

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
Purchasing Department
2500 Edgewood Rd NW
Cedar Rapids, Iowa 52405

MAY 2024

BID REQUEST - SCHOOL VEHICLE AND BUS OIL

The Purchasing Office of the Cedar Rapids Community School District requests your proposal for services. All prices are to be bid F.O.B 2500 Edgewood Rd NW, Cedar Rapids, IA 52405. Do not include Federal or State Tax in costs submitted.

The Purchasing Office and/or Board of Directors reserve the right to reject any and all proposals 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 no later than:

Tuesday, May 7th, 2024 at 10:00 a.m. CST.

Acceptable forms of submission:

EMAIL: Marked "School Vehicle and Bus Oil Bid" in the subject line an emailed to:

bids@crschools.us 10MB maximum size

HARD COPY: Place proposals in a sealed opaque envelope marked "School Vehicle and Bus Oil Bid" delivered to address:

Mrs. Carissa Jenkins, Manager of Purchasing
Cedar Rapids Community School District
Purchasing Department
2500 Edgewood Rd NW
Cedar Rapids, Iowa 52405

Questions regarding this bid are due by 10:00 a.m. CST, Tuesday, April 30th, 2024 and are to be directed via email ONLY to Olivia Pikokivaka, Purchasing Coordinator. Do not reach out to other district/transportation staff members with questions in regards to this bid. Please direct your questions to:

Olivia Pikokivaka, Purchasing Coordinator
Email: opikokivaka@crschools.us

A tabulation of the questions and answers will be posted to the District webpage: <https://crschools.us/departments/purchasing/bids/>

Any company who 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. Otherwise, any company not submitting a bid may be removed from the mailing list for future bids.

| MILESTONE | DATE |
|---|--|
| Bid Issue | Tuesday, April 23rd, 2024 |
| Questions Submission Deadline | Tuesday, April 30th - 10:00 AM CST |
| Bid Response Due Date | Tuesday, May 7th, 2024 - 10:00 AM CST |
| Board Submission Deadline | Wednesday, May 29th, 2024 |
| Board of Education Meeting to Approve Proposed Award | Monday, June 10th, 2024 |
| Post Award Vendor Meetings | To Be Scheduled w/each individual winning vendor |
| Award Notice Communication and Tabulation Posting <i>Based on board approval</i> | Tuesday, June 11th, 2024 |
| Contract Term - 1 year term with option to renew to 2 additional terms | July 1st, 2024 |

GENERAL TERMS & CONDITIONS

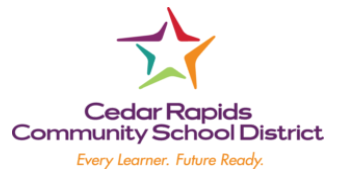
1. Trade name listed indicates quality desired and in no way intends to discriminate against any manufacturer.
2. Return one copy of each page showing bid items, giving unit price and total price as requested.
3. Orders will be on an as needed basis.
4. The term of the agreement is July 1st, 2024 through June 30th, 2025 with option to renew for up to two (2) consecutive 12 month terms. Pricing will be assumed as fixed for the renewal term unless otherwise communicated prior to renewal of the next term
5. Complete descriptive literature must be furnished with each item bid that varies from specifications. Samples are to be available, if needed. Send samples to District Warehouse, 2500 Edgewood Road NW, Cedar Rapids, Iowa 52405.
6. Other tax-supported governmental agencies or departments within the state of Iowa may extend the opportunity to purchase off this bid or proposal with the agreement of the successful vendor(s) and notification to the Purchasing Department, Cedar Rapids Community School District phone 319-558-2321.
7. The District reserves the right to split the award by item as deemed necessary.
8. Delivery will be no more than 48 hours after telephone order is placed. Inability to comply with this request will result in cancellation of agreement with the successful bidder.
9. Any fees declared on invoices must be included in this bid submission in the fee solicitation table, otherwise they will not be honored during the term of the agreement.
10. Any company who desires not to bid at this time and wishes to remain on the School District mailing list, should notify the Purchasing Manager to that effect. Otherwise, any company not submitting a bid may be removed from the mailing list for types of items listed in this bid.
11. Quantities shown on the bid solicitation are annual estimates. More or less may be ordered during a 12 month period. Delivery of these products specified will be on an as needed basis. The District shall only be accountable for purchased goods.

12. The District intends to enter into an annual agreement with the awarded vendor(s). One blanket purchase order will be issued for the contract period of July 1st, 2024 through June 30th, 2025 at the pricing agreed upon within the bid award. Pricing shall be fixed during the agreement term.
13. Should inventory of an item listed on the bid solicitation no longer be in stock, the supplier must notify the District in writing and communicate any viable offerings for an equivalent alternative. The District will reserve the right to seek alternative vendors and pricing for the specified item.
14. If, for any reason, there is a need to review pricing, the vendor must make the request in writing and include the reason for the request. Documentation supporting the request (i.e. commodity price increases), the current pricing, and the requested revised pricing will need to be submitted. Typically, a price adjustment request shall be no more frequent than once each quarter and not to exceed 5% unless very unusual and significant circumstances and changes have occurred in the industry and can be communicated with relevant indices. The Purchasing Manager will review such requests and acknowledge if the pricing adjustments are deemed reasonable and will be accepted, reject the request with written explanation, or counter the request with revised pricing.
15. Purchase Orders are subject to the following terms and conditions and no others unless there is written consent of both parties.
16. Laws: The regulations for the State of Iowa shall apply in all disputes.
17. 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.
18. Modifications and Changes: CRCSD reserves the right, by written notice issued hereunder, to make changes in the drawings, design or specifications, method of shipment or 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.
19. 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.
20. 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.
21. 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.
22. 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.

23. 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 there under, or arising out of, or in connection with, the defense of any such claim of infringement.
24. Prices for 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 at the actual time of shipment. All prices must be FOB destinations. The Seller is to prepay shipping charges and add to invoice and attach to the invoice the original receipt freight bill. No deliveries will be accepted COD and/or freight collect.
25. 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.
26. Assignment: Neither party shall assign or transfer this order or any interest therein or monies payable there under 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.
27. A Safety Data Sheet shall be provided with any product of hazardous nature as defined by Federal Law and the Iowa Right to Know Act. 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)
28. 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.
29. Following these instructions ASSURES PROMPT REMITTANCE: **a.** Place the correct Purchase Order number on all correspondence, invoices, packing slips, bill of lading or other shipping paper and containers. **b.** Enclose packing slips with each shipment. **c.** Mail invoices promptly after shipment to the address shown in the "Bill To" box. **d.** Render all invoices in triplicate.
30. If bidding for an equivalent product of quality, please indicate so and include spec sheet(s) and/or reference material. Failing to include a spec sheet for your equivalent alternative will result in that product not being taken into consideration
31. All bid responses MUST be submitted on the below solicitation form. Any other format may be considered as an incomplete bid submission. Complete submission includes: Bid Solicitation Form, Fee Solicitation Form, Authorization of Response Form, and Sex Offender Certification.

INSURANCE

1. All contractors shall supply a certificate of insurance with the minimum coverage shown as follows, with the Cedar Rapids Community School District named as an additional insured which includes Completed Operations.
2. No work shall be started under this contract until the insurance requirements have been satisfied.
3. Worker's Compensation shall be carried by the contractor in accordance with the Iowa Worker's Compensations statutes.
4. Commercial General Liability limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.
5. The Comprehensive General Liability insurance shall include coverage for underground, explosion, and collapse hazards.
6. 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.
7. Excess or Umbrella Liability coverage shall be provided with a limit of \$1,000,000 each occurrence and \$1,000,000 aggregate.
8. 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 proving this coverage. Iowa Governmental Immunities endorsement is to be included pursuant to Iowa Code 670.
9. 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.
10. All contractors and their subcontractors shall be registered with the labor commissioner as per Chapter 91C of the Iowa Code.



CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
 Purchasing Department
 2500 Edgewood Road
 NW Cedar Rapids, Iowa
 52405

May 2024

BID SOLICITATION FORM

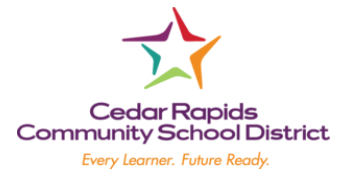
Will you hold your pricing firm for twelve (12) months for additional orders? Yes No
 If no, please state the date you will hold pricing firm through: _____

| Product Description | Annual Quantity | Price (per gal) |
|---|-------------------------|-----------------|
| 15W-40 Diesel Oil | 900 Gallons (Bulk tank) | \$ |
| 10W-30 C-4 | 10- 55 Gallon Barrels | \$ |
| 5W-30 | 5- 55 Gallon Barrels | \$ |
| Washer Fluid | 700 Gallons (Bulk tank) | \$ |
| DEF Fluid | 600 Gallon (Bulk tank) | \$ |
| Tube Grease | 1 Case (#____count) | \$ |
| Syn ATF HD Tran Fluid | 4- 55 Gallon Barrels | \$ |
| ELC Antifreeze 50/50 | 3- 55 Gallon Barrels | \$ |
| Mercon LV (Brand Specific) | 4- 55 Gallon Barrels | \$ |
| 50/50 Preston Commend HD Red antifreeze (Brand Specific) | 7- Gallon 55 barrels | \$ |
| Rear End Grease 175/40 | 3- 30 Gallon Barrels | \$ |
| Extended Life Gold 50/50 pre mix coolant | 3- 55 Gallon Barrels | \$ |

Do you collect used oil/filters? Yes No
 Waste Oil - \$ _____ Waste Filter - \$ _____

FEE SOLICITATION FORM

| <u>ASSOCIATED FEES</u> | <u>UNIT PRICE</u> | <u>EXT. PRICE</u> |
|-------------------------------|--------------------------|--------------------------|
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Cedar Rapids, IA 52405

May 2024

AUTHORIZATION OF RESPONSE FORM - SCHOOL VEHICLE AND BUS OIL

- The attached prices are offered and the units submitted meet all conditions of the proposal specifications.
- All bid responses **MUST be submitted on the above solicitation form**. Any other format may be considered as an incomplete bid submission.

The undersigned hereby affirms that [1.] He/She is a duly authorized agent and/or representative of the vendor, [2.] He/She has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts the terms unless specific variations have been expressly listed in his/her offer, [3.] that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and [4.] that the vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety (90) days following the date of submission.

Return the Signature Page, response pages and the sex offender acknowledgement and certification form. COI will be required afterwards.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE SIGNATURE: _____
[Signature]

Printed Name: _____ Date: _____

Title: _____

Phone: _____

Email: _____

SEX OFFENDER
ACKNOWLEDGMENT AND CERTIFICATION FORM

_____ (“Company”) is providing services to
[name of contractor/sub-contractor]
the Cedar Rapids Community School District (“CRCSD”) 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 thereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgement 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: _____
[Signature name of contractor/sub-contractor]

Printed Name: _____

Company: _____

Title: _____

Title: _____