



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

10 PASSENGER VANS – QUANTITY 5 MODEL YEAR 2022 OR NEWER (USED MAY PROPOSED AS AN ALTERNATE)

BID NO: IFB 22-020 ISSUE DATE: MAY 13, 2022

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 **10:00 AM, May 24, 2022**, 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, Director of Purchasing | (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 (freight, fuel, transportation expenses included).
- Award may be to ONE vendor.
- Payment terms: Net 30 days from receipt of invoice.
- 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.
- Bidders should not rely solely upon any oral statements or bidder's interpretation of KCKPS staff in relation to this solicitation. Bidders should only rely upon the requirements written solicitation or any addenda hereto related to bid schedule or specifications. All clarifications, corrections or responses to inquiries will be issued by written addenda.
- 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 www.kckps.org/purchasing under 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.

See Attachment C for Additional Terms & Conditions

A. Project Overview

The Kansas City Kansas Public Schools (KCKPS) Board of Education seeks bids for five (5), 10-Passenger Vans, to be used for student transportation. KCKPS is a K-12 public school district in Kansas.

B. Project Administration

1.0 District Contact

1.1 The contact for BID information is Wayne Correll, Director of Purchasing (913) 279-2270 or by email at: wayne.correll@kckps.org.

1.2 Bid Submission and due date.

Proposals will be received no later than 2:00 PM Central time on May 26, 2022. All BIDS must be labeled, dated, signed and submitted in a sealed envelope. Bidders may obtain the Invitation to Bid from the following Vendor Registry link [IFB 22-020 Ten Passenger Vans](#). Bid price must be inclusive of all options and include delivery to the address above.

A complete description of the equipment being bid including sales literature and specification documentation must accompany each bid.

1.3 Acceptance or Rejection of Proposal.

KCKPS reserves the right to reject any or all proposals or portions thereof, to waive any informalities or irregularities in the proposals received, and to accept that proposal or portions thereof which are in the best interest of the Transportation Department and the KCKPS.

The KCKPS reserves the right to award this purchase using piggyback arrangement with other local government cooperative purchasing contracts.

1.4 Determination of Award of Purchase Order.

KCKPS intends to award this BID based on the lowest responsible bidder meeting all specifications.

1.5 Bid opening will be on May 24, 2022, at 10:00 am.

1.6 Vendor Qualifications & References

- Certificates of Authority for out-of-state contractors: not required
- Payment and Performance Bonds: not required.
- Insurance Requirements: None

C. General Requirements for Delivery of Vehicle

The following delivery requirements shall apply to the vehicle as specified by the Kansas City Kansas Public Schools; hereafter referred to as KCKPS. These requirements are in addition to, but not limited to, the vehicle specification provided as part of the solicitation document.

2.0 GENERAL REQUIREMENTS SECTION

2.1 The vehicle Manufacturer's model name and/or model number shall be indicated on a decal affixed inside the door.

2.2 Standard solid exterior color shall be white unless otherwise specified and shall come with

standard interior trim to be selected after the award is made unless otherwise indicated in the proposal.

- 2.3** Tire size and type shall be original equipment brand or as indicated in the proposal or specification sheet. Tire inflation monitors shall be supplied as required by Federal Motor Vehicle Safety Standard (FMVSS) 138.
- 2.4** All vehicles shall be new and of the model year indicated in the proposal. Bids for used vehicles may be submitted as an alternate bid.
- 2.5** All vehicles shall include all genuine parts, accessories and equipment considered standard by the manufacturer for the vehicle offered by the supplier.
- 2.6** Omitted intentionally.
- 2.7** All vehicles shall have completed the manufacturers' recommended pre-delivery service.
- 2.8** All vehicles shall be clean, lubricated, serviced, fuel tank filled to full recommended capacity, all adjustments completed, all mechanical and electrical components fully functional and operational, and the vehicle will be "road ready" for immediate use.
NOTE: Supplier shall not remove the manufacturer's MSRP (Monroney) sticker and/or dealer sticker price prior to delivery. Stickers should be affixed to an interior surface of the vehicle window and legible from outside of the vehicle. Stickers shall be easily removable without any permanent marking left on the glass.
- 2.9** All vehicles shall have appropriately placed decals or manuals indicating the types of required fuels or lubricants and the capacity of each fluid's reservoir in accordance with the manufacturer's recommendation.
- 2.10** All vehicles shall have permanent antifreeze in each vehicle to protect it at a level of at least -25°F.
- 2.11** All vehicles shall be free from all dealer signs/emoles.
- 2.12** All vehicles shall have a full tank of fuel upon delivery.
- 2.13** All vehicles shall have all required rust proofing applied to the exterior and underside of the vehicle. No rust proofing compound can be on the personnel compartment's items or the exterior of the body in unsightly or unintended areas.
- 2.14** All vehicles shall include a copy of the manufacturer's warranty and service policy with all warranty vouchers, certificates, and coupons.
- 2.15** Each vehicle shall include the proper forms to apply for Kansas title and license including the original manufacturer's Statement of Origin signed by the dealer/supplier and notarized. All title papers shall be properly executed.
- 2.16** At the time of vehicle delivery, the successful supplier shall furnish an original and two copies of the invoice which shall include the key number, vehicle color and ordering agency's purchase order number.
- 2.17** The successful supplier shall comply with the manufacturer's warranty or authorize a qualified dealer in the locality in which the unit is assigned to do whatever is required to comply with the manufacturer's warranty.
- 2.18** The successful bidder shall submit at least two (2) copies of all service/technical bulletins, recall notices, etc. to KCKPS at the following address: Kansas City Kansas Public Schools, 2010 N. 59th Street, Room 370, Kansas City, KS 66104, and marked to the attention of the Director of Purchasing. These documents shall be submitted on a continual basis to keep

KCKPS informed regarding improvements, changes and/or problems concerning KCKPS owned vehicles and their component parts.

- 2.19** KCKPS will inspect all vehicles prior to acceptance. It will be the responsibility of the supplier to remove any vehicle rejected by KCKPS within two (2) working days after notification and return the vehicle to KCKPS upon correction of deficiencies. Date in service will be the date the vehicle is accepted by KCKPS, not the date of delivery.
- 2.20** KCKPS disclaims any liability for damage to vehicles not unconditionally accepted by KCKPS.
- 2.21** Unless otherwise indicated, all items requested in this specification which are listed in the manufacturer's specification book as standard or optional equipment shall be factory installed and operative. Vehicles delivered to KCKPS in a condition considered to be below retail customer acceptance levels will not be accepted. Items which determine this acceptance level shall include, but not be limited to, the general appearance of the interior and exterior of the vehicle for completeness and quality of workmanship, lubrication, and fluid levels, with any leaks corrected, mechanical operation of the vehicle and all electrical components operational.
- 2.22** All vehicle deliveries shall be coordinated through the Director of Transportation (913) 627-3315 for delivery schedule at least 48 hours in advance.
- 2.23** Vehicle Delivery: Mileage limitations are placed upon vehicles delivered in accordance to these requirements as indicated below. If the mileage upon delivery exceeds these limits, a credit of \$5.00 per mile will be applied against the awarded supplier's purchase order as damages and deducted at time of payment. If the awarded supplier uses a towing device to tow another vehicle to KCKPS for delivery, the towing device may not be attached in a way that holes are drilled in the bumpers of the vehicles being towed. Drilling of holes in the vehicle bumpers is not permitted. Any bumper damage caused by a towing device will be replaced by the awarded supplier at no charge to KCKPS. If a vehicle is being towed by another vehicle, the vehicle being towed must have the drive shaft disconnected to eliminate unnecessary mileage.
- 2.24** Mileage displayed on the vehicle odometer upon delivery with final stage manufacturer certification shall not exceed 3,000 miles.

D. REQUIRED EQUIPMENT SECTION

3.0 *The following items shall be supplied on all vehicles as Minimum required equipment*

- 3.1** Vehicle must be new and manufactured as a 2022 or newer model.
- 3.2** Vehicle shall be 10-passenger van designed and titled from the manufacturer to seat 10 passengers, including the driver. The van shall meet all state and federal guidelines for use in hauling school students. See Attachment B.
- 3.3** Engine should be a 3.6L V6 or equivalent
- 3.4** White preferred, brochure detailing available colors for vehicle must be submitted with bid.
- 3.5** Single Fuel tank: 24-gallon capacity or greater
- 3.6** 4-wheel power disc brakes with Anti-lock Brake System (ABS)

- 3.7** Driver and front passenger/co-pilot running boards
- 3.8** Tilt-wheel and cruise control
- 3.9** Intermittent windshield wipers.
- 3.10** AM/FM stereo radio or better
- 3.11** Air-conditioning and/or dual-air conditioning units.
- 3.12** Full-length complimentary-colored rubberized-vinyl floor covering
- 3.13** Splash guards on all fenders
- 3.14** The rustproofing shall be factory or locally applied in compliance with Federal Standard 297A. Warranty coupon for five (5) years. *
*** NOT APPLICABLE IF THE VEHICLE FURNISHED IS FACTORY WARRANTED AGAINST CORROSION FOR NOT LESS THAN 5 YEARS**
- 3.15** Emergency warning triangle kit.
- 3.16** Fire extinguisher, rechargeable, with vehicle mount, reference 2A:10B:C, 5-pound
- 3.17** Using 4-inch CAPITAL LETTERS – the words "**KCKPS Public School**". Letters shall be painted in black on each side of the vehicle behind the front doors below the windows in one row.
- 3.18** Using 6-inch CAPITAL LETTERS – the words "**SCHOOL STUDENTS**". Letters shall be painted in black on the front hood and back door.

Attachment A

GENERAL REQUIREMENTS FOR BIDDING

These requirements are in addition to any supplemental specifications identified in the invitation for bids. The following shall be considered MINIMUM requirements.

A. STANDARDS, CODES, RULES, REGULATIONS:

1. The vehicle shall conform to any and all requirements contained in the Kansas Statutes – Chapter 8.
2. The vehicle shall comply with all current applicable Federal Motor Vehicle Safety Standards, Federal and EPA and OSHA requirements. The appropriate decals indicating compliance shall be affixed to the vehicle/equipment.
3. The vehicle shall be manufactured in accordance with any codes, standards and engineering practices as recommended by the following professional organizations for the specific vehicle/equipment:
 - American Institute of Steel Construction (AISC)
 - American National Standards Institute (ANSI)
 - American Society of Mechanical Engineers (ASME)
 - American Society for Testing and Materials (ASTM)
 - American Trucking Association (ATA)
 - American Welding Society (AWS)
 - American Wood-Preservers Association (AWPA)
 - Battery Council International (BCI)
 - British Standards Institute (BSI):
 - Limits and Fits Compressed Air and Gas Institute (CAGI)
 - Industrial Fastener Institute (IFI)
 - International Standards Organization (ISO)
 - Joint Industrial Council (JIC)
 - National Fire Protection Association (NFPA)
 - National Truck and Equipment Association (NTEA)
 - Power Crane and Shovel Association (PSCA)
 - Society of Automotive Engineers (SAE)
 - Society of Manufacturing Engineers (SME)
 - Steel Structure Painting Council (SSPC)
 - Tire and Rim Association (TRA)

B. COMPONENTS, PARTS, AND ACCESSORIES:

1. When "No Substitute" components, parts or accessories are designated, only this type of component, part or accessory is acceptable.
2. All equipment and parts furnished shall be of the manufacturer's most current design, shall be included in its most current published list of models in stock and shall satisfy, these specifications.
3. The same model components shall be utilized on all units supplied by the successful bidder under the specifications.
4. All electronic systems associated with the vehicle/equipment shall be properly insulated so as not to not cause any interference with the operation of the vehicle or the land mobile radio communications system, when properly installed in the vehicle.
5. Power systems must be compatible with the engine, transmission, axles, hydraulic system and power steering, etc., in order to meet the requirements specified herein.
6. The vehicle shall meet the maximum gradeability of the manufacturer when loaded to maximum Gross Vehicle Weight Rating ("GVWR") without exceeding the engine manufacturer's recommended maximum revolutions per minute ("RPM") based on maximum net torque.
7. The ratio of the rear axle and transmission shall be geared to maintain a road speed of

approximately 65 mph on a level road, when operating at maximum GVWR without exceeding the recommended engine rpm figure.

C. ON BOARD VEHICLE REQUIREMENTS:

1. The vehicle and unit of equipment shall include the proper forms to apply for a Kansas title and license. These forms will include: the original manufacturer's statement of origin signed by the successful bidder and notarized. All title papers shall be properly prepared and executed.
2. The GVWR shall be identified in the vehicle's cab as the final complete certification label (minimum rating). The Gross Combined Weight Rating (GCWR) shall be identified by decal in the cab to indicate the approved weight, which can be towed, if applicable.
3. The vehicle shall meet the following requirements:
 - a. Shall have a valid Kansas state inspection certificate.
 - b. Shall have completed the manufacturers' recommended pre-delivery service.
 - c. Shall have the vehicle manufacturer's model name and model number stated on a decal affixed to the inside of the driver's side door.
 - d. Shall be clean, lubricated, serviced, gas tank filled to full recommended capacity, all adjustments completed, all mechanical and electrical motors and components fully functional and operational, and the vehicle will be "road ready" for immediate use.
 - e. Shall have appropriately placed decals indicating the types of required fuels or lubricants and the capacity of each fluid's reservoir that is required by the vehicle.
 - f. Shall have permanent antifreeze in each vehicle to protect it at a level of - 25°F. Only a low silicate type anti-freeze will be used for vehicles having diesel engines.
 - g. Shall be free from all dealer signs/emblems.
 - h. Shall have all required rust proofing applied to the exterior and underside of the vehicle. No rust proofing compound can be on the personnel compartment's items or the exterior of the body in unsightly or unintended areas.
 - i. Shall include a copy of the manufacturer's warranty and service policy with all warranty vouchers, certificates, and coupons.
 - j. Shall have the vehicle and major component identified with a metal identification tag that provides the OEM's name, model number and individual serial number. Tags will be affixed in an accessible and readable position on the item.
 - k. The above items are pre-delivery service items, and bidders should not misconstrue these requirements with warranty problems that arise after the KCKPS accepts the completed unit which complies with the written specifications.
 - l. All charges for any of the aforementioned administrative and technical services and equipment are considered minimum acceptable requirements for delivery and shall be included in the bid price.

D. GENERAL WARRANTY REQUIREMENTS

The following warranty requirements are considered minimum. If the manufacturer's standard warranty exceeds the specified warranty, the manufacturer's standard warranty will apply. Manufacturer's warranty shall be provided in written or electronic form. All warranties will cover all labor and parts replacement during the warranty period, except as may be otherwise stated below or in the invitation for bids. This warranty, however, does not include items that must be replaced through ordinary wear and tear, but those parts ordinarily replaced through the servicing program will be replaced as part of the servicing program of equipment/vehicles, if appropriate. Parts replaced under this warranty will be of original equipment manufacturer (OEM) quality or higher. Service to the vehicle/equipment will be at a level to maintain or meet the manufacturer's requirements to sustain the warranty.

The chassis and cab manufacturer's service and warranty program shall be for three (3) years or 36,000

miles (whichever first occurs), including powertrain. A two (2) year, unlimited mileage warranty is acceptable in lieu of a three year, 36,000-mile warranty.

RUST PROOFING WARRANTY

Cabs/cowls shall be warranted for five (5) full years with no mileage or hourly limitations. This will include rusting through or perforation from within. This warranty and service program covers both labor and parts for the full warranty period. Surface rust caused by chip, scratches, or damage caused by employees is not covered by this warranty.

D. DELIVERY:

Please indicate lead-time to delivery after receipt of order, on the attached bid form.

E. PROCEDURE FOR IMPLEMENTING REPAIRS:

In the event that a breakdown occurs, the repair work is to be performed by the successful bidder of record or his duly authorized representative within the Kansas City Metro. A copy of the successful bidder's work orders shall be supplied to KCKPS. Repairs assigned to the successful bidder can be performed at the successful bidder's place of business or at his duly authorized representative's place of business.

F. LUBRICATION AND COMPONENT INFORMATION:

The successful bidder shall provide lubrication and component information (as applicable) upon request by KCKPS.

G. OWNERS MANUALS

The Supplier(s) shall supply KCKPS, *per vehicle*, one (1) copy of the Manufacturer's Owner's Manual(s), a copy of the Manufacturer's Service and Warranty Policy with all warranty verification vouchers, certificates, and/or coupons.

H. TAXES

KCKPS is exempt from all excise taxes imposed by the Internal Revenue. KCKPS is also exempt from Kansas state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. Tax Exemption Certificate will be provided.

BASE 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.

Base Requirement (New)	Proposed Equipment
Manufacturer:	
Model:	
Model Year:	
New Pricing	
10 Passenger Van 1 – Unit Cost: <small>(Including All Options, Destination Charges and Less any Applicable Incentives)</small>	\$
10 Passenger Van 2 – Unit Cost: <small>(Including All Options, Destination Charges and Less any Applicable Incentives)</small>	\$
10 Passenger Van 3 – Unit Cost: <small>(Including All Options, Destination Charges and Less any Applicable Incentives)</small>	\$
10 Passenger Van 4 – Unit Cost: <small>(Including All Options, Destination Charges and Less any Applicable Incentives)</small>	\$
10 Passenger Van 5 – Unit Cost: <small>(Including All Options, Destination Charges and Less any Applicable Incentives)</small>	\$
Total	\$

Lead Time to Delivery	
From the date of receipt of order, what is the estimated lead time to delivery?	Days

WE HEREBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED ABOVE IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS.

BY: _____ DATE _____
 TITLE: _____ FIRM: _____
 PHONE: _____ EMAIL: _____

ALTERNATE BID FORM

Alternate Requirement (Used)	Proposed Equipment
Manufacturer:	
Model:	
Model Year:	

Used Pricing					
Used 10 Passenger Van 1 – Unit Cost: (Including All Options, Destination Charges and Less any Applicable Incentives)					\$
Year	Make	Model	Package	Miles	VIN

Used 10 Passenger Van 2 – Unit Cost: (Including All Options, Destination Charges and Less any Applicable Incentives)					\$
Year	Make	Model	Package	Miles	VIN

Used 10 Passenger Van 3 – Unit Cost: (Including All Options, Destination Charges and Less any Applicable Incentives)					\$
Year	Make	Model	Package	Miles	VIN

Used 10 Passenger Van 4 – Unit Cost: (Including All Options, Destination Charges and Less any Applicable Incentives)					\$
Year	Make	Model	Package	Miles	VIN

Used 10 Passenger Van 5 – Unit Cost: (Including All Options, Destination Charges and Less any Applicable Incentives)					\$
Year	Make	Model	Package	Miles	VIN

Used 10 Passenger – Total Cost for 5 Vehicles (Including All Options, Destination Charges and Less any Applicable Incentives)					\$
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Lead Time to Delivery	
From the date of receipt of order, what is the estimated lead time to delivery?	Days

WE HEREBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED ABOVE IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS.

BY: _____	DATE _____
TITLE: _____	FIRM: _____
PHONE: _____	EMAIL: _____

12 & 15 Passenger Rated Vans Information

The use of 12 and 15 passenger rated vans for student transportation is illegal.

Kansas law KSA 64,100 prohibits the use of any passenger vehicle, for student transportation, which is rated for more than 10 passengers plus the driver by the manufacturer. Federal law also prohibits the use of these vans and contains substantial penalties for schools, rental agencies and vehicle dealerships.

The rated capacity can be found on the Tire and Loading Information sticker which is normally located on the inside driver's door.

The passenger rating is determined by the vehicle manufacturer and cannot be changed by anyone other than the manufacturer.

It is illegal to remove seats from a 12 or 15 passenger rated van to meet the mandated passenger requirement for student transportation. This would apply to both a school and/or a dealership if the intention is to circumvent the mandated passenger rating for school transportation.



Pictured below is 2016, 15 passenger rated Ford Transit Van. It is illegal under both federal and state law to use this vehicle for student transport.



12 & 15 Passenger Rated Vans Information

Pictured below is 2017, 12 passenger rated Chevrolet Express Passenger Van. It is illegal under both federal and state law to use this vehicle for student transport.



Pictured below is a 2016, 10 passenger rated van. This van is legal for student transport. It is legal for both route and activity transportation. A valid drivers license is required.

Note: If the driver of the van, or any school passenger vehicle, is primarily hired to provide transportation, the driver would be required to have: DOT physical, First Aid / CPR, accident prevention course and 10 safety meetings.



72-64,100. Transportation of pupils; use of school bus required; when. (a) Except as provided by subsection (b), any school district or nonpublic school transporting students in a vehicle designed for transporting more than 10 passengers in addition to the driver, shall transport such students in a school bus, as defined in subsection (g) of K.S.A. 72-6486, and amendments thereto, or in a bus other than a school bus designated in clauses (3) and (4) of subsection (c) of K.S.A. 72-6486, and amendments thereto.

(b) Notwithstanding the provisions of subsection (a), any school district or nonpublic school which has purchased and has placed into operation prior to July 1, 2001, any motor vehicles designed for transporting more than 10 passengers, but less than 15 passengers, and is not a school bus, may continue to operate such motor vehicles for the purpose of transporting students until July 1, 2005.

History: L. 2001, ch. 142, § 1; July 1

ATTACHMENT C – 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
3. 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.
6. 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.