

#### **Facilities**

# **Turner USD 202**

**Transportation** 1312 South 55th Street Kansas City, KS 66106

# Request for Proposal (This is not an order)

**Invitation Number 231115** 

Opening:

Time:

10:30 am

Date:

Tuesday December 12, 2023

Turner Unified School District 202 Board of Education invites your proposal for:

# Purchase of (3) 77 Passenger School Buses

Opening will be held at:

Turner USD 202 Transportation Building 1312 South 55th Street Kansas City, KS 66106

We look forward to receiving your proposal.

Sincerely,

Joe Peterson

Transportation Supervisor

Turner USD 202 913-288-3700

#### **GENERAL TERMS**

#### **Written Contract**

Unless a written contract is specified in the Specific Terms of the proposal documents and a written contract enclosed, the vendor's completed and signed response will be considered an offer and the School District's purchase order will be considered an acceptance and shall constitute a written contract. All terms included in the proposal documents shall be considered a part of the written contract.

#### Non-Discrimination

Vendors agree that if awarded a contract under this invitation, they shall comply with the applicable provisions of the Federal Civil Rights Act of 1964 and all amendments thereto and all regulations issued there under by the Federal and State governments. If the contractor fails to comply with such acts and regulations, the School District shall have the right to immediately terminate this contract.

#### **Compliance Report and Plan of Action for Contractors**

Successful contractors may be required to fill out the "Compliance Report and Plan of Action for Contractors" Kansas Commission on Civil Rights, at time of award of contract. The executed form shall be filed with the Kansas Commission of Civil Rights for their record, in compliance with Kansas Act against Discrimination, K.S.A. 1972, Supp. 44-1030.

#### **Alternate Proposals**

There will be no alternate proposals or exclusions. Valid questions will be answered in writing and presented to the bidders by December 8, 2023.

#### **Contractor's Representation**

Each Vendor, by making his proposal, represents:

- 1) That they have read and understand the Specifications.
- 2) That they have carefully examined all documents pertaining to the project's scope of work requirements, and shall provide and install in a professional manner, all materials, labor, equipment, freight, etc. resulting in the final intent of the project, as represented by the documents and specifications.
- 3) As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110
  - a. The vendor certifies that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

#### **Proposal Withdrawal**

A proposal may be withdrawn by written, faxed, or other documented means if received by the owner from the vendor prior to the time fixed for proposal receiving. Faxed proposal withdrawal requests will be accepted only if vendor confirms by telephone that the faxed request was received by Owner prior to the proposal opening time.

#### **Extension Errors**

In the case of an obvious error in the extension of prices in a Bid Proposal the contractor may either honor the bid presented or the bid may be determined as unresponsive and the bid will then be withdrawn.

#### **Pricing Period**

The bid price must remain valid for 60 days, if a PO is issued within that time period, the price must remain valid through the delivery of the vehicle and shall not increase for any reason.

#### **Rejection of Proposals**

The Vendor acknowledges the right of the School District to reject any or all proposals and to waive any formality or irregularity in any proposal received whenever such rejection or waiver is considered to be in the best interest of the School District. The School District also reserves the right to reject the proposal of a contractor who has previously failed to perform properly or complete contracts of a similar nature on time, or the proposal of a contractor who is not qualified in the opinion of the School District, to perform within the proposal specification.

#### **Conflicting Terms**

Whenever there is an apparent conflict between General Terms and the Specific Terms, the Specific Terms shall prevail.

#### **Point of Delivery**

The 3 buses shall be delivered to the Transportation Department at 1312 South 55<sup>th</sup> Street, Kansas City, KS 66106; any cost for delivery should be included in the price of the each bus.

#### **Refusal of Goods**

The use of brand names and descriptions of merchandise is to indicate the minimum quality acceptable and, unless so stated, is not meant to preclude the submission of the proposals for products of equal quality. The School District reserves the right to return, at no expense, merchandise which in the opinion of the School District is in obvious non-compliance with specifications. All materials, systems, and equipment being considered by the Bidders, and differing from the Basis of Design, shall be approved by the Owners Representative, Joe Peterson prior to December 8, 2023, by means of an approved written product substitution form, on the Materials Suppliers letterhead, to be allowed and included with the bid. Owner Representatives signature shall be attached thereto any approved substitution request form.

#### **Payment**

The Equipment Supplier must file a claim for payment by the 1st of the month prior to the second Board of Education meeting of the subsequent month. Payment will be made following approval by the Board of Education.

#### Sales Tax

Sales tax will not be charged on School District's purchases.

#### SUBMITTAL TERMS

#### **Document Identification**

Proposals must be submitted in a sealed envelope with the proposal number and opening date and time clearly indicated on the lower left-hand corner of the envelope. Proposals must be received prior to the opening date and time. If mailed, proposals must be received by the bid date and time indicated and shall be addressed to:

Turner USD No. 202 Transportation Supervisor Attn: Joe Peterson 1312 South 55<sup>th</sup> Street Kansas City, KS 66106

The School District shall accept no responsibility for the accidental premature opening or failure to open a proposal which is not identified as stated above.

#### **Email Proposals**

The School District will allow a Bid to be submitted by email. (When a vendor chooses to send an emailed proposal, the vendor waives their right to a sealed proposal.) When an emailed proposal is received it will be printed and placed in an envelope. The envelope will be marked with the proposal number and opening date and time clearly indicated on the lower left-hand corner of the envelope. The emailed proposal will be opened along with the sealed proposals received at the normal proposal opening time.

The emailed proposal should be sent to: <a href="mailto:petersoni@turnerusd202.org">petersoni@turnerusd202.org</a> it is strongly recommended to follow the email with a call to Transportation at 913-288-3700 to verify that it was received. The email must be time stamped prior to the date and time of the bid opening.

#### **Late Proposals**

Late proposals will be rejected. The ultimate responsibility for the delivery of the proposal document lies with the vendor. The School District shall make no concessions regarding postal service or any other form of conveyance of the proposal document even when timely delivery of the proposal fails through no fault of the vendor.

#### Amendments by School District

Amendments to the proposal by the School District will be made by the Transportation Supervisor and will be in writing.

#### **SPECIFIC TERMS**

#### **Factory New**

All goods, products, materials, and equipment pursuant to this proposal shall be factory new and unused.

#### **Safety Standards**

Equipment must meet all federal, state, and local safety standards and specifications in effect at the time of production. In all cases, where conflict occurs, the more stringent provision or standard will apply.

#### **Substitutions**

There will be no substitutions accepted on this request.

#### Warranty

Please describe the warranty provided on the Vendors Response Forma

#### **Award of Proposals**

It is the intention of the school district administration to make a decision regarding the Award of the Project by Wednesday December 20, 2023.

Information regarding proposal awards will be made available to contractors on Wednesday December 20, 2023 or thereafter.

#### **SPECIFICATIONS**

Turner USD 202 is requesting pricing on (3) 77 passenger school buses that meet the specifications listed below. The base price should be for all (3) buses as a whole including all the specifications below.

Conventional Bus 77 Passenger	
Body Options	
BUS LOCK UP SYSTEM	
All doors with electric front door	B159
CROSSING GATE ARM	
Electric crossing gate arm	B181
CROSSING GATE ARM INTERUPT SWITCH	
Add crossing gate arm interrupt switch	B184
DOOR, ENTRANCE, EXTERIOR DOOR HANDLE	
Add door handle to exterior of entrance door	B201
EXIT, EMERGENCY WINDOW	
Increase from 1 per side to 2 per side	B217
EXIT, ROOF HATCH	
Transpec (state qty) (Qty: 2)	B225
FENDERETTES	
Rubber fenderettes	B235
FLOOR: SUBFLOOR PLYWOOD	
5/8 inch marine grade plywood subfloor	B253
FLOOR: SUBFLOOR JOINTS SEALED	
All subfloor joints water proof sealed (Floor cover black)	B255
GRAB RAIL AT ENTRANCE	
Add right side grab rail.	B275
LETTERING; INTERIOR SEAT #'S	
Add numbers for interior seats; 2" decal (state quantity) (Qty: 26)	B312
LIGHT, LANDING	
Change to LED type light	B332
LIGHT, LED STEPWELL LAMP	
Add LED stepwell lamp	B336
LIGHTS	
Change 8 way, tail, brake, back up and turn to LED style lamps	B348
LIGHTS, CLEARANCE	
Add armored marker and add LED style	B351
LIGHTS, INTERIOR	
LED dome lights	B353
LIGHTS TAIL TURN FLUSH MOUNT	
Stop tail 4" flush mount LED	B3600

	Dual light visors for warning lights	B363
М	IRRORS, SIDE	
	Remote heated	B394
0	UTSIDE LUGGAGE STORAGE	
	Delete outside luggage storage	B410
P	AINT, ROOF	
	Add painted white roof	B421
P	ANELING, EXTERIOR	
	Optional 16 ga. exterior metal	B425
P	OWER SOURCE	
	12-volt in driver area	B435
R/	ADIO SYSTEM	
	Downgrade AM/FM, PA, radio with MP3 input	B453
SI	EAT, DRIVER	
	Magnum seat with mechanical suspension	B489
SI	EAT, DRIVER; ARM REST	
	Add Right arm rest	B493
SI	EAT, DRIVER; SEAT BELT	
	Add orange seat belt	B495
SI	EATS 39" BENCH; FL MOUNT; INTERCHANGABLE BACK	
	39" floor mounted seat w/interchangable back (state quantity) (Qty:	B522
26		
S7 ac	FEPWELL - dealer negotiated for durable high performance liner coating oplied to exterior and interior surfaces.	
•	Marr Proof step risers	B581
Sī	TEPWELL, TREAD	
	Add pebble tread	B584
Sī	OP ARM SIGNAL	
	Electric LED strobing	B592
RI	EAR STOP ARM SIGNAL OPTIONS	
	Electric LED strobing	B599
S٦	ORAGE COMPARTMENT DRIVER ABOVE DRIVER	
	Add storage compartment above driver window	B603
sı	JNSHADE/SUNSHIELD	
	Left side drivers window shade	B614
W	INDOW, REAR	
	Laminated, tinted	B627
W	INDOWS	
	Laminated, tinted	B632
w	INDOW LINES	
	Remove window lines	B634

Prewire for 2-way radio. Wiring to include for battery power, ground & ignition connections	B703
Chassis Options	!
AXLE, REAR: MINIMUM LOAD	
19,000 lbs.	C132
BATTERIES	
3 12-volt, min. 925-CCA each	C140
BRAKES, AIR	-
Electronic stability for Hydraulic Brakes	C145
BRAKES, TRACTION CONTROL	
For hydraulic brakes/ Meritor with M704 Brake Lining	C158
COOLANT RECOVERY (ENGINE)	
Coolant, extended life with protection to -40 F	C161
CUP HOLDER, DRIVER	
Add cup holder in drivers area	C164
ENGINE	
Cum. Inline 6 ISB 260HP/660 ftlbs/6.7L w/PTS2500 tr	C190
EXHAUST SYSTEM	
Option for exhaust to come through bumper	C235
FAN DRIVE	
Electromagnetic fan drive	C235
FUEL TANK	
Increase diesel tank to 100-gallon/ 12 Gallon DEF tank/ No keyed Latch	C238
FULL INSTRUMENTATION PACKAGE (ENGINE)	
Remove ammeter	C243
PAINT & FINISH, EXTERIOR	
Additional after factory undercoating	C261
TIRES, TUBELESS RADIAL	
11R22.5 14 ply steer front, mud/snow rear	C318
11R22.5 16 ply steer front, mud/snow rear	C326
TRANSMISSION, AUTOMATIC	
Upgrade to 6-speed PTS2500 transmission	C360
TRANSMISSION SWITCH FOR PERFORMANCE MODE	
Add switch for economy/performance mode	C365
WINTER WARMUP EQUIPMENT	
Winter front	C381
Configured Price	
Dealer Options	10

#### **GENERAL**

#### **DELIVERY, STORAGE, AND HANDLING**

- **A. Storage and Protection:** The contractor shall hold harmless Turner USD 202 and/or employee, volunteer or representative.
- **B.** Hold Harmless: The above named group, person, or organization agrees to indemnify and hold harmless Turner USD 202, it's officers, agents, servants, board members, and employees from any and all liability of whatever kind of nature resulting from damage or injury to any person or property which occurs while such person, group, or organization is occupying or using its facilities or property.

# **VENDOR'S RESPONSE**

# RFP# 231115 Purchase of (3) 77 Passenger School Buses

The undersigned, having familiarized himself with the attached Contract Documents, which are as follows: Proposal Bid Form, Project Bid Information, Instruction to Bidders, Attachments, Specifications, and Addendums; all of which Contract documents are made a part hereof, hereby proposes, in compliance with said Contract documents, and to furnish all equipment.

Traine of Vendor			
Address			
City	State	Zip	
Telephone Number	Date		
Submitted by:			
Signature:			
	roposal Opening, 10:30 ar 1312 South 55 <sup>th</sup> Street Ka		
	<u>Bid</u>		
Total Base Bid for all (3) 77	Passenger School Buses in	cluding delivery \$	
Written Dollar Amount of Ba	ase Bid		