

**Cedar Rapids Community School District
Purchasing Department
2500 Edgewood Rd NW
Cedar Rapids, IA 52405
February 2022**

REQUEST FOR PROPOSAL – IMC Furniture

The Purchasing Office of the Cedar Rapids Community School District request bids on the attached listed items. All prices are to be bid F.O.B. Cedar Rapids, Iowa 52405. Do not include Federal or State Tax in prices submitted.

The Purchasing Office and/or Board of Directors reserve the right to reject any and all bids or any part thereof, and to waive informalities and to enter into such contract or contracts as shall be deemed in the best interest of the Cedar Rapids Community School District, in the County of Linn, State of Iowa.

Bids are due in the Purchasing Office, 2500 Edgewood Rd NW, Cedar Rapids, Iowa (52405) not later than:
Tuesday, February 15, 2022 at 10:00 am CST

Samples are requested by the District to review quality and construction of materials to be offered. An open house will be held Monday, February 14 through Friday, February 18, 2022 for principles and media specialists to review products. Samples should be delivered to the Purchasing Department by Monday, February 14, 2022. See Sample Instructions section for additional information.

Bids are to be marked “**RFP – IMC Furniture**“ **Responses not marked will be listed as non-responsive.**

Options for bid submittal:

Hardcopy Address: Placed in an opaque envelope addressed to:

Purchasing Department
ATTN: “RFP – IMC Furniture”
Cedar Rapids Community School District
2500 Edgewood Rd NW
Cedar Rapids, Iowa 52405

OR

Email to: bids@crschools.us place in the subject line: “**RFP – IMC Furniture**” **Not to exceed 10 MB**

OR

FAX to: 319-558-2327 place in the subject line on a cover sheet: “**RFP – IMC Furniture**”

Questions regarding this RFP must be asked by Thursday, February 10, 2022 at 10:00 am and are to be directed to:

[Carissa Jenkins](mailto:Carissa.Jenkins@crschools.us), Manager of Purchasing
Email: cjenkins@crschools.us - **Do not send your bid response to this address.**

Vendors are invited to a pre-bid meeting to be held on **February 3, 2022 from 1:00pm - 2:30pm in the Purchasing Department at the ELSC, 2500 Edgewood Rd NW, Cedar Rapids, IA 52405.** The purpose of the meeting is to review the bid document and allow vendors to ask questions. All questions and responses will be tabulated and posted on the district website bidding page.

General Conditions:

1. The product listed is specific to our needs. Alternatives to the products specifications will be accepted as long as they adhere to the Preamble (see Preamble at the end of the bid).
2. Quantities are anticipated. Final quantities and items will be on the purchase order when released.
3. When a discrepancy occurs between unit and extended price, the unit price prevails.
4. No assignment of interest in this contract will be permitted. All payments will go to the reseller directly
5. The District intends to award sole source by building. Awards may be made at the item level at the discretion of the building in order to best meet the spec need.

Any company that desires not to bid at this time and wishes to remain on the School District mailing list should notify the Manager of Purchasing to that effect.

Additional Specifications:

1. All bids must be made up the forms supplied by the School District. Return completed copy to the purchaser. A copy should be retained by the bidder. Bid forms are to be completed in fullest detail indicating full name of bidding firm, full name of manufacturing firm, manufacturer's number for item bid, and listing major deviations from specifications. Unit prices must be listed as well as extensions. In case of extension error, unit prices will be used to determine the correct bid extension price.
2. Manufacturer's names, catalog numbers, trade names, etc., are used in these specifications to indicate quality, styles and types. Other trade names and manufacturer's items will be considered if in the opinion of the Board of Education they conform in quality and style as set forth in the specifications. Bidder shall furnish detailed specifications for alternate bids. Sizes and dimensions as set forth in these specifications should be carefully noted. Colors will be selected from supplier's samples. Selection of equipment will be based upon price, quality, and uniformity as it blends with existing equipment. Judgement of the Board of Education and/or Administrators will be final in these matters.
3. All equipment must be unconditionally guaranteed for a period of 1 year against faulty material and/or workmanship.
4. Claims: In the event damage in shipment resulting in claims against the carrier, such claims must be handled entirely by the supplier. No charge backs will be accepted by the School District for failure on the part of the supplier to properly handle such claims.
5. All prices must be quoted as F.O.B. Cedar Rapids, Iowa and will include lift gate delivery on-site to buildings as listed in the documents provided. All unit prices must reflect the shipping or freight costs, unloading and installation. No additional charges will be accepted for handling of any of the equipment requested.
6. Duration of Bids: All bids must be held firm and open for period of sixty (60) days following the date bids are due to allow adequate time to tabulate these bids and make selection required. Same price must apply if quantity increased or decreased by 15%.
7. Errors in Shipment: Errors in shipment in numbers, sizes, colors, etc., must be corrected by supplier without cost to the School District.
8. Assembly: All metal work hardware, bolts, screws, component parts, etc., necessary for complete assembly must be included in the bid prices. Units will be assembled by supplier.
9. Colors: To be selected, if not already noted, by supplier's samples before shipment. Bid price should also indicate colors available.
10. Do not include Federal and State taxes in these bids as school districts are tax exempt as such.

Objectives:

The Cedar Rapids Community School District has allocated funding to renew media center content. Some of the schools' instructional media centers (IMCs) need relative furnishings to support a large influx of new materials. The District desires to consolidate needs from 6 (six) independent building IMC's in order to minimize bid solicitation efforts and enable discounted pricing and service benefits associated with a larger scope need.

Funding for purchases within this project will come from each independent building. Final vendor selections will be made heavily from the perspective of meeting the building-level need while balancing pricing and quality of services across the project. Orders will be segregated by building vs. a blanket or single order release.

Scope of Work:

Total proposed project cost should include the following costs/fees:

- Furniture acquisition
- Delivery
- Assembly
- Installation

Vendors shall provide the following in the proposal:

- Pictures of items proposed
- Color samples
- Itemized price for each piece of furniture – completed in the form provided within this RFP
- Delivery and installation timeline
- Item samples (if requested) at no charge including shipping/return freight
- Warranty specifications

Important Notes:

Delivery will need to be made starting the last day of classes tentatively June 1, 2022 and August 5, 2022. **Will you be able to meet this requirement if orders are placed on or before March 31, 2022?**

If not, which items will not be available within this time frame?

Delivery will be made on-site at the buildings listed. Therefore, delivery should be made with a lift truck. Prices should reflect F.O.B. Cedar Rapids, Iowa. 24 Hours' Notice of Delivery Required.

Bid tabulations will be submitted for final acceptance at the Board of Education Meeting on February 28, 2022.

Sample Instructions:

Samples are requested by the District to review quality and construction of materials offered. An open house will be held **Tuesday, February 15 through Friday, February 25, 2022** to allow principles and media specialists to review vendor products.

Samples requested include quantity 1 (one) single-sided bookshelf, 1 (one) double-sided bookshelf, 1 (one) curved bookshelf, and 1 of all other non-bookshelf items listed in the pricing table.

A list of samples available should be communicated to the District Purchasing office via email in order to confirm the quantity of materials and items to be sent for review. Email correspondence shall be made to:

Carissa Jenkins, Manager of Purchasing

Email: cjenkins@crschools.us - **Do not send your bid response to this address.**

Samples should be delivered to the District's central warehouse by no later than Monday, February 14, 2022. A packing slip with reference "SAMPLES – IMC Furniture Bid" shall accompany all deliveries.

ALL SAMPLE PIECES shall be labelled with the supplier name and the piece count - for example 1 of X total pieces shipped. This will ensure samples are received and shipped together and reduce the opportunity for lost sample pieces.

Delivery/Pick-up address (**samples only**): 2500 Edgewood Road NW, Cedar Rapids, IA 52405

Delivery/Pick-up scheduling: 24 Hours' notice required via phone or email:

Kathy Kinley, Managers Secretary

Phone: 319-558-2321

Email: kkinley@crschools.us - **Do not send your bid response to this address.**

Samples shall be scheduled for return the week of February 28, 2022 and shall be picked up by Friday, March 4, 2022.

Authorized Signature Name of Firm _____

Telephone Number Street Address _____

Email Address City State Zip _____

Date _____

Pricing Sheet

| Item # | Qty | Model #/Vendor | Description | Unit Price | Total Price |
|--------|-----|--|--|------------|-------------|
| J1 | 3 | H31-4824 Media Technologies | Bookshelf Double Sided Mobile Starter Unit 48"h x 36"w x 24"d Metal Shelves: Cream 109 HPL: Formica Finnish Oak 118-58/WilsonArt Ocean D502-60 | \$ | \$ |
| J2 | 3 | H31-4818 Media Technologies | Bookshelf Single Sided Mobile with Finished Back Starter Unit 48"h x 36"w x 18"d Metal Shelves: Cream 109 HPL: Formica Finnish Oak 118-58/WilsonArt Ocean D502-60 | \$ | \$ |
| J3 | 14 | H31-4818A Media Technologies | Bookshelf Single Sided Mobile with Finished Back Adder Unit 48"h x 36"w x 18"d Metal Shelves: Cream 109 HPL: Formica Finnish Oak 118-58/WilsonArt Ocean D502-60 | \$ | \$ |
| J4 | 1 | Custom – 31 Series Media Technologies | Replacement Top for Current Bookshelf 103"w x 12 1/2"d HPL: WilsonArt Ocean D502-60 | \$ | \$ |
| J5 | 1 | Custom – 31 Series Media Technologies | Replacement Top for Current Bookshelf 103"w x 24"d HPL: WilsonArt Ocean D502-60 | \$ | \$ |
| J6 | 1 | K2436BB-MOB Media Technologies | Book Browser Mobile 30"h x 24"d x 36"w HPL: Formica Finnish Oak 118-58/WilsonArt Ocean D502-60 | \$ | \$ |
| J7 | 1 | PCD-3242-L-MB Media Technologies | Concierge Technology Cart Mobile 42"h x 32"w Metal: Cream 109 HPL: Formica Finnish Oak 118-58/WilsonArt Ocean D502-60 | \$ | \$ |
| F1 | 19 | H31-4824 Media Technologies | Bookshelf Double Sided Mobile Starter Unit 48"h x 36"w x 24"d Metal Shelves: Silver 809 HPL: WilsonArt Pinnacle Walnut 7992-38 | \$ | \$ |

| Item # | Qty | Model #/Vendor | Description | Unit Price | Total Price |
|--------|-----|--------------------------------------|--|------------|-------------|
| H1 | 36 | H31-4824 Media Technologies | Bookshelf Double Sided Mobile Starter Unit 48"h x 36"w x 24"d Metal Shelves: Silver 809 HPL: Formica Amber Maple 7012-58 | \$ | \$ |
| H2 | 6 | H31-7212 Media Technologies | Bookshelf Single Sided Mobile Starter Unit 72"h x 36"w x 12"d Metal Shelves: Silver 809 HPL: Formica Amber Maple 7012-58 | \$ | \$ |
| H3 | 20 | H31-7212A Media Technologies | Bookshelf Single Sided Mobile Adder Unit 72"h x 36"w x 12"d Metal Shelves: Silver 809 HPL: Formica Amber Maple 7012-58 | \$ | \$ |
| H4 | 9 | H31-6024 Media Technologies | Bookshelf Double Sided Mobile Starter Unit 60"h x 36"w x 24"d Metal Shelves: Silver 809 HPL: Formica Amber Maple 7012-58 | \$ | \$ |
| WR1 | 28 | H31-4824 Media Technologies | Bookshelf Double Sided Mobile Starter Unit 48"h x 36"w x 24"d Metal Shelves: Cream 109 HPL: Formica Amber Maple 7012-58 | \$ | \$ |
| WR2 | 1 | K2436BB-MOB Media Technologies | Book Browser Mobile 30"h x 24"d x 36"w HPL: Formica Amber Maple 7012-58 | \$ | \$ |
| WR3 | 1 | B2036MR Media Technologies | Magazine Rack 36"h x 20"d x 36"w HPL: Formica Amber Maple 7012-58 | \$ | \$ |
| WR4 | 8 | QBLOX-17-6 Media Technologies | Cube Shaped Soft Seating 17"w x 17"d x 6"h Grade 1 Fabric Vinyl (Must exceed 200,000 Double Rubs) Fabric: CF Stinson Lara Patriot LRA94 | \$ | \$ |
| WR5 | 6 | PBLOX-17-17 Media Technologies | Crescent Shaped Soft Seating 17" x 17" Grade 1 Fabric Vinyl (Must exceed 200,000 Double Rubs) Fabric: CF Stinson Lara Patriot LRA94 | \$ | \$ |
| W1 | 6 | H31-4218 Media Technologies | Bookshelf Single Sided with Finished Back Starter 42"h x 36"w x 18"d Metal Shelves: Silver 809 HPL: Formica Amber Maple 7012-58 | \$ | \$ |
| W2 | 6 | H31-4218A Media Technologies | Bookshelf Single Sided with Finished Back Adder 42"h x 36"w x 18"d Metal Shelves: Silver 809 HPL: Formica Amber Maple 7012-58 | \$ | \$ |
| W3 | 1 | Custom Media Technologies | Slat Wall 8'w x 7'h Metal: Silver 809 HPL: Formica Amber Maple 7012-58 | \$ | \$ |

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|-----|----|--|---|----|----|
| W4 | 2 | WBXI-CS4D3036-LL-MOB-H1P5A And WBXI-C4848CL Media Technologies | Mobile Work Station Base With 2 Cupboards 6 Drawers HPL: Formica Amber Maple 7012-58 Clover Shaped Top HPL: WillsonArt Satin Stainless 4830K-18 | \$ | \$ |
| W5 | 1 | MCD-36OS-32/TRX39L Media Technologies | Circulation Desk Open Storage Unit with Shelves 36"w x 30"d x 32/39"h Base HPL: Formica Amber Maple 7012-58 Top HPL: WilsonArt Satin Stainless 4830K-18 | \$ | \$ |
| W6 | 2 | MCD-48D-32/TRX39 Media Technologies | Circulation Desk with Transaction Counter 48"w x 30"d x 32/39"h Base HPL: Formica Amber Maple 7012-58 Top HPL: WilsonArt Satin Stainless 4830K-18 | \$ | \$ |
| W7 | 1 | MCD-36C3DR-39L Media Technologies | Circulation Desk Cupboard with 3 Drawers 36"w x 30"d x 39"h Base HPL: Formica Amber Maple 7012-58 Top HPL: WilsonArt Satin Stainless 4830K-18 | \$ | \$ |
| W8 | 1 | MCD-30TCS-39L Media Technologies | Circulation Desk Triangle Corner Unit with Shelves 30"w x 30"d x 39"h Base HPL: Formica Amber Maple 7012-58 Top HPL: WilsonArt Satin Stainless 4830K-18 | \$ | \$ |
| W9 | 1 | MCD-36BR-39L Media Technologies | Circulation Desk Book Return with Front Panel Book Slot 36"w x 30"d x 39"h Base HPL: Formica Amber Maple 7012-58 Top HPL: WilsonArt Satin Stainless 4830K-18 | \$ | \$ |
| W10 | 2 | A30G Media Technologies | Wire Grommet Black 80MM | \$ | \$ |
| W11 | 1 | MCD-B-39-EPL-RH Media Technologies | Circulation Desk Finished Right Hand End Panel HPL: Formica Amber 7012-58 | \$ | \$ |
| W12 | 1 | MCD-B-39-EPL-LH Media Technologies | Circulation Desk Finished Left Hand End Panel HPL: Formica Amber 7012-58 | \$ | \$ |
| W13 | 50 | Z28C Academia | Zed Series Student Chair 18"h Casters Primary Blue with Chrome Frame | \$ | \$ |
| W14 | 4 | HS3052-RY Academia | Harmony Series Rectangle Wave Collaborative Table 30"w x 52"l Adjustable Height Casters HPL: Maple Edge: Gray Frame: Tungsten Gray | \$ | \$ |
| W15 | 6 | HS3052-CH Academia | Harmony Series Half Round Wave Collaborative Table 30"w x 52"l Adjustable Height Casters HPL: Maple Edge: Gray Edge: Tungsten Gray | \$ | \$ |

| | | | | | |
|-----|-----|---|---|----|----|
| W16 | 8 | Z2430 Academia | Zed Series Student Stool 24"h Steel Glides Primary Blue with Chrome Frame | \$ | \$ |
| T1 | 12 | DFTS-4224D-L- MOB Media Technologies | Curved Bookshelf Double Faced Starter 42"h x 24"d x 72"w Metal: Stone 407 HPL: Formica Amber Maple 7012-58 | \$ | \$ |
| T2 | 6 | DFTS-4218X- MOB Media Technologies | Curved Bookshelf Single Faced Convex Starter 42"h x 18"d x 72"w Metal: Stone 407 HPL: Formica Amber Maple 7012-58 | \$ | \$ |
| T3 | 8 | H31-4224 Media Technologies | Bookshelf Double Sided Mobile Starter Unit 42"h x 36"w x 24"d Metal Shelves: Stone 407 HPL: Formica Amber Maple 7012-58 | \$ | \$ |
| T4 | 6 | H31-4824 Media Technologies | Bookshelf Double Sided Mobile Starter Unit 48"h x 36"w x 24"d Metal Shelves: Stone 407 HPL: Formica Amber Maple 7012-58 | \$ | \$ |
| T5 | 8 | H31-6024 Media Technologies | Bookshelf Double Sided Mobile Starter Unit 60"h x 36"w x 24"d Metal Shelves: Stone 407 HPL: Formica Amber Maple 7012-58 | \$ | \$ |
| T6 | 2 | H31-7212 Media Technologies | Bookshelf Single Sided Starter Unit 72"h x 36"w x 12"d Metal Shelves: Stone 407 HPL: Formica Amble Maple 7012-58 | \$ | \$ |
| T7 | 12 | H31-4818A Media Technologies | Bookshelf Single Sided Adder Unit 72"h x 36"w x 12"d Metal Shelves: Stone 407 HPL: Formica Amber Maple 7012-58 | \$ | \$ |
| T8 | 160 | Media Technologies | Sliding Metal Book Support Metal: Stone 407 | \$ | \$ |
| T9 | 6 | FTC-60-G1 Media Technologies | 60 Degree Curved Soft Seating Backless Grade 1 Fabric Vinyl (Must exceed 500,000 Double Rubs) | \$ | \$ |
| T10 | 2 | 9681A Office Source | Tribeca Club Chair 4 Glides Bonded Leather – Black | \$ | \$ |
| T11 | 12 | Custom Media Technologies | Custom Replacement Tops for Current Table Frames 36"w x 60"l HPL: Formica Amber Maple 7012-58 *To Include Repainting of Current Frames | \$ | \$ |
| T12 | 4 | CX26-C0036-42 Media Technologies | Standing Height Café Tables 36"dia x 42"h X Base HPL: Formica Amber Maple 7012-58 Frame: Stone 407 | \$ | \$ |
| T13 | 2 | KRB-C3672-42 Media Technologies | Kirby Series Mobile Collaboration Table 36"w x 72"l x 42"h HPL: Formica Amber Maple 7012-58 | \$ | \$ |

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|-----|----|---------------------------------------|--|----|----|
| T14 | 2 | GTXSCT-C3036-29 Media Technologies | Study Carrel 36"w x 30"d x 29"h HPL: Formica Amber Maple 7012-58 Frame: Stone 407 | \$ | \$ |
| T15 | 2 | SQA Academia | Active Seating Adjustable Height Color: TBD | \$ | \$ |
| T16 | 24 | Z2430 Academia | Zed Student Stool 30"h Color: TBD Steel Glides | \$ | \$ |

Final Product Delivery & Installation Locations (PDF specs attached):

Johnson STEAM Academy
355 18th Street SE, Cedar Rapids, IA 52403

*Items J1-J7



Adobe Acrobat
Document

Franklin Middle School
300 20th Street NE, Cedar Rapids, IA 52402

*Item F1



Adobe Acrobat
Document

Harding Middle School
4801 Golf Street NE, Cedar Rapids, IA 52402

*Items H1-H4



Adobe Acrobat
Document

Wright Elementary School
1524 Hollywood BLVD NE, Cedar Rapids, IA
52402

*Items WR1-WR5



Adobe Acrobat
Document

Wilson Middle School
2301 J Street, Cedar Rapids, IA 52404

*Items W1-W16



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Document

Taft Middle School
5200 E Avenue NW, Cedar Rapids, IA 52405

*Items T1-T14



Adobe Acrobat
Document

PREAMBLE TO

Cedar Rapids Community School District
RFP - IMC Furniture
Cedar Rapids, IA 52405

The product specifications contained in this document constitute the minimum specifications acceptable to Cedar Rapids Community Schools. Statements indicating that substitutions may not be made are void and of no effect. Where brand names of components are specified, substitutions shall be equal or superior to the named brands. The Cedar Rapids Community Schools reserves the right to award a contract for all of the items to a single bidder or to award individual contracts to multiple bidders item by item, or to reject any or all bids. Substitutions are invited from any vendor so long as each substitution is accompanied by the following certification made under penalty of perjury:

“The substituted item is equal to or superior to the specified item in terms of material, durability, functionality, serviceability, quality, and appearance; where dimensions are specified, the substituted item does not vary from the specified item by more than 5%; where photographs or models are supplied, the substituted item is reasonably similar or superior to the model in terms of functional characteristics and appearance. Where brand names are specified, substituted items are equal or superior to the named brand in terms of performance, durability and functionality.”

In addition, warranty must be equal or greater value than noted. If “Limited Lifetime Warranty” or “Lifetime Warranty” is specified, detailed list of what is included must be presented.

Final determinations of whether substituted items comply with this certification shall be within the sole discretion of the Cedar Rapids Community Schools.

PURCHASE ORDER TERMS AND CONDITIONS

1. Acceptance

This Purchase Order is subject to the following terms and conditions and no others unless there is prior written consent of both parties.

2. Laws

The laws of the State of Iowa shall apply in all disputes.

3. Shipping and Packaging

All material is subject to inspection by the Cedar Rapids Community School District (hereinafter called CRCSD). Each shipment must be accompanied by a packing slip showing our Purchase Order number, item number, part number, waybill number, quantity shipped, number of pkgs. in shipment, net weight, and the number of pieces per pound if weight counted. The CRCSD Purchase Order number must be placed on all shipping containers and be easily and clearly read. Invoices covering the shipment must contain this same information.

4. Modifications and Changes

CRCSD reserves the right, by written notice issued hereunder, to make changes in the drawings, design or specifications, method of shipment of packing, and in the dates and places for delivery, as specified in the schedule set forth on the face hereof, except that no change shall accelerate the rate of delivery hereunder without Seller's consent. No changes may be made in this order without written authorization of Purchasing.

5. Quality

Seller expressly warrants that all the articles, material and work covered by this order will conform to the specifications, drawings, samples or other description furnished by CRCSD, and will be of good material and workmanship, and free from defects, and if the articles are not ordered to the CRCSD specifications Seller further warrants that they will be merchantable and fit and sufficient for the purpose intended.

6. Defective Goods

If any of the goods fail to meet the warranties contained in paragraph 3, Seller upon notice from CRCSD shall promptly correct or replace the same at Seller's expense. If Seller shall fail to do so, CRCSD may cancel this order as to all such goods, and in addition, may cancel the then remaining balance of this order. After notice to Seller, all such goods will be held at Seller's risk. CRCSD may, and at the Seller's direction shall, return such goods to Seller at Seller's risk, and all transportation charges, both to and from the original destination, shall be paid by the Seller. Any payment for such goods shall be refunded by Seller unless Seller promptly corrects or replaces the same at its expense.

7. Packing

No charges will be allowed for packing, boxing, or crating. Prices must include all delivery charges and all such charges must be prepaid. Damaged materials will not be accepted.

8. Excess Goods

Except for customary quantity variations recognized by trade practice, goods in excess of those specified will not be accepted, and such goods will be held at Seller's risk. CRCSD may, and at Seller's direction shall, return such goods at Seller's risk, and all transportation charges, both to and from the original destination, shall be paid by the Seller.

9. Patent, Trademark and Copyright Indemnity

By acceptance of this order and in consideration hereof, the Seller agrees to indemnify and save harmless CRCSD and its customers against all losses, liabilities, damages and expenses which they may sustain due to the infringement of any patent, trademark or copyright resulting from the purchase, use or sale of the items to be delivered thereunder, or arising out of, or in connection with, the defense of any such claim of infringement.

10. Prices

Goods on this order must not be invoiced at a higher price than shown without written consent. If price is omitted on the order, it is agreed that your price will be the lowest prevailing market price to educational institutions. Seller will give CRCSD the benefit of any price decline to actual time of shipment, except that should the CRCSD permit shipment to be made before specified shipping date, CRCSD shall have the advantage of lower prices which occur before specified shipping date. All prices must be FOB destination. Where specific purchase is negotiated FOB shipping point, the Seller is to prepay shipping charges and add to invoice and attached to the invoice the original receipted freight bill. No deliveries will be accepted COD and/or freight collect.

11. Taxes

The CRCSD is exempt from Federal Excise Taxes, Transportation Taxes and Iowa Sales and Use Taxes. Do not include taxes when submitting invoices. Exemption certificate will be furnished upon request.

12. Assignment

Neither party shall assign or transfer this order or any interest therein or monies payable thereunder without the written consent of the other party, and any assignment made without such consent shall be null and void, except that CRCSD may assign this order and its interest therein without the consent of the Seller.

13. Hazardous Materials

- a. A Material Safety Data Sheet shall be provided with any product of hazardous nature as defined by Federal Law (29 CFR 1910-1200) and the Iowa Right to Know Act (Chapter 455D – Iowa Code)
- b. All contractors contracted by CRCSD shall remove all chemicals or their remnants from our premises at the completion of the contract. (Hazardous substance information is available in each building)

14. Deliveries

All deliveries must be made to the District Warehouse, 2500 Edgewood Rd. NW, Cedar Rapids, Iowa 52405 unless otherwise specified on face hereof. Seller agrees to deliver the items, in the quantities, within the time, in accordance with specifications (and approved sample if furnished), and at the prices specified on the face hereof, any failure of which shall entitle CRCSD, in addition to any other rights and remedies, to cancel this order and be relieved of all liability for any undelivered portion. A waiver of CRCSD right to cancel, by acceptance of any items after delivery date, or otherwise, shall not constitute a waiver of such right as to future deliveries. Seller, shall not, however, be liable to CRCSD for loss or damage sustained by it on account of delays due to causes beyond Seller's control and without its fault or negligence, provided Seller shall, with reasonable promptness after it appears a delay is likely to result, give notice, in writing, that delivery will be delayed, the cause, and probable extent thereon. Items received more than 15 days before schedule may, at CRCSD's option, be returned at Seller's expense, or be accepted and payment therefore withheld until the scheduled date.

15. General

Following these instructions ASSURES PROMPT REMITTANCE:

- a. Place Purchase Order number on all correspondence, invoices, packing slips, bill of lading or other shipping paper and containers.
- b. Enclose packing slip with each shipment.
- c. Mail invoices promptly after shipment to the address shown in the "Bill To" box.
- d. Render all invoices in triplicate

-End purchase order terms and conditions-

Return this page with response

ACKNOWLEDGMENT AND CERTIFICATION

DEBARMENT CERTIFICATION STATEMENT
On all responses submitted
TO CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

These rules shall apply to all companies submitting a response to the Cedar Rapids Community School District request.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds for \$25,000 or more, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Website: <https://www.sam.gov>

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

Dated: _____

("Company")

By: _____
Signature

Printed Name: _____

Title: _____

Signature Required
See page 14

STANDARD RULES FOR CONTRACTORS
WORKING FOR CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

These rules shall apply to all contractors. A contractor shall be defined as companies or persons (not employees of the Cedar Rapids Community School District) doing work on any property owned by the Cedar Rapids Community School District. These rules are not all inclusive.

PROTECTION OF THE BUILDINGS AND MATERIALS

The Contractor shall protect all parts of the project and site affected by construction operations and is to arrange his work so that the Owner is not needlessly inconvenienced. Contractor is to repair all damages caused by his work, keep premises clean and upon completion remove all rubbish and surplus material and leave the site clean and in good repair so far as his work is concerned.

NOISE AND DISRUPTION OF CLASSES

At no time shall any Contractor disrupt classes by either noise or by entering rooms where class is in session, unless permission has been granted by the school principal.

OWNERS RIGHTS TO MATERIALS

The Owner reserves the right to retain ownership to any materials or equipment that are part of the existing facility. If materials or equipment are to be removed from the site, Contractor shall detach such items and before removing items from site, obtain permission from the Manager of Buildings and Grounds or his designee to do so. All items not retained by Owner shall be removed in a proper manner by the Contractor.

EQUAL OPPORTUNITY POLICY

Because it is the desire of the Cedar Rapids Community School District to encourage equal employment policies, all Contractors, including suppliers supplying goods or services to the School District, are expected to comply with the spirit of equal opportunity employment, as well as with the letter of all applicable statues and regulations. Compliance shall require Contractors not to discriminate and, in addition, to take reasonable affirmative action to insure that members of minority groups are effectively accorded equal employment opportunities.

ASBESTOS

All buildings in the School District contain asbestos.

It is the contractor's responsibility to become familiar with the locations of asbestos in any building that he/she is working on and be responsible for any disturbance of the asbestos that he/she intentionally or accidentally causes.

It is also the responsibility of the contractor to utilize the AHERA Management Plan which is located in the main office of each building and inform his/her employees/subcontractors of the locations where asbestos materials have been identified. The AHERA Management Plan is not

to leave the buildings. If the contractor desires a copy of the information showing the asbestos locations, he/she may request it from the Manager of Buildings and Grounds and will be charged the cost of reproduction.

Contractors shall not remove or disturb any asbestos unless licensed to do so by the State of Iowa. If asbestos must be removed to carry out the work, contact the Manager of Buildings and Grounds who will contract for its removal in a proper manner.

At no time shall any product be sold to the Cedar Rapids Community School District that contains asbestos.

HAZARDOUS SUBSTANCES

The contractor shall submit to the Construction Projects Supervisor before construction begins, two copies of material safety data sheets of hazardous substances to be stored on the Owner's premises or incorporated in the performance of this contract. The Contractor shall also keep material safety data sheets posted at the work site for all substances while these substances are on the Owner's premises, hazardous substances shall be any substance which is covered by Iowa law (Right to Know Rules).

It is the Contractor's responsibility to obtain copies of the material safety data sheets and the Hazardous Communication Program which lists and describes hazardous substances stored on the school's premises, and inform their employees of the potential exposure. This information is available in the administrative office of each building. Further details may be obtained from the Manager of Buildings and Grounds or the Construction Projects Supervisor.

INSURANCE

All Contractors shall supply a certificate of insurance with the minimum coverage shown as follows, with the District named as an additional insured which includes Completed Operations.

No construction work shall be started under this contract until the insurance requirements have been satisfied.

Workers' Compensation shall be carried by the contractor in accordance with the Iowa Workers' Compensations statutes.

Commercial General Liability limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

The Comprehensive General Liability insurance shall include coverage for underground, explosion and collapse hazards.

Commercial Automobile Liability coverage, including hired and non-owned liability, with Bodily Injury limits of \$500,000 each person and \$1,000,000 aggregate and Property Damage limits of \$250,000 each occurrence, or a combined single limit of \$1,000,000.

Excess or Umbrella Liability coverage shall be provided with a limit of \$1,000,000 each occurrence and \$1,000,000 aggregate.

The contractor shall name the Cedar Rapids Community School District and their agents and employees as an Additional Insured on all policies listed above for the contract involved and a certificate, or a policy if requested, should be filed with the School District evidencing this coverage. Iowa Governmental Immunities endorsement is to be included pursuant to Iowa Code 670.

All certificates and/or policies of insurance furnished by the contractor are to be filed with the Owner and shall include the name and address of the agency issuing the same. All certificates and/or policies shall be signed.

The Owner shall purchase property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall exclude the contractor's and subcontractor's equipment, tools, and machinery that are not incorporated into the work. The Property Insurance shall be written under a "Special Cause of Loss Form" to include perils of fire, lightning, windstorm, vandalism, and theft, as well as other perils normally covered by standard Insurance Service Office Special Cause of Loss Form.

The contractor shall provide insurance coverage for portions of the work stored off the site, and also for the portions of work in transit.

CONTRACTOR REGISTRATION

All contractors and their subcontractors shall be registered with the labor commissioner as per chapter 91C of the Iowa Code.

SMOKING

Smoking is not allowed on the Owner's premises. The word "premises" for purposes of this section shall include inside personal or Company trucks or automobiles parked on school property.

SEX OFFENDER ACKNOWLEDGMENT AND CERTIFICATION

Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Contractor and all sub-contractors acknowledge and certify that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or sub-contractor at the schools of the District.

The Contractor and all sub-contractors shall provide a signed original of an Acknowledgment and Certification letter (provided at the end of this section). No worker of the Contractor or any sub-contractor will be allowed to work on site until this letter is received by the District.

It shall be responsibility of the Contractor to provide the Acknowledgment and Certification letter to all sub-contractors. An initial list of sub-contractors shall be provided to the Architect with the signed contract. Updates to the sub-contractor list shall be provided to the Architect within three (3) days after any additional sub-contractors are contracted by the Contractor.

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Return this page with response

ACKNOWLEDGMENT AND CERTIFICATION

_____ (“Company”) is providing services to

[name of contractor/sub-contractor]

the Cedar Rapids Community School District (“District”) as a contractor or is operating or managing the operations of a contractor. The services provided by the Company may involve the presence of the Company’s employees upon the real property of the schools of the District.

The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

Dated: _____

— [Name of contractor/sub-contractor]

By: _____

Printed Name: _____

Title: _____

If a current “Acknowledgement and Certification” document has been entered in the District Business Services Office within this current year, and no changes have been made, another copy is not needed. Call 319-558-1084 for verification.