacle			
Miscellaneous:	Gauges: speedometer with odometer, trip meter, tachometer, hour meter, oil pressure, water temperature, voltmeter and fuel (All gauges mounted to provide unobstructed view from driver's position and instrumentation provide diagnostic capabilities for body and chassis electrical system.)			
	Electronic programmable RPM control switch			
	Cruise control			
	Electronic throttle with maximum speed set at 70 MPH			

		YES	NO	Explanation of Difference
	Parking lights on/off, headlights on/off dash mounted switch			
	Tow Hooks - 2 Front and 2 Rear			
	Front and rear dual action type shock absorbers			
	Sloped fiberglass hood with splash shields and low effect tilt (maximum 15# Pull effort)			
	Dual electric horn			
	One-gallon windshield washer reservoir, minimum			
	Halogen headlights with daytime running lights			
	Winter Front Cover			
	All units shall be keyed alike (all ignition keys shall be the same and all door keys shall be the same) External and internal locks keyed with code #CH545			-
	Heated Fuel/Water Separator			
Suspension Front:	10,000 Lb. Taper leaf			
Suspension Rear:	21,000 Lb. Comfort Trac Rear Air Ride Suspension			
Steering:	Power with tilt telescoping steering wheel			
Tires Front:	11R 22.5 16 Ply Michelin XZE			
Tires Rear:	11R 22.5 16 Ply Michelin XDE M/S			
Wheels:	Black, 10-stud disc 22.5 X 8.25 (Hub Piloted)			_
BODY SPECIFIC	ATIONS			
Battery Box:	Skirt mounted with slide out tray			
Body Construction	Heavy-duty one-piece C-Shaped 14-gauge one-piece roof bows on 30" centers extending below the floor line and two internal continuous, one piece 16-gauge roof crash rails. Maintains side impact integrity (Saf-T-Net construct)			

SCHOOL BUS S	SPECIFICATIONS TYPE 'C' 24+3 PASSENGER BUS			
		YES	NO	Explanation of Difference
	Floor shall be constructed of 14-gauge galvalume or galvanized steel with overlapping joints on 30" centers with one-piece interior impact rail welded to floor and at each intersection with body bows. Engineered and robotically within 1/32" of tolerance.			
	Wheelhouse shall be stamped 16-gauge one-piece low-profile design and not exceed 10" in height as measured from top of floor			
	Shall include vertical headers at each roof bow extending from upper side sheet to exterior structural header creating closed box type reinforcement at each roof bow			
	Bonded interior ceiling panels to have lapped and hemmed edges and include marproof-aluminized steel from bottom of the windows to the floor			
	20-gauge exterior roof and side panels secured to body with SAF-T- Bond structural adhesives and self-piercing rivets to prevent any leak path			
	Lower side skirt panels (floor level down) shall be quick change replaceable design with threaded fasteners (no exceptions)			
	All exterior body panels thoroughly rustproof after fabrication and before assembly			
	Rear wheel openings shall be equipped with metal or rubber fenderettes extending from body sides approximately 1 $\frac{1}{2}$ to help protect from wheel splash			
	Drip rails are to be located over side windows and doors			
Color:	Baked on polyurethane national school bus chrome yellow on exterior, with black guard rails, bumpers, window pilasters and background around warning lights			

SCHOOL BUS SPI	ECIFICATIONS TYPE 'C' 24+3 PASSENGER BUS			
		YES	NO	Explanation of Difference
	White Roof			
	Gray with flat black trim on interior			
Cowl Steps:	Folding steps and painted handles on cowl for cleaning windshield			
Crossing Gate:	Electric operated crossing arm with deactivation switch			
5 ()	Full width channel with separate snorkel for driver window and entrance door			
Defroster:	(2) 2-speed fans, one overhead center above windshield and one to left of driver			
Door	Glass in top and bottom, with door header pad and warning buzzer			
Emergency:	Positive stop to hold door open when in use			
	Electric operated, with door header pad.			
Door Entrance:	Both leafs to open outward with adjustment mechanism overhead behind removable access panel and a clear opening of 28" minimum	П	Н	
	Yellow Assist Rail on Left and Right Side of Entry Way			
	Door to close against a rubber seal at top and bottom.			
Door Lift:	Right Side with 50" opening			
	Full integrated multiplex electrical system for both body and chassis with number and color-coded wiring and matched weather proof connectors	П	П	
Electrical:	Access covers to main body wiring harness located above interior side window with completely removable cover, this cover to be removable without removing windows or other body panels			
	Switches shall be rocker type and provide "smart switch" technology offering switches with LED lighting that can be repositioned without rewiring or reprogramming of system			

SCHOOL BUS SP	PECIFICATIONS TYPE 'C' 24+3 PASSENGER BUS				
		YES	ı	NO	Explanation of Difference
	Panel lights shall be controlled by separate rheostat switch				
	All body circuits protected by circuit breakers with flame-retardant color and number coded wiring				
	Access covers to main body wiring harness above windows on left side				
	Wiring diagram with detailed electrical troubleshooting owner operator maintenance manual				
	Power outlet with cap, must be provided with constant battery voltage for electrical accessories				
	Overhead access panel in front and rear bulkhead for electrical wiring access				
	Noise control switch to shut off radio and heaters at railroad crossings. Switch should be mounted in driver's switch panel.				
	Three emergency reflective triangles, first aid kit per 1990 National Standards, and body fluid clean up kit.				
Emergency Equipment:	Compartment above windshield for storage of emergency equipment, Lettered "EMERGENCY EQUIPMENT INSIDE" if available. Include window on compartment door.				
	Five Ib. fire extinguisher 2A10BC with hose, to be mounted in compartment.				
Emergency	Four emergency exit windows, Two on each side of bus. Switch panel buzzer activates whenever the emergency window is opened.				
Exits:	Two roof hatches with buzzer and outside release handle. Hatch should be full pop up design for ventilation.				
Engine Noise Package:	Sound Absorbing ½" thick foam rubber in drivers' floor and firewall				

SCHOOL BUS SPECIFICATIONS TYPE 'C' 24+3 PASSENGER BUS					
		YES	NO	Explanation of Difference	
	Acoustical headliner in driver's area and 1st body section				
Floor:	Custom pre-cut, water resistant Douglas Fir 5/8" plywood between main floor and floor covering				
Floor Covering:	Black smooth rubber under seats and black ribbed steps and aisle with aluminum aisle molding and sealed at the edges.				
Fuel Door:	Fuel fill shall have hinged door				
Grab Handle:	Highly Visible <i>Yellow</i> Stainless steel at entrance door				
	Air Conditioning - 126,000 BTU-Free Flow (Bulkhead) non-ducted. Must be Factory Installed utilizing R134A refrigerant. In-wall mounted evaporator with skirt mounted condensers. Must include Dash AC				
	One 30,600 BTU heater located in stepwell area				
	One 84,000 BTU heater located mid-ship under seat				
HVAC	One 84,000 BTU heater located rear under seat				
HVAC	One 20,000 BTU chassis dash heater and defroster for improved windshield visibility	Ш		-	
	Shut off valves in engine compartment				
	Passenger heaters to be copper coil design with aluminum fin and replaceable metal filters				
	Passenger heater motors shall be serviceable without disturbing heater cores				
Insulation:	2" thick fire-resistant insulation in headlining, side and rear wall to deaden sound, reduce vibration and provide a thermal barrier			-	
Lettering:	To meet all State regulations - numbers and belt lettering to be provided with purchase order	П			
	Two 7-inch backup with clear lens				
Lights:	Marketer/Cluster - LED Pin Style, Low Profile, Marker Clearance Lights - and reflectors as required				

SCHOOL BUS SPECIFICATIONS TYPE 'C' 24+3 PASSENGER BUS					
		YES	NO	Explanation of Difference	
	Directional, Two 7-inch amber on front and two 7-inch amber on rear				
	Side Directional - LED Pin Style, Low Profile, Marker Clearance Lights				
	Two rows of dome lights with last two on separate switch, plus driver's light on a separate switch				
	Two automatic stepwell lights, one interior and one exterior				
	Flush mounted eight light warning system with Lexan covers serviceable from inside the vehicle, amber lens must provide a minimum of 49 sq. in. lighting surface and red lens must provide a minimum of 42 sq. in lighting surface				
	Two 4-inch and two 7-inch red combination stop and tail lights				
	Clearance lights and headlamps to be on same switch				
	Roof mounted low profile strobe light with a separate switch				
Locks:	Entrance Door shall be "power" operated with keyed switch mounted in skirt forward of entrance door.				
	Rear emergence door shall be a non-locking door.				
	One 6"x 30" interior with 6"x 30" plastic visor				
Mirrors:	Rear view mirrors, heated - one system on each side				
	Cross view mirrors, heated - one on each side				
	Back up warning alarm 112 decibels minimum				
	Reflective markings per Kansas state regulations				
Miscellaneous:	(2) Dash cup holders, left hand and right hand				
wiiscenalieous.	12 Volt Cellular Phone Power Outlet				
	4" x 6" certificate holder				
	Allison Vocational Package 354 - Fifth Generation				

SCHOOL BUS SPECIFICATIONS TYPE 'C' 24+3 PASSENGER BUS					
		YES		NO	Explanation of Difference
	Trash Can mounted in Driver Area				
	Factory installed pre-wire for Zonar Telematics				
Mud Flaps:	Rubber mud flaps front and rear				
Passenger Advisory:	Alarm system that requires the driver to deactivate it by walking through the interior of the bus to turn it off and verify that on passengers are still aboard.				
Radio:	Pre-Wire for 2 Way Radio. <i>Include</i> six recessed speakers in the passenger area.				
Rails Guard:	Four, 4 1/2" mounted at window level, seat level, floor level and bottom of skirt				
	45" high back restraining seat assembly, two-legged, wall mount with black seat belt ready frames (Do not include seat belts)				-
Seats,	Two (2) fully padded barriers shall be mounted in front of the passenger seats. (one on each side). Include kickplate on right side.				
Passenger:	Passenger seats and barriers covered with Blue Proform fire block vinyl				
	3 Point Lap Shoulder Belts (2 per seat) and two (2) Integrated Child Seats in every seat. ICS belts must fold up into seat.				
	High back bucket type with back tilt adjustment and right-side arm rest				
Seat, Drivers:	Pedestal to be air ride suspension with 2 shocks with push button control for height adjustment with cloth insert and without armrests				
	Orange florescent combination shoulder/lap seat belt with retractors and D loop adjustment for shoulder belt				

SCHOOL BUS SP	ECIFICATIONS TYPE 'C' 24+3 PASSENGER BUS			
		YES	NO	Explanation of Difference
Stepwell:	Three step full depth treads, covered with Koroseal Black Pebble tread. Pebble extends over the white nosing			
Stop Arm:	Electric operated high-intensity Transpec Solid State with two (2) 4" red strobe lights and wind guard			
Storage Compartment:	An overhead storage compartment 42.5" wide, 10" high and 6" deep shall be located above the windshield and hinged at top			
	Additional drivers' storage above the driver's window			
Switches:	Individual rocker type, labeled and back-lit with international symbols, mounted in switch cabinet to left of driver			
	Panel lights to be controlled by separate rheostat switch			
Undercoating:	Entire underbody shall be completely undercoated with asphalt emulsion water- based undercoating after body to chassis mounting			
	Braun NL 919IB-2			
	Overhead Tracking			
	S.T.A.R.S. Anchor Pockets (5) Covered PARA-8306-L2			
	Restraint System - Qstraint 8100A1L			
Wheelchair:	Retainer 50" with Door Chain and Hook			
	Storage Pouch Vinyl Qstraint			
	2 Dedicated Wheelchair Positions on Left Side			
	1 Covered Wheelchair Position on Left Side			
	2 Covered Wheelchair Positions on Right Side			
	Flat Floor Package			
Windows:	Drivers double sliding aluminum sash with latch			
	Rear door shall be bonded flat safety glass			

SCHOOL BUS SI	PECIFICATIONS TYPE 'C' 24+3 PASSENGER BUS			
		YES	NO	Explanation of Difference
	One bonded SAF-T Vision window shall be provided forward of the driver's window and one below the driver's window plus two bonded SAF-T Vision windows forward of the entrance door			
	Split aluminum side sash with bonded safety glass in black frames and 12" window opening when lowered			
	Side window latches must be removable for repair without removing window frame and the side window frames must be removable for repair without having to remove or loosen body panels			
	All glass to be tinted			
	Bonded one piece curved and slanted to reduce breakage, provide maximum vision and reduce wind resistance for better fuel mileage. Resistant to damage due to aerodynamic design.			
Windshield:	Windshield shall be tinted safety plate laminated glass with 5" glare resistant band at top and provide minimum of 3,000 sq. in. of windshield viewing area. 25% improved visibility over the typical Type C bus.			
Windshield Washer:	Electric – one-gallon capacity reservoir, minimum			
	Heavy-duty electric bottom mounted wet arm type resulting in 1,537 sq. in. of wiped area			
Windshield Wipers:	Steering column mounted wiper switch shall be five speed intermittent with continuous low and high speed			
	A single wiper motor with delay shall be accessible for service under engine hood without removing any panels.			

SCHOOL BUS SPECIFICATIONS TYPE 'C' 24+3 PASSENGER BUS				
		YES	NO	Explanation of Difference
Wiring:	Color-coded and numbered wiring. All wiring diagrams provided with the bus shall indicate both circuit number and color used. Prefer a website to access wiring diagram.			
OPTION:	A Tire pressure monitoring system designed to display tire pressure. The system is capable of providing current tire pressure on demand whether moving or stationary. The system monitors all 6 tires to display Low and/or High PSI levels and temperature warnings. Dash display incorporating tire pressure and tire temperature displays.			
OPTION:	Espar Heater Systems E-Guardian 12 (7 day programable)			
OPTION:	Camera System: Seon DVR-TH4 with 3 cameras and Wi-Fi able to receive video wireless with DVR			

20+2 PASSENGER TYPE "C" CONVENTIONAL SCHOOL BUS - QUANTITY 2

Chassis and body to be a new model as described in these specifications. Minimum specifications are listed below and each bidder must state to the right of the listed specifications the compliance details that pertain to the unit bid indicating size, quality, range and information as necessary to determine unit quality. Bidder's specifications must meet or exceed minimum specifications and must be listed in detail to be considered a qualified bid. All chassis and body specifications shall meet or exceed those specifications as set forth by the State of Kansas and Federal Minimum Specifications for School Buses and must meet all EPA/CARB standards.

These specifications must be filled out and returned with bid to be considered. Marking **YES** means you meet Specifications exactly. Marking **NO** means, you must fill out an Explanation of Difference. Failure to do so will result in bid being disqualified. Any **MARKING** on the bid document other than in the **YES**, **NO**, or **Explanation of Difference** columns will result in the bid being disqualified.

The following specifications are to serve as the minimum requirements for this solicitation, and should not be construed to exclude any other make or model of comparably equipped vehicle of the same class designation.

SCHOOL BUS SPECIFICATIONS TYPE 'C' 20+2 PASSENGER BUS				
		YES	NO	Explanation of Difference
	CHASSIS SPECIFICATIONS			
	Bumper-To-Bumper Warranty Including Chassis: 3 year/50,000 miles			
Warranty:	Engine: Cummins Base warranty 5 years/100k miles with Towing covered first 2 years			
	Allison Transmission: 7-year unlimited miles			
	2021 model year with 279" wheelbase minimum			-
Model:	20+3 passenger with minimum of 28.3" minimum seat spacing			-
	Overall length bumper-to-bumper 32.6' maximum			-
	Interior Height 78" minimum			-

	SCHOOL BUS SPECIFICATIONS TYPE 'C' 20+2 PASSENG	GER BUS		
		YES	NO	Explanation of Difference
	All specifications, whether requested or not, must meet or exceed all			
	State and Federal regulations now in effect.			
	Must meet Federal Standard 221		_	
	Cummins turbo charged, inline six-cylinder 220HP with 600 ft/lb.			
Engine:	torque; 2017 GHG EPA Engine and SCR (Selective Catalytic Reduction)			
	using DEF (Diesel Exhaust Fluid) for maximum fuel efficiency			
Fransmission:	Allison 2500 Automatic 6-Speed Electronic with transmission			
1141131111331011.	temperature gauge			
Adjustable Pedal System:	No clutch pedal with adjustable suspended brake and accelerator			
	pedals (no exceptions)			
	Donaldson single stage heavy duty type, firewall mounted with			
Air Cleaner:	disposable element and left side integrated air intake hood plenum			
	with two expulsion valves and restriction indicator			
Alternator:	320 Amp Delco Remy 12V 40-SI Alternator with remove Battery			
	Voltage		l t	
	10,000 Lb. Drop Single Front Axle			
Axle	21,000 Lb. R Series Single Rear Axle			
AXIE	Front Oil Seals		-	
	5.22 Axle Ratio		-	
Battery:	Triple 12 Volt – 2280 CCA Group 31 Battery with Cut-Off Switch			
	mounted in battery box			
	ABS air brake system with Traction Control			
	15" x 5" Meritor Q Plus front cam brakes			
Air Brakes:	16½" x 7" Meritor Q Plus rear cam brakes			
an Diakes.	Non-asbestos brake linings			
	Cast iron outboard brake drums for front and rear axles			
	Meritor automatic slack adjuster			

	SCHOOL BUS SPECIFICATIONS TYPE 'C' 20+2 PASSEN	GER BUS		
		YES	NO	Explanation of Difference
	Two (2) steel air tanks, primary system tank for rear brakes and			
	secondary system			
	1730 cu. in. tank capacity per tank, 3460 cu. in. total capacity			
	Air-activated spring-loaded parking brakes on rear axle			
	One-valve parking brake system with warning			
	Mechanical primary/secondary air pressure gauges			
	Meritor WABCO (4) Sensor/(4) Modulator Anti-Lock Braking System (ABS) With Traction Control			
	Air compressor 18.7 CFM minimum			
	AD-9 Bendix air dryer with heater			
	BW DV-2 automatic drain valves with heater on all tanks			
	¼" thick x 14" high swept back heavy-duty front bumper with jack			
Bumpers	provision			
	Heavy Duty Steel Bumper, Black			
Cooling System:	Electric operated fan clutch			
rame:	Heavy duty 120,000 PSI (5/16" x 3" 10-1/8")		-	
-uel Tank:	100 Gallon mounted aft of rear axle between frame rails with hinged			
der rank.	latching fuel fill door			
	Alarm W/Light and buzzer, for low oil pressure/high water			
	temperature			
/liscellaneous:	Exhaust exit left side thru rear bumper			
	Phillips 750 Watt/115 Volt block heater with bumper mounted			
	receptacle			

SCHOOL BUS SPECIFICATIONS TYPE 'C' 20+2 PASSENGER BUS				
		YES	NO	Explanation of Difference
	Gauges: speedometer with odometer, trip meter, tachometer, hour meter, oil pressure, water temperature, voltmeter and fuel (All gauges mounted to provide unobstructed view from driver's position and instrumentation provide diagnostic capabilities for body and chassis electrical system.)			
	Electronic programmable RPM control switch			
	Cruise control			
	Electronic throttle with maximum speed set at 70 MPH			
	Parking lights on/off, headlights on/off dash mounted switch			
	Tow Hooks - 2 Front and 2 Rear			
	Front and rear dual action type shock absorbers			
	Sloped fiberglass hood with splash shields and low effect tilt (maximum 15# Pull effort)			
	Dual electric horn			
	One-gallon windshield washer reservoir, minimum			
	Halogen headlights with daytime running lights			
	Winter Front Cover			
	All units shall be keyed alike (all ignition keys shall be the same and all door keys shall be the same) External and internal locks keyed with code #CH545		-	
	Heated Fuel/Water Separator			
Suspension Front:	10,000 Lb. Taper leaf			
Suspension Rear:	21,000 Lb. Comfort Trac Rear Air Ride Suspension			
Steering:	Power with tilt telescoping steering wheel			
Tires Front:	11R 22.5 16 Ply Michelin XZE			
Tires Rear:	11R 22.5 16 Ply Michelin XDE M/S			
Wheels:	Black, 10-stud disc 22.5 X 8.25 (Hub Piloted)			

	SCHOOL BUS SPECIFICATIONS TYPE 'C' 20+2 PASSENG	ER BUS		
		YES	NO	Explanation of Difference
	BODY SPECIFICATIONS		_	
Battery Box:	Skirt mounted with slide out tray			
	Heavy-duty one-piece C-Shaped 14-gauge one-piece roof bows on 30" centers extending below the floor line and two internal continuous, one piece 16-gauge roof crash rails. Maintains side impact integrity (Saf-T-Net construct)			
	Floor shall be constructed of 14-gauge galvalume or galvanized steel with overlapping joints on 30" centers with one-piece interior impact rail welded to floor and at each intersection with body bows. Engineered and robotically within 1/32" of tolerance.			
	Wheelhouse shall be stamped 16-gauge one-piece low-profile design and not exceed 10" in height as measured from top of floor			
Body Construction	Shall include vertical headers at each roof bow extending from upper side sheet to exterior structural header creating closed box type reinforcement at each roof bow			
	Bonded interior ceiling panels to have lapped and hemmed edges and include marproof-aluminized steel from bottom of the windows to the floor			
	20-gauge exterior roof and side panels secured to body with SAF-T- Bond structural adhesives and self-piercing rivets to prevent any leak path			
	Lower side skirt panels (floor level down) shall be quick change replaceable design with threaded fasteners (no exceptions)			
	All exterior body panels thoroughly rustproof after fabrication and before assembly			

SCHOOL BUS SPECIFICATIONS TYPE 'C' 20+2 PASSENGER BUS				
		YES	NO	Explanation of Difference
	Rear wheel openings shall be equipped with metal or rubber fenderettes extending from body sides approximately 1 ½ to help protect from wheel splash			
	Drip rails are to be located over side windows and doors			
Color:	Baked on polyurethane national school bus chrome yellow on exterior, with black guard rails, bumpers, window pilasters and background around warning lights			
	White Roof Gray with flat black trim on interior		-	
Cowl Steps:	Folding steps and painted handles on cowl for cleaning windshield			
Crossing Gate:	Electric operated crossing arm with deactivation switch			
Defroster:	Full width channel with separate snorkel for driver window and entrance door			
Derroster.	(2) 2-speed fans, one overhead center above windshield and one to left of driver			
Door Emergency:	Glass in top and bottom, with door header pad and warning buzzer			
	Positive stop to hold door open when in use			
	Electric operated, with door header pad.			
Door Entrance:	Both leafs to open outward with adjustment mechanism overhead behind removable access panel and a clear opening of 28" minimum			
	Yellow Assist Rail on Left and Right Side of Entry Way			
- ····	Door to close against a rubber seal at top and bottom.			
Door Lift:	Right Side with 50" opening			

	SCHOOL BUS SPECIFICATIONS TYPE 'C' 20+2 PASSENG	GER BUS		
		YES	NO	Explanation of Difference
	Full integrated multiplex electrical system for both body and chassis with number and color-coded wiring and matched weather proof connectors			
	Access covers to main body wiring harness located above interior side window with completely removable cover, this cover to be removable without removing windows or other body panels			
	Switches shall be rocker type and provide "smart switch" technology offering switches with LED lighting that can be repositioned without rewiring or reprogramming of system			
	Panel lights shall be controlled by separate rheostat switch			
Electrical:	All body circuits protected by circuit breakers with flame-retardant color and number coded wiring			
	Access covers to main body wiring harness above windows on left side			
	Wiring diagram with detailed electrical troubleshooting owner operator maintenance manual			
	Power outlet with cap, must be provided with constant battery voltage for electrical accessories			
	Overhead access panel in front and rear bulkhead for electrical wiring access			
	Noise control switch to shut off radio and heaters at railroad crossings. Switch should be mounted in driver's switch panel.			
Emergency Equipment:	Three emergency reflective triangles, First aid kit per 1990 National Standards, and body fluid clean up kit.			

SCHOOL BUS SPECIFICATIONS TYPE 'C' 20+2 PASSENGER BUS				
		YES	NO	Explanation of Difference
	Compartment above windshield for storage of emergency equipment, Lettered "EMERGENCY EQUIPMENT INSIDE" if available. Include window on compartment door.			
	Five lb. fire extinguisher 2A10BC with hose, to be mounted in compartment.			
Emergency Exits:	Four emergency exit windows, Two on each side of bus. Switch panel buzzer activates whenever the emergency window is opened.			
	Two roof hatches with buzzer and outside release handle. Hatch should be full pop up design for ventilation.			
Engine Noise Package:	Sound Absorbing ½" thick foam rubber in drivers' floor and firewall			
	Acoustical headliner in driver's area and 1st body section			
Floor:	Custom pre-cut, water resistant Douglas Fir 5/8" plywood between main floor and floor covering			
Floor Covering:	Black smooth rubber under seats and black ribbed steps and aisle with aluminum aisle molding and sealed at the edges.			
Fuel Door:	Fuel fill shall have hinged door			
Grab Handle:	Highly Visible Yellow Stainless steel at entrance door			
HVAC	Air Conditioning - 126,000 BTU-Free Flow (Bulkhead) non-ducted. Must be Factory Installed utilizing R134A refrigerant. In-wall mounted evaporator with skirt mounted condensers. Must include Dash AC			
	One 30,600 BTU heater located in stepwell area			
	One 84,000 BTU heater located mid-ship under seat			
	One 84,000 BTU heater located rear under seat			

	SCHOOL BUS SPECIFICATIONS TYPE 'C' 20+2 PASSENG	ER BUS		
		YES	NO	Explanation of Difference
	One 20,000 BTU chassis dash heater and defroster for improved			
	windshield visibility		_	
	Shut off valves in engine compartment			
	Passenger heaters to be copper coil design with aluminum fin and			
	replaceable metal filters			
	Passenger heater motors shall be serviceable without disturbing			
	heater cores			
	2" thick fire-resistant insulation in headlining, side and rear wall to			
nsulation:	deaden sound, reduce vibration and provide a thermal barrier	- 1		
			-	
ettering:	To meet all State regulations - numbers and belt lettering to be	- 1		
ettering.	provided with purchase order			
	Two 7-inch backup with clear lens			
	Marketer/Cluster - LED Pin Style, Low Profile, Marker Clearance Lights -	- 1		
	and reflectors as required			
	Directional, Two 7-inch amber on front and two 7-inch amber on rear			
	Side Directional - LED Pin Style, Low Profile, Marker Clearance Lights			
	Two rows of dome lights with last two on separate switch, plus driver's			
ights:	light on a separate switch	- 1		
	Two automatic stepwell lights, one interior and one exterior			
	Flush mounted eight light warning system with Lexan covers			
	serviceable from inside the vehicle, amber lens must provide a			
	minimum of 49 sq. in. lighting surface and red lens must provide a			
	minimum of 42 sq. in lighting surface			
	Two 4-inch and two 7-inch red combination stop and tail lights			

SCHOOL BUS SPECIFICATIONS TYPE 'C' 20+2 PASSENGER BUS				
		YES	NO	Explanation of Difference
	Clearance lights and headlamps to be on same switch			
	Roof mounted low profile strobe light with a separate switch			
ocks:	Entrance Door shall be "power" operated with keyed switch mounted			
.ocks.	in skirt forward of entrance door.			
	Rear emergence door shall be a non-locking door.			
	One 6"x 30" interior with 6"x 30" plastic visor			
Mirrors:	Rear view mirrors, heated - one system on each side			
viii i Ois.	Cross view mirrors, heated - one on each side			
	Back up warning alarm 112 decibels minimum			
	Reflective markings per Kansas state regulations			
	(2) Dash cup holders, left hand and right hand			
/liscellaneous:	12 Volt Cellular Phone Power Outlet			
	4" x 6" certificate holder			
	Allison Vocational Package 354 - Fifth Generation			
	Trash Can mounted in Driver Area			
	Factory installed pre-wire for Zonar Telematics			
/lud Flaps:	Rubber mud flaps front and rear			
	Alarm system that requires the driver to deactivate it by walking			
assenger Advisory:	through the interior of the bus to turn it off and verify that on			
	passengers are still aboard.			
Radio:	Pre-Wire for 2 Way Radio. <i>Include</i> six recessed speakers in the			
adio.	passenger area.			
Rails Guard:	Four, 4 1/2" mounted at window level, seat level, floor level and			
talis Guaru.	bottom of skirt			
Seats, Passenger:	45" high back restraining seat assembly, two-legged, wall mount with			
Jeans, i asseriger.	black seat belt ready frames (Do not include seat belts)			

SCHOOL BUS SPECIFICATIONS TYPE 'C' 20+2 PASSENGER BUS				
		YES	NO	Explanation of Difference
	Two (2) fully padded barriers shall be mounted in front of the passenger seats. (one on each side). Include kickplate on right side.			
	Passenger seats and barriers covered with Blue Proform fire block vinyl			
	3 Point Lap Shoulder Belts (2 per seat) and two (2) Integrated Child Seats in every seat. ICS belts must fold up into seat.			
	High back bucket type with back tilt adjustment and right-side arm rest			
Seat, Drivers:	Pedestal to be air ride suspension with 2 shocks with push button control for height adjustment with cloth insert and without armrests			
	Orange florescent combination shoulder/lap seat belt with retractors and D loop adjustment for shoulder belt			
Stepwell:	Three step full depth treads, covered with Koroseal Black Pebble tread. Pebble extends over the white nosing			
Stop Arm:	Electric operated high-intensity Transpec Solid State with two (2) 4" red strobe lights and wind guard			
Storage Compartment:	An overhead storage compartment 42.5" wide, 10" high and 6" deep shall be located above the windshield and hinged at top			
	Additional drivers' storage above the driver's window			
Switches:	Individual rocker type, labeled and back-lit with international symbols, mounted in switch cabinet to left of driver			
	Panel lights to be controlled by separate rheostat switch			

	SCHOOL BUS SPECIFICATIONS TYPE 'C' 20+2 PASSENG	GER BUS		
		YES	NO	Explanation of Difference
Undercoating:	Entire underbody shall be completely undercoated with asphalt emulsion water-based undercoating after body to chassis mounting	П		
	Braun NL 919IB-2			
	Overhead Tracking			
	S.T.A.R.S. Anchor Pockets (5) Covered PARA-8306-L2			
Vheelchair:	Restraint System - Qstraint 8100A1L			
wneeichair:	Retainer 50" with Door Chain and Hook			
	Storage Pouch Vinyl Qstraint			
	3 Dedicated Wheelchair Positions on Left Side			
	2 Covered Wheelchair Positions on Right Side			
	Flat Floor Package			
	Drivers double sliding aluminum sash with latch			
Windows:	Rear door shall be bonded flat safety glass			
	One bonded SAF-T Vision window shall be provided forward of the driver's window and one below the driver's window plus two bonded SAF-T Vision windows forward of the entrance door			
	Split aluminum side sash with bonded safety glass in black frames and 12" window opening when lowered			
	Side window latches must be removable for repair without removing window frame and the side window frames must be removable for repair without having to remove or loosen body panels			
	All glass to be tinted			

	SCHOOL BUS SPECIFICATIONS TYPE 'C' 20+2 PASSENG	ER BUS		
		YES	NO	Explanation of Difference
Windshield:	Bonded one piece curved and slanted to reduce breakage, provide maximum vision and reduce wind resistance for better fuel mileage. Resistant to damage due to aerodynamic design.			
	Windshield shall be tinted safety plate laminated glass with 5" glare resistant band at top and provide minimum of 3,000 sq. in. of windshield viewing area. 25% improved visibility over the typical Type C bus.			
Windshield Washer:	Electric – one-gallon capacity reservoir, minimum			
Windshield Wipers:	Heavy-duty electric bottom mounted wet arm type resulting in 1,537 sq. in. of wiped area			
	Steering column mounted wiper switch shall be five speed intermittent with continuous low and high speed			
	A single wiper motor with delay shall be accessible for service under engine hood without removing any panels.			
Wiring:	Color-coded and numbered wiring. All wiring diagrams provided with the bus shall indicate both circuit number and color used. Prefer a website to access wiring diagram.			
OPTION:	A Tire pressure monitoring system designed to display tire pressure. The system is capable of providing current tire pressure on demand whether moving or stationary. The system monitors all 6 tires to display Low and/or High PSI levels and temperature warnings. Dash display incorporating tire pressure and tire temperature displays.			

SCHOOL BUS SPECIFICATIONS TYPE 'C' 20+2 PASSENGER BUS					
		YES	NO	Explanation of Difference	
OPTION:	Espar Heater Systems E-Guardian 12 (7 day programable)				
OPTION:	Camera System: Seon DVR-TH4 with 3 cameras and Wi-Fi able to receive video wireless with DVR				

BID FORM

By signing this bid form, the vendor certifies the forms being offered meets or exceeds all requirements and conditions of the bid, special provisions and specifications. In compliance with the above and subject to all the conditions hereof, the undersigned offers and agrees to furnish all items upon which prices are quoted, at the price set opposite each item.

The undersigned certifies that no Federal, State, County or Municipal tax is included in the above quoted prices and that none will be added.

Public schools are TAX EXEMPT. Exemption certificates will be provided upon request.

REQUIREMENT	PROPOSED EQUIPMENT 24+3 PASSENGER TYPE "C" CONVENTIONAL SCHOOL BUS	
Manufacturer:		
Model:		
	PRICING	
	Unit Cost (Including Delivery FOB – Location)	\$
	Total Cost for 2 Buses	\$
	OPTIONS	
	A Tire pressure monitoring system designed to display tire pressure. The system is capable of providing current tire pressure on demand whether moving or stationary. The system monitors all 6 tires to display Low and/or High PSI levels and temperature warnings. Dash display incorporating tire pressure and tire temperature displays.	\$ Per Bus
	Espar Heater Systems E-Guardian 12 (7 day programable)	\$ Per Bus
	Camera System: Seon DVR-TH4 with 3 cameras and Wi-Fi able to receive video wireless with DVR	\$ Per Bus

REQUIREMENT	PROPOSED EQUIPMENT 20+2 PASSENGER TYPE "C" CONVENTIONAL SCHOOL BUS	
Manufacturer:		
Model:		
	PRICING	
	Unit Cost (Including Delivery FOB – Location)	\$
	Total Cost for 2 Buses	\$
	OPTIONS	
	A Tire pressure monitoring system designed to display tire pressure. The system is capable of providing current tire pressure on demand whether moving or stationary. The system monitors all 6 tires to display Low	\$ Per Bus

and/or High PSI levels and temperature warnings. Dash display incorporating tire pressure and tire temperature displays.	
Espar Heater Systems E-Guardian 12 (7 day programable)	\$ Per Bus
Camera System: Seon DVR-TH4 with 3 cameras and Wi-Fi able to receive video wireless with DVR	\$ Per Bus

Lead Time to Delivery		
From the date of receipt of order, what is the delivery?	ne estimated lead time to	Days
Diversity Designation(s)		
MBE/WBE/Other Certification Is your firm certified MBE/WBE or Other? (C	Circle One)>>	Yes / No
If Certified MBE/WBE/Other, Please Identify (example: " <i>MBE</i> ")>>	Certification	
WE HEREBY AGREE TO FURNISH THE ITEMS TERMS AND CONDITIONS PREVIOUSLY LIS	•	
BY:	DATE	
	FIDA 4:	
TITLE:	FIRM:	

ATTACHMENT A – USD 500 STANDARD TERMS AND CONDITIONS

- 1. SCOPE: The following terms and conditions shall prevail unless otherwise modified by U.S.D. 500 within this bid document. U.S.D. 500 reserves the right to reject any bid which takes exception to these terms and conditions.
- 2. DEFINITIONS AS USED HEREIN:
 - a. The term "bid request" means a solicitation of a formal sealed bid.
 - b. The term "bid" means the price offered by the bidder.
 - c. The term "bidder" means the offeror or Contractor.
 - d. The term "U.S.D. 500" means Unified School District No. 500.
 - e. The term "Board of Education" or "BOE" means the governing body of Unified School District No.500
- COMPLETING BID: Bids must be submitted ONLY on the form provided in this bid document. All information must be legible. Any and all corrections and /or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.
- 4. CONFIDENTIALITY OF BID INFORMATION: Each bid must be sealed and submitted in or under cover of the enclosed envelope to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid or in a separate envelope marked "Literature for Bid (Number)." Do NOT indicate bid prices on literature. All bids and supporting bid documents become public information after the bid opening and are available for inspection by the general public in accordance with the Kansas Open Records Act.
- 5. ACCURACY OF BID: Each bid is publicly opened and is made part of the public record of U.S.D. 500. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
- SUBMISSION OF BID: Bids are to be sealed and submitted to the Purchasing Department Office, 2010 North 59th Street, Room 370, Kansas City, Kansas, 66104, prior to the date and time indicated on the cover sheet.
- 7. ADDENDA: All changes in connection with this bid will be issued by the Purchasing Office in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the bid.
- 8. LATE BIDS AND MODIFICATION OR WITHDRAWALS: Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.
- 9. BIDS BINDING: All bids submitted shall be binding upon the bidder if accepted by U.S.D. 500 within sixty (60) calendar days after the bid opening.
- 10. EQUIVALENT BIDS: When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/ or samples may be required and shall be supplied at no charge to the school district.
- 11. NEW MATERIALS, SUPPLIES AND EQUIPMENT: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect, and suitable for their intended purpose. All equipment shall be assembled and fully serviced, ready for operation when delivered.
- 12. WARRANTY: Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to U.S.D. 500 by any other clause of this bid reserves the right to request from bidders a separate manufacturer certification of all statements made in the Proposal.
- 13. METHOD OF AWARD AND NOTIFICATION: Bids will be analyzed and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of U.S.D. 500.
- 14. U.S.D. 500 reserves the right to reject any or all bids and any part of a bid: to waive informalities, technical defects, and minor irregularities in bids received: and to award the bid on an item by item basis by specified groups of items or to consider bids submitted on an "all or nothing "basis if the bid is clearly designed as such or when it is determined to be in the best interest of U.S.D. 500.
- 15. The signed bid shall be considered an offer on the part of the bidder: such offer shall be deemed accepted upon the issuance by U.S.D. 500 of a Purchase Order or other contractual document.
- 16. DELIVERY TERMS: All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.
- 17. DAMAGED AND/OR LATE SHIPMENTS: U.S.D 500 has no obligation to accept damaged shipments and reserves the right to return at the Contractor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Contractor is responsible to notify U.S.D. 500 Purchasing Office of any late or delayed shipments. U.S.D. 500 reserves the right to cancel all or any part of an order if the shipment is not made as promised.
- 18. CREDIT TERMS: Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
- 19. SELLER'S INVOICE: Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.
- 20. TAX EXEMPT: U.S.D. 500 is exempt from Federal, State and local taxes by KS-FZLEKBLQ. Sites of all transactions under the order(s) that shall be derived from this bid request shall be deemed to have been accomplished within the State of Kansas.
- 21. SAFETY: All practices, materials, supplies and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

- 22. DISCLAIMER OR LIABILITY: U.S.D. 500 will not hold harmless or indemnify any bidder for any liability whatsoever.
- 23. TERMINATION RIGHTS: KCKPS shall have the right to terminate/cancel the Agreement for its convenience and without penalty upon thirty (30) days prior written notice to the Contractor.
- 24. HOLD HARMLESS: The Contractor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents fee and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities or every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

NO MUTUAL INDEMNIFICATION:

K.S.A.72-8201a: Contracts; indemnification or hold harmless provisions, void.

- (a) It is the public policy of the state of Kansas that all contracts entered into by the board of education of a school district, or any officers or employees thereof acting on behalf of the board, provide that the school district and board of education shall be responsible solely for the district's or board's actions or failure to act under a contract.
- (b) The board of education of a school district or any officers or employees thereof acting on behalf of the board shall not have the authority to enter into a contract under which the school district or board agrees to, or is required to, indemnify or hold harmless against damages, injury or death resulting from the actions or failure to act on the part of any party to a contract other than the board or district.
- (c) The provisions of any contract entered into in violation of this section shall be contrary to the public policy of the state of Kansas and shall be void and unenforceable.
- 25. INSURANCE: Upon receipt of award, Contractor shall provide Certificate of Insurance as required within three (3) days after notification issued by the Purchasing Department.
 - A. The following general insurance requirements apply to any and all work under this contract by all Contractors and subcontractors of any tier.
 - (1) Any and all insurance required by this contract with each and any and all insurance required by this contract shall be maintained during the entire length of this contract, including any extensions thereto, and until all work has been completed to the satisfaction of the Kansas City Kansas Public Schools. Any and all insurance must be on an occurrence basis.
 - (2) No Contractor or subcontractor shall commence work under a contract until all insurance requirements contained within the solicitation have been complied with and until evidence of all insurance requirements in each and every contract with each and every subcontractor of any tier and shall require the same to comply with all such requirements.
 - (3) The Kansas City Kansas Public Schools shall be covered as an Additional Insured under any and all insurance required by this contract. Confirmation of this shall appear on all certificates of insurance and on any and all applicable policies. The title of the awarded contract shall also appear on any and all applicable policies.
 - (4) The Kansas City Kansas Public Schools shall be given no less than thirty (30) days' written notice of cancellation. The Kansas City Kansas Public Schools shall be given not less than thirty (30) days' prior written notice of material changes of any insurance required under this contract. The Kansas City Kansas Public Schools shall be given written notice of renewal of coverage not less than thirty (30) days prior to the expiration of any particular policy.
 - (5) Each and every agent shall warrant when signing the certificate of insurance that he is acting as an authorized representative on behalf of the companies affording insurance coverage under the contract and that he is licensed by the State of Kansas to conduct insurance business in the State of Kansas and that the companies affording insurance coverage are currently licensed by the State of Kansas and are currently in good standing with the Commissioner of Insurance for the State of Kansas.
 - (6) Any and all companies providing insurance required by this contract shall meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the certificate of insurance.

For all contracts, regardless of risk, companies providing insurance under this contract must have a current:

- (a) Best's Rating not less than A, and
- (b) Best's Financial Size Category not less than Class VII
- (7) In the event the Contractor neglects, refuses, or fails to provide insurance required by the contract documents, or if such insurance is canceled for any reason, Kansas City Kansas Public Schools shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Contractor or Kansas City Kansas Public Schools shall have the right to cancel the contract.
- B. Worker's Compensation and Employer's Liability Insurance

The Contractor shall procure and maintain Worker's Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under this contract.

Worker's Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

C. Comprehensive General Liability Insurance

The Contractor shall procure and maintain Comprehensive Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following specific extensions of coverage shall be provided and indicated on the certificate of insurance:

- (1) Comprehensive Form
- (2) Contractual Insurance
- (3) Personal Injury
- (4) Broad Form Property Damage
- (5) Premises Operations
- (6) Completed Operations

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under this contract. Policy coverage must be on an occurrence basis.

D. Automobile Liability Insurance

The Contractor shall procure and maintain Automobile Liability Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following extensions of coverage shall be provided and indicated on the certificate of insurance.

- (1) Comprehensive Form
- (2) Owned, Hired, Leased and non-owned vehicles

If the Contractor does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Contractor's personal automobile policy or the Comprehensive General Liability coverage required under this contract.

E. Commercial Crime insurance (when applicable)

The Contractor shall procure and maintain Commercial Crime/Fidelity insurance in an amount not less than \$1,000,000.00, including coverage for theft or loss of KCKPS property.

- 26. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- 27. ANTI-DISCRIMINATION CLAUSE: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color handicap, sex, national origin, or religious creed.
- 28. BID BOND/PERFORMANCE BOND (Applicable to Construction/Remodel/Repair Projects, Unless Waived by the District)
 - A. Each proposal must be accompanied by a certified or cashier's check, or a bid bond in the amount of five percent (5%) of the Contractor's total bid.
 - B. A Performance Bond and a Material and Labor Payment Bond in amounts equal to one hundred percent (100%) of the contract price shall be furnished by the successful bidder. Bonds shall be issued by a surety acceptable to the Board.
- 29. DISQUALIFICATION:
 - A. The Director of Purchasing may, at her/his sole discretion, disqualify a bidder for one or any combination of the following reasons:
 - 1. Bidder's product does not meet the specifications or bid conditions of the solicitation;
 - 2. Bidder's tendered bid is not received on the District's bid form;
 - 3. Bidder's tendered bid is not signed;
 - 4. Required bid bond is not furnished at time of bid opening;
 - 5. Failure to comply with bid instructions, terms and conditions that are judged to be essential to the competitive process and in the best interests of the District.
 - B. Disqualification of bidders on future bids may be considered for any one or combination of the following reasons:
 - 1. Refusal of the bidder to complete a contract or bid;
 - 2. Bidder's past history of late deliveries or partial/incomplete shipments,
 - 3. Bidder's products or services have proven unreliable, unworkable or have not accomplished the result requested in the District's specifications.
- 30. SUPPLIER DIVERSITY: The Kansas City Kansas Public Schools encourages supplier diversity and participation of MBE/WBE/DBE designated businesses. However, such participation will not result in any selection or scoring advantage in the bid evaluation process.
- 31. INCLEMENT WEATHER / EMERGENCY:

IF THERE IS A SCHOOL CLOSING THE DAY OF A SCHEDULED BID OPENING DUE TO INCLEMENT WEATHER OR AN EMERGENCY, THE BID OPENING WILL OCCUR AT 2:00 PM (CENTRAL) THE NEXT BUSINESS DAY THAT THE DISTRICT IS OPEN.