DERBY
PUBLIC SCHOOLS

REQUEST FOR BID

Description of Item(s) to be bid: Delivery Truck

Date, Time, and Place of Bid Opening: December 15, 2026
11:00 am
Maintenance & Operations
325 N. Woodlawn, Derby, KS 67037

Conditions Under Which Bids are Requested:

Unified School District 260 interprets the term "lowest responsible bidder" as allowing the school district to choose between the kinds of materials, goods, or services subject to bid. The school district may consider such factors as labor costs, service, availability of materials and supplies, maintenance costs, and experience of vendor on previous similar projects. The school district may also determine any differences or variation in quality or character of the materials, goods, or services being bid.

The item(s) contained in this bid shall conform to all standards including warning labels and safety devices, guards, and equipment required to meet the safety standards established by any jurisdiction recognized by industry safety councils or organizations to establish safety standards.

K.S.A. 75-3740a (The State Preferential Bid Law) may be applied against all vendors who are domiciled outside of the State of Kansas, and whose state has preferential bidding statute.

Please return this bid in a sealed envelope, with name of bidder, date of bid opening, and marked "Food Service Truck Bid" on the lower left-hand corner. Return to the Derby Public Schools Maintenance & Operations, 325 N. Woodlawn, Derby KS 67037. Bids may be sent via email to bjones@usd260.com before December 15, 2026. "Food Service Truck Bid" should be in the subject line of the email.

STANDARD CONDITIONS

1. **USD 260 reserves the right to reject any or all bids, to accept any item(s) in the bid and to waive any informality in bidding. Contracts entered into on the basis of submitted bids are revocable if contrary to law**.

2. Bids of an incomplete nature, or subject to multiple interpretations may, at the option of the School District, be rejected as irregular.

3. Each bid item must show unit price and extension. In case of error, unit prices will govern.

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Alternate bids, and/or bids based on group or total awards may be considered.

4. Deliveries are to be F.O.B. stated location, Derby, Kansas.

5. Certain bids, because of unique factors, may not be covered by standard conditions. Alternate or special conditions will take precedence over any standard condition previously stated.

6. Performance, surety, bid, and statutory bonds shall be provided when required by Kansas Statutes.

7. Vendors shall be in compliance with all federal, state, and local laws, ordinances, and regulations.

8. A valid federal tax identification number must be provided before any purchase order can be issued.

9. A purchase order constitutes the buyer's offer to the seller upon the terms and conditions stated herein, and shall become a binding contract on the terms set forth when it is accepted, either by acknowledgement or performance.

10. If the vendor fails to make deliveries or initiate performance within the time specified on the request for bid or the purchase order, USD 260 may, by written notice, terminate the right of the vendor to proceed with deliveries or performance.

11. Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

12. None of the funds appropriated by any Federal Act may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action described in paragraph (2) of this subsection.

13. Vendors must provide domestic commodities and agricultural products, known as "*Buy American,*" to the maximum extent possible when fulfilling this request for bid. Utilizing products and commodities that are not substantially produced in the United States will eliminate consideration for acceptance of bid in accordance with 7 CFR Part 210.21(d). This requires any substitution of alternative foods to be accompanied with an exception request,

and the requirement to document the use of any non-domestic food source. Reasons for exception requests can include a lack of available domestic sourced product in sufficient quantities and prohibitive cost factors.

14. Allowable costs to purchase products and services awarded as part of this request for bid will be paid by the nonprofit school food service account to the vendor net of all discounts, rebates and other applicable credits accruing to or received by the vendor or any other assignee under the contract, to the extend those credits are allocable to the allowable portion of the costs billed to the school food authority. Credits, discounts and rebates will be applied to the first invoice following the date they were earned. The winning bidder must familiarize themselves with 7 CFR 210.21(F) and its subsections.

15. Vendor shall certify that all supplies or equipment sold and delivered to the district are free and clear of any and all liens or claims or liens arising under and by virtue of the provisions of the General Statutes of Kansas, 1961 Supplement, Sections 58-201, et. seq., and any other lien, right or claim of any kind.

16. All items sold and delivered to the district shall be free from defects in material and workmanship, and shall be subject to our inspection and approval at any time within thirty days after delivery. Rejected items shall be held at the seller's risk and expense. No replacement of defective items shall be made by the seller unless agreed to by a USD 260 authorized representative, and such agreement shall be in writing.

17. The successful bidder shall not be allowed any extra compensation by reason of any matter or thing concerning which the bidder might have fully informed themselves because of their failure to do so prior to the bidding. The successful contractor must employ, so far as possible, such methods and means in the carrying out of the work as will not cause any interruption or interferences with any other contractors and/or District operations.

18. Award of this bid is planned for the February 8, 2027 or after Board of Education meeting.

19. Each bid shall be signed by the person making the bid, along with the firm name, mailing address and telephone number. In case the bid is made by a corporation, the same shall be signed by a legally authorized agent of the corporation. The envelope shall be sealed and plainly marked as a bid for this particular contract.

20. The vendor agrees to require the following sections in all contracts:

    a. A requirement to observe the provisions of the Kansas Act Against Discrimination;
    b. A requirement that all solicitations or advertisements for employees shall include the phrase "Equal Opportunity Employer;"
    c. A requirement to comply with the proper reporting procedures to the Kansas

Commission on Civil Rights, in accordance with the provisions of K.S.A. 1976 Supp. 44-1030;

d. A requirement that should the vendor be found guilty of a violation of the Kansas Act Against Discrimination, such violation shall deem any contract with USD 260 to have been breached.

21. Byrd Anti-Lobbying Amendment – vendors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining a Federal award. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pre-Bid Questions

All communications by any potential bidder concerning this bid, including requests for additional information or clarification, must be directed to Martha Lawson, Food Service Supervisor via phone (316) 788-8419 or via email at mlawson@usd260.com.

INSTRUCTIONS TO BIDDERS/BID CONDITIONS

The purpose of the attached specifications is to give detailed information of the services requested by the District. Bidders shall carefully check all requirements herein set forth and shall offer services which fully comply with these requirements or shall plainly set forth all points, features, conditions, specifications, etc., wherein the services offered do not meet these specifications. Failure to outline such expectations will result in assumption of compliance to said specifications.

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GENERAL CONTRACTUAL REQUIREMENTS

1. Prices quoted shall include all costs for labor, equipment, supplies and material charges to complete the work at the location indicated and as requested by the Director of Operations.

2. Faxed bids will not be accepted.

3. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such a product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned except as noted.

4. Do not include Federal Excise Tax or Sales or Use Taxes in bid prices, as the District is exempt from them by law. Tax exemption certificate will be furnished upon request.

5. In case of default by the Contractor, the District will procure the services herein specified from other sources and hold the Contractor responsible for any excess cost occasional thereby.

6. Failure to perform as guaranteed, or any other default by the Contractor may result in disqualification of the Contractor from future bidding.

7. Should bidder take exception to any terms, conditions, or specifications; stated herein, such exception must be so noted IN WRITING within your bid submittal and an alternate stated. Failure to do so will result in the assumption and requirement of compliance with said terms, conditions and specifications as stated.

8. Failure to provide any requested information may result in the rejection of your bid.

9. This contract may be terminated by Derby Public Schools for cause or convenience with written notice.

HOLD HARMLESS AGREEMENT

To the fullest extent not prohibited by law, the contractor shall indemnify and hold harmless the District, its Board of Education, officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act of failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for a part of the services), or of anyone directly or indirectly employed by the Contractor or its subcontractor may be liable, in connection with providing these services.

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BID RESPONSES

Bids submitted in response hereto shall be on the form provided herein, and shall include completion of the Statement of Bidder's Qualifications, with references from at least three (3) school districts familiar with your company's work.

EVALUATION AND AWARD

Evaluation of bids received will be based upon the cost provided and the ability to meet the requirements and the submittal of the required documents and the qualifications of the firm submitting the bid.

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements and specifications of the original Bid and as modified by any addenda thereto.

Authorized Signature_____

Printed Name _____

Firm_____

Address_____

City _____ **State** _____ **ZIP**_____

Date_____ **Telephone**_____ **Fax**_____

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Truck Specifications

Provide a new 2027 or newer Ford F-750 Regular Cab Gas Straight Frame truck, or equal meeting the requirements below, with the cargo box and liftgate installed.

Engine
99N: 7.3L 2V DEVCT NA PFI V8 gasoline engine rated at 335 horsepower at 3,750 rpm, with 468 ft-lb of torque at 3,750 rpm.

The truck shall meet applicable emissions requirements for sale and registration in Kansas.

41H: Phillips engine block heater, 120 volts, 750 watts.

Transmission
44P: Ford TorqShift HD six-speed automatic transmission with double overdrive and tow/haul mode, without a power take-off (PTO) provision.

Front Wheels and Tires
643: Two front wheels, 22.5 x 8.25 inches, white powder-coated steel, 10-hole, hub-piloted.

T2A: Two front tires, 11R22.5H Goodyear Fuel Max RSA, rated at 497 revolutions per mile.

Rear Wheels and Tires
663: Rear wheels, 22.5 x 8.25 inches, white powder-coated steel, 10-hole, hub-piloted.

R2A: Four rear tires, 11R22.5H Goodyear Fuel Max RSA, rated at 497 revolutions per mile.

Brakes
67H: Bosch HydroMax hydraulic brake system with antilock braking (ABS), traction control, and a hand-operated parking brake lever.

Front Axle and Suspension
43N: Dana E-1002I non-driving I-beam front axle with a 10,000-pound capacity.

61C: Parabolic taper-leaf springs with a 10,000-pound capacity. Include standard-duty, dual, double-acting front shock absorbers.

Rear Axle and Suspension
475: Dana/Spicer 21060S open, single-reduction rear axle with a 21,000-pound capacity. When specifying the axle ratio, check performance guidelines for startability and gradeability.

68P: Multi-leaf rear springs with a 21,000-pound capacity, including a 4,500-pound auxiliary rubber spring.

X6B: 6.17 axle ratio.

Wheelbase
224: Regular Cab with a 224-inch wheelbase, 150-inch cab-to-axle (CA) dimension, 87-inch axle-to-end-of-frame (AF) dimension, and 350-inch chassis overall length (OAL).

Frame and Weight Rating

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535: Single-channel, straight C frame with a 15.14 section modulus (SM), 80,000 psi rating, and 1,211,200 resisting bending moment (RBM). Frame material shall be high-strength, low-alloy steel, measuring 10.250 x 3.092 x 0.375 inches (260.4 x 78.5 x 9.5 mm).

18D: Special gross vehicle weight rating (GVWR), limited to 25,999 pounds. This rating is available only for gross axle weight rating (GAWR) combinations exceeding 26,000 pounds.

Exhaust
91H: Single horizontal muffler with catalytic converter, mounted on the right side of the frame behind the cab, with a downward-facing outlet tip.

Fuel Tank
65A: Left-side, 50-gallon steel fuel tank.

Electrical System
Heavy-duty alternator, 12 volts, 210 amps.

63B: Two 12-volt Motorcraft batteries, each rated at 900 cold-cranking amps (CCA), for 1,800 CCA total. Include a steel battery box.

59C: Combined body-builder wiring at the end of the frame, in lieu of standard combined wiring at the back of the cab. Include sealed connectors for two ground circuits, combined left/stop, combined right/stop, stop lamps, and backup lamps, plus two additional pass-through wires to the cab.

Seats and Cab Equipment

88A: 30/0/30 fixed driver and fixed passenger seats with consolette, upholstered in vinyl.

600A: Preferred Equipment Package, with the following cab and chassis equipment:

- Black, full-width front bumper.
- Oil-lubricated front and rear wheel seals, SKF ScotSeal PlusXL.
- Heavy-duty alternator, 12 volts, 210 amps.
- Painted composite grille.
- Five roof marker/clearance lights with amber lenses.
- Two frame-mounted front tow hooks, painted black.
- Black vinyl floor covering.
- Oil maintenance monitor.
- Tilt and telescoping steering column.
- Black PVC steering wheel with integral cruise control switches and audio controls.

The cab shall be air-conditioned. Provide power-adjustable, heated side-view mirrors suitable for the cargo box width, with Power Equipment Group 90P or equivalent supporting equipment.

Cargo Box
Provide a 20-foot cargo box with a full-width door that opens vertically.

The top surface of the cargo floor shall be 50 to 57 inches above the ground and within the liftgate manufacturer's approved mounting range.

Liftgate

Install an Anthony ATU-series liftgate, or equivalent, with the following specifications:

- 1,800-pound capacity.
- Power-down operation.
- Cab or ignition cutoff.
- Slip-resistant aluminum platform.
- Pressure-compensated flow valve.
- Aluminum platform measuring 80 x 45 inches with a 6-inch ramp.

Bidder Requirements

The bidder shall provide a build sheet identifying the proposed chassis and equipment, list any exceptions or substitutions, and state the available cargo payload after installation of the box and liftgate. The completed truck shall meet the specified 25,999-pound GVWR. The bidder shall confirm that the cargo box, door, floor height, liftgate, electrical connections, and cutoff are compatible and that the installed liftgate provides its rated capacity throughout its intended operating range.

Equal Equipment

Brand names, model numbers, and manufacturer option codes identify the reference equipment. Other manufacturers' equipment will be considered if it meets or exceeds the stated capacity, performance, safety, and functional requirements. Specified dimensions and compatibility requirements must be met; exceeding a dimension does not automatically establish equivalence.

Bidders proposing equal equipment shall provide manufacturer specifications and a comparison identifying how the proposed equipment meets each requirement. All differences shall be clearly identified in the bid. The district will determine equivalence based on the stated requirements.

The completed truck shall include a compatible, fully installed cargo box and liftgate and meet the specified 25,999-pound GVWR, cargo box length, floor-height range, liftgate capacity, platform dimensions, power-down operation, and cab or ignition cutoff requirements.

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