



Invitation for Sealed Bid - 10 Passenger Rated Van using a Second Stage Manufacturer

USD #305 (the District) is requesting a sealed bid from qualified Dealers using a licensed second stage manufacturer to provide the District with three (3) NEW 10 passenger rated van(s). The manufacturer's rated capacity for the van cannot exceed 10 passengers. The selected dealer and second stage manufacturer will be responsible for meeting or exceeding all vehicle specifications listed in this invitation. Bids received after the deadline will be returned unopened. Bids that are incomplete in form or content will be deemed non-responsive and will not be considered. Once accepted, bids become the property of the District. The District reserves the right to request additional information or clarification if needed, upon review of your bid. This invitation for bids should not be construed as a guarantee of business or contract. The objective of this process is to select a dealer which, based on the content and evaluation of the bids received, will best serve the needs of the District at this time. However, the District may also, upon review of bids, elect not to award a contract to any respondent. Questions regarding this request may be submitted by email or phone to:

CONTACT PERSON

Paul Mensching

Executive Director of Operations

paul.mensching@usd305.com

(785)309-4710

MINIMUM VEHICLE REQUIREMENTS/OPTIONS (2026 or newer models only):

- *Engine & Chassis (V-6 or 8, 3/4 or 1 ton chassis)*
- *Automatic transmission*
- *Passenger seating for 10 including driver*
- *2 sets of keys*
- *Interior: vinyl preferred*
- *Cruise Control*
- *Air Conditioning front and rear*
- *Rear Wheel, Front Wheel or All Wheel Drive*
- *Rear camera & sensors*
- *Exterior color: White preferred*
- *Interior color: Gray or black preferred*
- *Rubber flooring*
- *AM/ FM Radio*
- *Sliding door or 60/40 hinged*
- *Roof Height: Low or medium*

SECOND STAGE MANUFACTURER

- The second stage manufacturer shall apply a legible tire and load sticker indicating a passenger rating of 10 passengers or less after the alteration and before delivery
- The completed van alteration shall not have any attachment/access points and or tracks for additional passenger seats. This excludes vans designed for wheelchairs.

- The Van shall be on a on a Manufacturers Certificate/Statement of Origin at the time of the alteration
- Shall comply with ALL applicable Federal Motor Vehicle Safety Standards, Federal and State Laws necessary to produce a 10 passenger rated van legal for student transportation

INSTRUCTIONS, TERMS AND CONDITIONS

- By signing and submitting a response to this request the dealer acknowledges receipt and acceptance of these Instructions, Terms and Conditions.

ACCEPTANCE OR REJECTION OF RESPONSES

- Bids will be evaluated by District personnel familiar with the requirements of this request and the needs of the District
- The District reserves the right to reject any and all bids that are incomplete, contain errors, arrive after the due date/time or are submitted by unqualified organizations
- The District reserves the right not to award a contract if the District, in its sole discretion, deems the responses received pursuant to this request lacking in any respect or insufficient to meet the District's requirements and needs
- The District reserves the right to request any dealer submitting a bid to clarify its bid or to supply additional material deemed necessary to assist in the selection process
- The Dealer agrees that failure on its part to list all cost components related to the purchase will not constitute an acceptable justification to re-quote the bid
- The Dealer acknowledges that the original bid and costs provided stand. However, the dealer has the option of withdrawing a bid at any time until a final contract is executed
- The District may, at its option, request additional information or ask for clarification from respondents, if necessary
- A final contract will be awarded to the lowest responsible bidder per KSA 72-1151
- Pursuant to K.S.A. 72-8201c, any contract awarded will include the mandatory contract provisions of the DA-146a Contractual Provisions Attachment. (Appendix A)

SUBMISSION OF BIDS

- Bids may be submitted (in person, mail, or delivery service) to:

District Office

Attention: Lisa Peters, Executive Director of Business Services

1511 Gypsum Ave

PO Box 797

Salina, KS. 67402

(785)309-4712

lisa.peters@usd305.com

- **Bids MUST be received in the district office by the deadline date: 11 a.m. on Wednesday, October 7.**
- All bids received after the bid deadline shall be returned to the Vendor unopened

ASSIGNMENT PROHIBITED

- No contract awarded under this bid shall be assigned without the express, prior written approval of the District. Any attempted assignment in violation of the provision may be voided at the option of the School Board

DELIVERY

- Vehicles must be delivered or be available within a 100 mile radius of the District for pick-up. Vehicle shall be made available no more than 30 days after the Dealer receives a purchase order
- Vehicles must be delivered or available for pick-up by November 13, 2026

INSPECTION

- Vehicle(s) shall have the Kansas State Department of Education, Part I Mechanic Inspection and form completed prior to delivery in compliance with Kansas law. Form and information can be obtained by following this link
<https://www.ksde.org/Agency/Fiscal-and-Administrative-Services/School-Finance/School-Bus-Safety/Bus-School-Vehicle-Inspections>

NO CONTACT WITH SCHOOL BOARD MEMBERS

- Respondents may not contact any member of the USD 305 School Board (or any District employee, except as provided herein) regarding this request.

NON-DISCRIMINATION

- USD 305 does not discriminate in the selection, acceptance, or treatment of any contractor based upon race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status or medical condition

HOLD HARMLESS

- The Dealer shall defend, indemnify, and hold USD 305, its officers, agents, volunteers, and employees harmless from any and all causes of action or claims of damages arising out of or related to the dealer's performance under this contract
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APPENDIX A

Contractual Provisions Attachment DA-146a (Rev. 07-19)

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the

_____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration. Damages. Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
- a. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

APPENDIX B
VEHICLE BID FORM

VEHICLE INFORMATION:

Make _____

Model _____

Year _____

Type _____

Color _____

Mileage _____

New _____ Required _____ Used _____ N/A _____

Passenger capacity _____

Exceptions to Bid Specifications – List below:

Dealer Information:

Name of Dealership _____

Address _____

Dealer Reps. Name: _____

Telephone Number: _____

Signature of Dealer Rep: _____

Acknowledgement of Addendum

- Addendum #1 received (if necessary): _____
- Total FOB Salina Quote Price: _____
(Do not include State of Kansas Sales Tax in Quote Price)

Quote price & product availability must be guaranteed for 30 days.

Estimated delivery date if bid is accepted _____

DELIVERY REQUIRED BY NOVEMBER 13, 2026