



Request for Bid (RFB)
For District
"OILS, LUBRICANTS, FLUIDS AND ANTI-FREEZE"
RFB-TR-MAY2919-112

Wentzville R-IV School District

Release Date May 15, 2019

Bid Responses through Vendor Registry

Project Manager: David Wilson

Title: Director of Transportation

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UPLOAD DOCUMENTS TO VENDOR REGISTRY NO LATER THAN: May 29, 2019 at 9:00 A.M., CST

The vendor 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 Request for Bid (RFB) and as modified by any addenda thereto. All bids must be complete and properly executed by the vendor and received by the date and time noted above to be considered

This **REQUEST FOR BID** contains the following:

GEN - GENERAL INFORMATION FOR VENDORS/BIDDERS -- The section referred to as "General Information for Vendors/Bidders" contains general information about the District's business and Bid procedures. Not all General Information for Vendors/Bidders will pertain to each bid or proposal, but is provided as information for the current bid and possible future bids.

SPEC – "SPECIFIC PROJECT SPECIFICATIONS FOR VENDORS/BIDDERS" -- The section referred to as "Specific Project Specifications for Vendors/Bidders" contains information specific to the goods and/or services in the Request for Bid. Specifications are more detailed than the "General Information for Vendors/Bidders".

GENERAL INFORMATION FOR VENDORS/BIDDERS

GEN-1 GENERAL INFORMATION

1. Listed under "Specific Project Specifications for Vendors/Bidders" are items for which Wentzville RIV School District is seeking Bids for a specified period of time or project.
2. To receive this bid or to be notified of Addendums, Vendors/Bidders MUST register through "VENDOR REGISTRY" at <http://www.wentzville.k12.mo.us> (Departments/Finance & Facilities/Purchasing).
3. It shall be the vendor's sole responsibility to ensure their Bid Form has been uploaded to Vendor Registry. A late bid will be unable to be uploaded through the site.
4. Any agreement made with the District and the awarded vendor will be made under the laws of the state of Missouri, and for all purposes shall be construed in accordance with the laws of said state without regard to principles of conflicts of law. The agreement will also require that venue for any disputes arising out of the agreement will be in the Circuit Court of St. Charles County, Missouri.
5. Throughout this document the terms "RFP", "RFQ" and "RFB" are to be used interchangeably.
6. Throughout this document the term "District" refers to the Wentzville R-IV School District (WSD).

GEN-2 FINANCIAL ABILITY

1. The District reserves the right to require the successful vendor to file proof of his ability to properly finance and execute the agreement, together with his record of successful completion of similar agreements. The District reserves the right to defer the acceptance of any Bid and the execution of an agreement for a period not exceeding ninety (90) days after the date of opening the Bids.

GEN-3 COMPANY REFERENCES, SUBCONTRACTING AND WARRANTIES

1. The District may request at least three (3) references, preferably educational institutions, whom you have supplied similar equipment and services. The names, titles and telephone numbers of contacts for each reference should be given. Unless you specify otherwise, District officials will be free to contact these references.
2. See Specific Project Specifications for Vendors/Bidders for subcontracting requirements. No subcontracting shall be permitted without prior written approval by the District. In addition, no changes in subcontractors will be permitted without prior written approval by the District.
3. See Specific Project Specifications for Vendor/Bidders for specific warranty requirements.

GEN-4 ADDENDUMS

7. Should the vendor need clarification on stated specifications or has questions of interpretation of any specifications, the vendor shall submit through Vendor Registry any clarification or question by "Request for Additional Information" date listed in the RFB. All responses to questions or clarifications along with any bid addendums will be posted through Vendor Registry.
8. To receive notification of Addendums, Vendors/Bidders MUST register through "VENDOR REGISTRY" at <http://www.wentzville.k12.mo.us> (Departments/Finance & Facilities/Purchasing).
9. It is the vendor's responsibility to verify if any addendums have been brought forth. Vendor must register through Vendor Registry to receive notifications of addendums.
10. All addendums will become part of the Bid document.
11. Should the vendor fail to accurately respond to the specifications of an RFB and/or omit required RFB information, the District reserves the right to disqualify the RFB based on irregularities. It shall be each vendor's responsibility to obtain and verify all the information required on RFB held within, prior to the submission of stated RFB. No objections with regard to the application, meaning, or interpretation of any or all of the specifications and/or the general information will be considered after the closing date and time of this RFB.

GEN-5 BID RESPONSES

1. There are two ways to respond/submit a bid:
 - a. Sending a "Sealed Envelope"
 - b. Uploading through "Vendor Registry – WSD is unable to view any bids until closing date/time
2. See SPECIFIC PROJECT SPECIFICATIONS FOR VENDORS/BIDDERS

GEN-6 EVALUATION

1. Upon receipt and after opening, all Bids will be evaluated by the District. No decision as to vendor recommendation will be made at a scheduled opening. Additional information necessary to the evaluation process will be requested from the vendor, where appropriate.
2. The District may inspect the vendor's facilities to ensure that the vendor can provide the necessary services specified under this agreement.
3. Sufficient inventory of specified items may be required to be maintained by the vendor during the agreement period in order to meet the requirements of the District. Vendor's commitment to maintain a supply of items currently used by the District may be a consideration when evaluating the Bid.

GEN-7 BASIS OF AWARD

1. The District's policy is to award a Bid based upon the "lowest and responsible" Bid. However, the District will also strive to select equipment, supplies and services, which best fulfill the District's overall needs. In making the award, the District will take the following factors into consideration:
 - Extent to which services and/or items meet or exceed specifications and function;
 - Vendor's ability to supply all or most items/services required;
 - Vendor's ability to maintain a sufficient supply of items needed by the District;
 - Any prior experience or history between the District and vendor;
 - Financial strength of the company;
 - The price proposed by the vendor;
 - Other factors deemed significant by District officials.
2. The District reserves the right to reject a Bid for any reason; to accept any Bid which it deems to be in its best interest; and to reject all Bids and solicit new Bids. The District reserves the right to waive any technicalities and requirements in this Specifications and Bid Form.
3. The District reserves the right to discontinue any agreement with the vendor by giving written thirty-day notice if circumstances warrant such action. Examples of such circumstances include, but shall not be limited to: budget/financial considerations; vendor service/product no longer required; and unsatisfactory vendor performance (see GEN-9), etc.

GEN-8 POOR OR NONPERFORMANCE

1. During the term of the agreement, the District may terminate the contract for nonperformance, poor performance, late delivery, or other cause. The decision to terminate rests solely with the District and/or its duly appointed representative. In the event of termination, the District shall give the vendor written notice thirty (30) days prior to termination. The District may thereafter procure products or services from other vendors.
2. The vendor takes all responsibility for substandard or defective materials and will replace all items as determined by the District.

GEN-9 DOMESTIC PRODUCTS PROCUREMENT

1. The District encourages its staff to purchase or lease products manufactured, or produced in the United States and for contractors and subcontractors of the District to do the same when providing goods and services to the District.
2. It is also the policy of the District to give preference to commodities manufactured, mined, produced or grown within the state of Missouri and to give preference to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when quality, price and delivery are approximately the same. (Legal Reference Section 171.181 RSMo.)
3. The Board of Education (BOE) may make awards to local businesses located within the WSD and paying property taxes received by WSD. The BOE may grant such local businesses a 2% advantage

not to exceed \$500 per invitation. (Financial Operation - Board Policy 3180).

GEN-10 BILLING AND PAYMENT

1. For awarded Bids that require the purchase of "goods", all shipments must be accompanied by a packing list giving a complete description of items, total quantity of items, and total number of containers in the shipment. Packing list should also show District purchase order number, quantity and item(s) shipped along with proper shipping address. The invoice should be sent to 280 Interstate Drive, Wentzville, MO 63385.
2. Invoice payments are subject to the WSD Board of Education approval and will be made in accordance with WSD payment cycles.

GEN-11 DELIVERY

1. For awarded Bids that require the delivery of "goods", the purchase order will specify delivery requirements.

GEN-12 PRICE

1. Price(s) will be mandated by the RFB specifications and the length that prices will stay in effect will be mandated by the RFB specifications.

GEN-13 COLLUSION CLAUSE

By submission of this Bid, each vendor, anyone signing on behalf of a vendor, and in the case of a joint Bid, each party thereto, certifies under penalty of perjury, that to the best of his knowledge and belief:

1. The prices of this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or competitor; Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor; and no attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

GEN-14 TAX EXEMPT STATUS

1. The vendor shall pay sales, consumer, use and similar taxes for the work or portions thereof provided by the vendor which are legally enacted when Bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
2. As set forth in 144.062 RSMo and 144.030 RSMo, contractors who purchase materials and/or supplies "for the purpose of constructing, repairing, or remodeling facilities for" the District are exempt from paying sales tax. The official State Tax exemption certificate will be furnished to the contractor. The quoted phrase was taken directly from the statute.

GEN-15 "OR EQUAL"

1. Whenever material, article or piece of equipment is identified in the specifications by reference to manufacturers' trade name(s) etc., it is intended merely to establish a standard; and any material, article, or equipment of other manufacturers and vendors which will perform the duties imposed will be considered equal provided the material, article or equipment so proposed is, in the opinion of the Purchasing Office or using department, of equal substance and function. However, in some instances, the District will insist on specific brand names to meet District needs and requirements and will not permit "substitutes" or "or equals."
2. See Specific Project Specifications for Vendors/Bidders for substitution requests.

GEN-16 TOBACCO FREE ENVIRONMENT

1. WSD has adopted a tobacco free policy effective July 1, 1997. No tobacco products may be used in the facilities or on the grounds.

GEN-17 INDEMNIFICATION

1. To the fullest extent permitted by the law the Vendor shall indemnify, defend with legal counsel acceptable to the District, and hold harmless the District, its Board of Education, Board Members, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from personal injury, bodily injury, sickness, disease, or death, failure to make payment to suppliers, or injury to or destruction of tangible property, but only to the extent caused by the acts or omissions of the Vendor, or anyone directly or indirectly employed by the Vendor, or anyone for whose acts the Vendor may be liable.
2. **By responding to this RFB, all vendors acknowledge and agree that the District cannot and will not agree to indemnify, defend or hold harmless the vendor in any manner.**

GEN-18 SECURITY IDENTIFICATION BADGES (as related to on site work with services and construction)

1. All vendor employees servicing, repairing, delivery within the school buildings will be required to sign-in at the front office and receive a temporary security badge.
2. Construction contractor or subcontractor employees working on project sites will be required to obtain security identification badges before coming to the project site. Badges may be obtained by the District's Executive Director of Facilities, the District's architectural firm or the general contractor. For questions concerning security badges contact John Blanton, Executive Director of Facilities at 636-327-3800 ext. 20329.
 - a. To obtain a construction security identification badge, the contractor or subcontractor employee shall be required to give their full name, present personal identification verifying their name (e.g., driver's license), give their employer's company name, and present documentation verifying their employment with the company (e.g., business card, identification letter on company letterhead, etc.). During normal working hours, employment confirmation may be made by a confirming telephone call to the company.
 - b. Security identification badge must be kept with the contractor or subcontractor employee and prominently displayed while they are on the project site. The security identification badge may be temporarily removed from prominent display if the security identification badge will pose a safety threat to the contractor or subcontractor employee as the employee carries out the work.
 - c. If the contractor or subcontractor employee temporarily removes the security identification badge from prominent display for safety purposes, the contractor or subcontractor employee shall promptly present the security identification badge to any employee of the District that requests to see the security identification badge. Failure to promptly present the security identification badge shall be grounds for instant removal of the contractor or subcontractor employee from the project site until the security identification badge can be presented. If the contractor or subcontractor employee fails to present the security identification badge a second time, the District may request the contractor or subcontractor employee to be removed from the project site permanently.
 - d. **No employee of the vendor shall be authorized to have contact with or otherwise be in the presence of District students without a District employee also being present.**

GEN-19 REQUIRED E-VERIFY COMPLIANCE

1. Vendors will be required to comply with Section 285.530(2) RSMo. (Cumm. Supp. 2008) regarding enrollment and participation in a federal work authorization program. The vendor represents and warrants that it is in compliance with Section 285.530 at the time of award of this RFB. Vendors will be required to provide a sworn affidavit and supporting documentation affirming participation in a qualified federal work authorization program and that vendor does not knowingly employ any person who is an unauthorized alien in connection with the services to be performed pursuant to any agreement entered into with the District.
2. FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") must be filled out and sent in the sealed

- envelope or scanned through vendor registry.
3. FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT must be filled out and notarized and sent in the sealed envelope or scanned through vendor registry.

GEN-20 CONSTRUCTION PROJECTS – CONTRACTORS & SUB-CONTRACTORS

1. Pursuant to Section 292.675 RSMo the construction contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is as stringent as an approved OSHA program within sixty (60) days of beginning work on this project.
2. It shall be mandatory upon the contractor and any subcontractor under him/her to pay not less than the specified rates to all workmen employed by them in the execution of the contract, (see 290.250, RSMo).
3. Contractors and sub-contractors shall forfeit as a penalty to the state, county, city and county district or other political subdivision on whose behalf the agreement is made or awarded one hundred dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under said agreement, by him/her or by any subcontractor under him/her, and the said public body awarding the agreement shall cause to be inserted in the agreement a stipulation to this effect, (see 290.250 RSMo).
4. Contractor must post a legible list of all prevailing wage rates in a prominent and easily accessible place at the worksite by each contractor and subcontractor on the project. Notice must be posted during the full time that any worker is employed on the job, (see section 290.265, RSMo).
5. The WSD will make final payment only after the vendor has filed an affidavit of Compliance with the contracting public body, (see section 290.290 and 290.325, RSMo). Before final payment will be made, the contractor and all subcontractors must file an Affidavit of Compliance with the contracting public body. No payment can be legally made by the public body (WSD) to the contractor(s) until this affidavit is filed in proper form and with the public body (WSD).
6. All workmen must be experienced in this line of work, the job site must be left in a clean first-class condition, and free of debris on a daily basis.
7. The Contractor shall comply with all applicable state laws, municipal ordinances and the rules and regulations of governing authorities. The Contractor shall observe all regulations governing the provisions of the State Worker's Compensation Law. The Contractor shall save and hold harmless the District from and against all liability, claims and demands on account of personal injuries, property loss or damage of any kind whatsoever connected with the performance and agreement entered into with the District.
8. Only Missouri laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. (See Sections 290.550 through 290.580 RSMo). Therefore, this statute is in effect and will remain in effect as long as this notice is posted. For questions call (573) 751-3403. View the Frequently Asked Questions at http://www.dolir.mo.gov/ls/faq/faq_PublicWorksEmployment.asp or view the statute 290.550 – 290.580 RSMo, at <http://www.moga.mo.gov/statutes/C290.HTM>. Nonrestrictive states, which includes the District of Columbia and the territories, and the words "United States" includes such district and territories, as of January 2008 are: Alabama, American Samoa, Arkansas, Georgia, Guam, Hawaii, Indian, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Nebraska, New Hampshire, New Mexico, New York, North Carolina, Northern Mariana Islands, Ohio, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington, and Wisconsin.
9. Current (as of release date of RFB/RFP) *Prevailing Wage Order* issued by the Missouri Division of Labor Standards will apply to all construction projects.

GEN-21 VENDOR REQUIREMENTS – (IF APPLICABLE)

1. The vendor shall possess all current permits and licenses for operation.
2. No vendor staff will not be under the influence of alcohol and/or drugs in the performance of their duties with the District. Rudeness, vulgar or obscene language or inappropriate physical contact will not be tolerated.
3. All employees, contractors and subcontractors working for or associated with the vendor, who will be on any school premises during school hours, must have cleared both a Missouri Highway Patrol and a

FBI background check. This may be propriety information and can be kept with the vendor, however the vendor must supply paperwork stating their employees have cleared the checks. No vendor employee, contractor or subcontract will be allowed on any District premises who is a registered sex offender.

4. Should services require vendor's staff to interact with students:

- a. All vendor staff will have an FBI/Highway Patrol Background Check which includes fingerprints. The charge for this process will be paid by the vendor for all staff who will be in District Facilities. Vendor staff who have been convicted of a felony or misdemeanor may not be allowed to provide services to the District.
 - b. All vendor staff who provide services to the District will have a TUBERCULIN PPD (Tuberculosis) test performed prior to being scheduled to work. This will be at no charge to the District. Vendor staff who test positive for Tuberculosis may not be allowed to provide services to the District.
 - c. All vendor staff will have their name run through the Missouri State Highway Patrol/Missouri Department of Social Services Child Abuse or Neglect Criminal Records check. There is no charge for this service.
 - d. It is the total responsibility for the vendor to insure that their above paperwork mentioned is on file with the WSD Human Resource Department. If the appropriate forms are not on file and kept up to date, those individuals will not be allowed to transport students until forms are on file with the WSD Human Resource Department.
5. The vendor shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the school board: including any committee member for the purpose of influencing consideration of this RFB.
 6. It shall be each vendor's responsibility to obtain and verify all the information required on this bid, prior to the submission of the bid. No objections with regard to the application, meaning, or interpretation of any or all of the specifications and/or the general information will be considered after the closing date and time of this bid. No claims of misinterpretation or lack of understanding of any information relating to this bid will be accepted after to closing date and time.
 7. Vendors are expected to utilize the Project Manager as the sole representative for ALL information regarding this RFB. Vendors, who contact any other district employee or representative of the District regarding the subject of this RFB, are subject to disqualification.
 8. The vendor must have been in business for a minimum of five years.
 9. The vendor will not assign any of the rights, duties, or payments arising under any agreement to any third party without the consent of the District.
 10. The vendor will disclose if any of the owners of their company are employed by WSD, including persons who may subbed for the district or have retired from the district.
 11. It is the intent of this RFB and specifications to select a vendor or vendors to create a working agreement between all parties. The District however is under no obligation to assign, reward or select any vendor for the fulfillment of this RFB.
 12. By submitting a RFB, the vendor specifically agrees that the decision of WSD is final and binding and agrees to all contents of this RFB.
 13. The vendor will comply with the Fair Labor Standards Act, Fair Employment Practices Act, Equal Opportunity Employment Act, Missouri Human Rights Act and all other applicable Federal and State laws, as well as the applicable Policies and Regulations of the District's Board of Education.
 14. Every provision of law and clause required by law to be inserted in any agreement with the District will be deemed to be inserted and the agreement will be read and enforced as though it were included.
 15. No vendor will perform service or deliver product without a District purchase order.
 16. It is expected that the vendor will provide their best pricing and services on this RFP/RFB. The District will not negotiate with any vendor after the proposals have been read publicly.

GEN-22 INSURANCE REQUIRMENTS

Vendors, contractors and/or sub-contractors (used interchangeably) shall, at its expense, procure and maintain at a minimum for the duration for any service or project and through the correction period stated in the agreement, except as otherwise set forth herein, the types and amounts of insurance described below or as otherwise required by law on all of its operations, in companies registered to do business in the State of Missouri and having an A.M. Best Rating or A-IX or higher:

1. Workers' Compensation and Employers Liability Insurance: Shall carry Workers' Compensation Insurance as required by any applicable law or regulation. Employers Liability Insurance shall be in amounts no less than \$1,000,000 each accident for bodily injury, \$1,000,000 for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Workers compensation act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. If the contractor's Employers Liability limits are below those stated above an umbrella liability policy may be used to the requested limit.
2. Commercial General Liability Insurance: Shall carry Commercial General Liability Insurance written on ISO occurrence for CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Contractor, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:
 - a. Premises and Operations
 - b. Products and Completed Operations
 - c. Contractual Liability insuring the obligations assumed by the Contractor under this Contract
 - d. Personal Injury Liability and Advertising Injury Liability
 - e. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Contractor's project under this Contract. Completed Operations coverage must be maintained for the correction period provided by any agreement with the District.
3. Limit of Liability: The Commercial General Liability policy limits shall not be less than:
 - a. \$1,000,000 Each Occurrence (Combined Single Limit for Bodily Injury and Property Damage)
 - b. \$2,000,000 Aggregate for Products/Completed Operations
 - c. \$1,000,000 Personal Injury/Advertising Injury
 - d. \$2,000,000 General Aggregate (provide endorsement to apply the General Aggregate per project, if available. If not, see Umbrella Liability section).
4. Additional Insured: The District, all of its officers, directors and employees, shall be named as Additional Insured under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 or substitute providing equivalent coverage. If additional insured status is required for a correction period then CG 20 37 or equivalent should also be used. These endorsements must be stated on the Insurance certificate provided to the District and a copy of the endorsements confirming coverage should accompany the insurance certificate.
5. Primary Coverage: Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by the Architect (if applicable) or the District shall be excess only and will not contribute with vendor's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage should accompany the insurance certificate.
6. Business Automobile Liability Insurance: The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA 0020 or a substitute form providing equivalent coverage and shall be at least \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name the District and all of its officers, directors and employees as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the District shall be excess only and will not contribute with Contractor's Insurance. To confirm coverage, a copy of the Additional Insured Endorsement and the Primary Insurance Endorsement should accompany the Insurance certificate.
7. Umbrella Excess Liability: Should provide an umbrella excess liability policy that will provide a minimum of \$2,000,000 per occurrence/ \$2,000,000 aggregate over the above listed coverage's. This policy should "follow-form" of the underlying policies and comply with all insurance requirements of those policies. If the General Aggregate of the Commercial General Liability policy does not apply per project, the limits should be \$3,000,000 per occurrence/ \$3,000,000 aggregate.
8. Waiver of Subrogation: The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of the District and its officers, director and employees.
9. Certificates of Insurance: As evidence of the Insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the vendor to the District and Architect (if applicable) before any work is commenced by the vendor. The District shall have the right, but not the obligation, to prohibit vendor, contractor or any subcontractor from entering the project site until such certificates are received and approved by the District. With respect to insurance to be maintained after final payment, an additional certificate (s) evidencing such coverage shall be promptly provided to the

District as a precondition to final payment. The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the District. Failure to maintain the insurance required herein may result in termination of any agreement at District's option. In the event the vendor does not comply with the requirements of this section, the District shall have the right, but not the obligation, to provide insurance coverage to protect the District and Architect (if applicable), and charge the vendor for the cost of that insurance. The required insurance shall be subject to the approval of the Architect (if applicable), but any acceptance of insurance certificates by the Architect (if applicable) or District shall in no way limit or relieve the vendor, contractor or any subcontractor of their duties and responsibilities in the agreement.

10. Copies of Policies: Shall furnish a certified copy of any and all insurance policies required under this Contract within ten (10) days of the District's written request for said policies.
11. Subcontractors: Vendor shall cause each subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each subcontractor, subcontractors' commercial/general liability and business automobile liability insurance shall name the District and its Architect (if applicable) as Additional Insureds and have the Waiver of Subrogation endorsement added.
12. Other Insurance: The District may require insurance coverage in excess of the types and amounts required in this Exhibit. Vendor shall attempt in good faith to obtain quotes for such additional coverage and provide them to the District for review. Vendor shall purchase any such additional insurance as may be requested by the District in writing. The District shall pay any additional premium for such additional coverage.

GEN-23 GOVERNING LAW, JURISDICTION AND VENUE

1. The agreement shall be governed and interpreted in all respects according to the laws of the State of Missouri. In the event either party must bring a legal or equitable action to enforce any of its rights under the agreement, the venue for such actions shall be the Circuit Court of St. Charles County, Missouri.

GEN-24 CONFIDENTIALITY

1. To the extent that is applicable, the vendor will observe the confidentiality of and protect student information in accordance with applicable law, including but not limited to the Family Educational Rights and Privacy Act, (FERPA), 10 U.S.C. § 1232g, and the Health Insurance Portability and Accountability Act (HIPAA), and will indemnify the District for any damages suffered by it, by reason of vendor's failure to do so.

GEN-25 BID BONDS & PERFORMANCE/PAYMENT BONDS

1. Bid Bonds and/or Performance/Payment Bonds, if required will be stated in the Specific Project Specifications for Vendor/Bidders.

GEN-26 AGREEMENT SPECIFICATIONS

1. No compensation will be given to the vendor that is over and above the rates provided in the RFB without prior written approval from WSD authorized representative.
2. Upon receipt of an invoice from the vendor, WSD shall have up to 45 days to provide payment for the same unless an objection to the amount charges is made by the District. If an objection is made, the parties shall discuss the objection and attempt to reach a resolution. The District will always do their best to pay invoices within a 30 day period, provided an invoice is provided in a timely manner to Accounts Payable.
3. This agreement may be terminated in the event of a breach of the terms of the agreement. In such an event, the non-breaching party shall provide the breaching party with written notice of the breach. The breaching party shall then have (97) seven days to cure said breach. If the breach is not cured within the time allotted, the non-breaching party may terminate the agreement immediately.
4. Notwithstanding the foregoing, the District shall have the option of terminating the agreement without cause by providing notice of the same to vendor within (30) thirty days of the termination. In

- such an event, the vendor shall be entitled to all compensation earned for services authorized and provided up to the date of termination.
5. The vendor will obtain all permits required by law for transactions under this agreement.
 6. The vendor will comply with the Fair Standards Act, Fair Employees Practices, Equal Opportunity Employment Act, Missouri Human Rights Act and all other applicable Federal and State laws and District Policy.
 7. The vendor warrants that all goods or services provided under this agreement will meet or exceed all applicable Federal, State, and Local Statutes, Ordinances and Codes including but not limited to the American with Disability Act of 1990.
 8. Every provision of the law and clauses required by law to be inserted in this agreement will be read and enforced as though it were included herein.
 9. The vendor shall not utilize an employee or subcontractor for any purpose to execute any part of this agreement who is a registered sex offender.
 10. The vendor shall adhere to all of the District's rules, regulations, policies, and procedures when engaged in the performance of this agreement, including but not limited to Board Policies, the Family Educational Rights and Privacy Act, 20 U.S.C § 1232 (g) (FERPA), 45 CFR §§ 160 and 164 ("HIPAA Privacy Rule"), if applicable, Section 504 of the Rehabilitation Act of 1973, the Individuals with Disabilities Education Act, and all civil rights laws.
 11. WSD and the vendor are acting herein as independent contractors and independent employees. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between any of the parties and not party shall have the authority to bind the other in any respect. Vendor and any person employed by or conducting business with the District shall not be a partner, employee, agent or joint venture of the District.
 12. This agreement may be modified, amended or changed only by a written document signed by both parties.
 13. Governing Law, Jurisdiction and Venue – This agreement shall be governed and interpreted in all respects according to the laws of the State of Missouri. In the event either party must bring a legal or equitable action to enforce any of its rights under this agreement, the venue for such actions shall be the Circuit Court of St. Charles County, Missouri.
 14. Confidentiality - To the extent that it is applicable, the vendor will observe the confidentiality of and protect student information in accordance with applicable law, including but not limited to the Family Education Rights and Privacy Act, (FERPA), 20 U.S.C. § 1232g, and will indemnify the District for any damages suffered by it by reason of vendor's failure to do so. To the extent that vendor will have access to personally identifiable information and student educational records as defined under FERPA, vendor acknowledges the following: vendor is performing an institutional service or function for with the District would otherwise use employees: vendor is under the direct control of the District with respect to the use and maintenance of any personally identifiable information of student: and vendor is subject to the requirements of FERPA governing the use and re-disclosure of personally identifiable information from education records.
 15. The District will not agree to indemnify or hold harmless any vendor for its own acts or omissions (intentional, negligent or otherwise), including product liability (if applicable) for injuries or damages that do not arise from acts or omission of the District, or for injuries or damages for which the District has sovereign immunity. Vendor shall defend, hold harmless and indemnify the District, its governing Board, officers, agents, and employees from every claim, demand, losses and expenses which may be made by reason of any injury to person or damage to property sustained by any person, firm or corporation, caused by any act or omission, negligent or otherwise, or otherwise, or willful misconduct of vendor or any person, firm or corporation, employed by the vendor, including subcontractors, in connection with the vendor's performance under this agreement. Vendor, at its own expense and risk, shall defend any legal proceeding that may be brought against the District, its governing Board, officers, agents and employees on any such claim or demand, and satisfy any judgment that may be rendered against the District or its governing Board, therein. Vendor also agrees to reimburse the District, its agents and employees for any sum which the District is required to pay on account of such demand, claim or lawsuit including attorney's fees.
 16. Sovereign Immunity – Nothing in the agreement shall constitute a waiver of any immunity, sovereign or otherwise, granted to the District by common law or pursuant to Missouri law, including, but not limited to Section 537.600 et seq., of the Missouri Revised Statutes.
 17. Assignment – Vendor may not assign, subcontract or transfer any of its rights, burdens, duties, or obligations under this agreement with the written consent of the District.



SPECIFICATIONS FOR RFB

RFB NUMBER: RFB-TR-MAY2919-112	RELEASE DATE: May 15, 2019	RFB NAME: Oils, Lubricants, Fluids and Anti-Freeze
DUE DATE Date: May 29, 2019 Time: 9:00 AM CST		REQUEST FOR ADDITIONAL INFORMATION DUE BY: May 21, 2019 by 9:00 AM – See Gen-4 (Through Vendor Registry)
Project Manager: David Wilson, Transportation Department PH: (636) 327-3860 ext. 25324 davidwilson@wsdr4.org		WSD Transportation Facility ATTN: David Wilson 100 Logistics Center Drive Wentzville, MO 63385

SPEC-1 SCOPE

1. This document is a Formal Request for Bid (RFB) for soliciting qualified vendors to supply to the WSD Transportation Facility oil, lubricants, fluids and anti-freeze. Fluids consist of; Heavy Duty Motor Oil, Automatic Transmission Fluid, Synthetic Automatic Transmission Fluid, Multi-Purpose Gear Lubricant, Chassis Lubricant Grease, Universal Anti-Freeze, Summer Coolant, and Diesel Emissions Fluid, etc. Purchases of these products will begin July 2019 and continue until the end June of 2020. This is a Prime vendor bid.

SPEC-2 GENERAL SPECIFICATIONS

1. It is understood that the successful respondent agrees to deliver the products to the Wentzville R-IV School District Transportation Department, 100 Logistics Center Drive, Wentzville, MO 63385. Preferred acceptance hours for deliveries shall be between 6:00 a.m. and 4:00 p.m. Monday through Friday.
2. Prices bid must be the actual prices to the district throughout the contract period.
3. Deliveries shall be made within forty-eight (48) hours after receipt of an order.

OILS, LUBRICANTS, FLUIDS AND ANTI-FREEZE

1. MOTOR OIL, HEAVY DUTY 15w40 MULTI SERVICE
 - a. Estimated annual use - 2,000 gallons, delivered as required in 400 to 600 gallon loads.
 - b. Storage Capacity - One (1) 1,000 gallon above storage ground tank
 - c. Description – High performance diesel engine oil which shall be designed to meet or exceed API CJ-4. Miscellaneous - Bidder must supply brand and specification sheets on products.
2. AUTOMATIC TRANSMISSION FLUID
 - a. Estimated annual use – 110 gallons, delivered as required in 55 gallon drums
 - b. Description – Universal automatic transmission fluid which meets or exceeds the requirements of U.S. and import car, van and truck in severe duty service. Must meet or exceed approval for Allison C-4, GM Dexron 6, Ford Mercon 5 and exceed the JASO 1-A performance standard
 - c. Miscellaneous - Bidder must supply brand and specification sheets on products.
3. SYNTHETIC AUTOMATIC TRANSMISSION FLUID – ONLY BRANDS LISTED “NO ALTERNATIVES”
 - a. Estimated annual use – 500 gallons, delivered as required in 200-400 gallon loads
 - b. Storage capacity – One (1) 500 gallon above ground storage tank
 - c. Description – Synthetic automatic transmission fluid which meets or exceeds Allison TES-295 (AN-051005) specifications.
 - d. **Acceptable brands – No Alternatives:**
Castrol TranSynd, BP Aufran Syn295, Cognis Corp. Emgard 2805, Volvo Bulldog synthetic ATF, International Fleetrite synthetic ATF, John Deere HD SynTran, and Mobil Delvac synthetic ATF.
 - e. Miscellaneous - Bidder must supply brand and specification sheets on products.
4. MULTIPURPOSE 80W-90 GEAR LUBRICANT
 - a. Estimated annual use – 110 gallons, delivered in 55 gallon drums
 - b. Description – Multi-purpose extreme pressure lubricant for use in hypoid gear transmissions and differentials which meets or exceeds API GL-5 and MT-1 level performance
 - c. Miscellaneous - Bidder must supply brand and specification sheets on products.
5. CHASSIS LUBRICANT GREASE, NLGI GRADE 2 EXTREME PRESSURE
 - a. Estimated annual use – 400 pounds, delivered in 400 pound drums
 - b. Storage capacity – One 400 pound drum
 - c. Description – Heavy base oil lithium complex grease, extreme pressure which meets or exceeds NLGI Grade 2, EP 2 specifications. Product to contain oxidation, corrosion and anti-wear inhibitors. At minimum, the product shall comply with or exceed the following requirements: Timken ASTM D 2509 load test, minimum 45 lbs. Dropping point ASTM D 2265, minimum 500 degrees Fahrenheit. Water washout ASTM D 4049, <5% at 175 degrees Fahrenheit
 - d. Miscellaneous - Bidder must supply brand and specification sheets on products.
6. UNIVERSAL ANTI FREEZE AND SUMMER COOLANT
 - a. Estimated annual use – 500 gallons, delivered as required in 150 to 200 gallon loads.
 - b. Storage Capacity – One (1) 500 gallon above ground tank.
 - c. Description – Red/Orange extended life antifreeze/coolant, pre-mixed at a rate of 50/50 with water, compatible with the use of Supplemental Coolant Additives (SCA) for heavy duty diesel engine applications which meets or exceeds all SAE and ASTM standards for heavy truck applications including, but not limited to: SAE standards J 1034 and J 1941 and ASTM standards D 4656 ASTM D 5345, Cummins 85T8 and 90T8-4, Caterpillar EC-1, Detroit Diesel 7SE-298. Product should be free of nitrite, amine and borax
 - d. Miscellaneous - Bidder must supply brand and specification sheets on products.
7. DIESEL EMISSIONS FLUID (DEF)
 - a. Estimated annual use – 4,000 gallons, delivered as required in 300 gallon totes.
 - b. Storage Capacity – One (1) 300 gallon disposable tote, to be supplied by vendor with 110v dispensing pump, 25 foot hose and nozzle.
 - c. Description – Blend of 32.5% high purity urea solution and 67.5% deionized water. Must meet or exceed ISO 22241 and API certifications requirements. The product must be delivered no longer than 2 months past the date made.

- d. Miscellaneous - Bidder must supply brand and specification sheets on products.
8. WINDSHIELD WASHER FLUID
 - a. Estimated annual use – 600 gallons, delivered in 55 gallon drums
 - b. Description – Pre-mixed windshield washer solution with a minimum protection level of -40 degrees C.
 - c. Miscellaneous - Bidder must supply brand and specification sheets on products.

SPEC-4 BID FORM – Excel Spreadsheet (Separate Document)

- a. The Bid Form is an Excel Spreadsheet provided separately, not in this document.
- b. Fill in the spreadsheet in "Yellow Highlighted" areas only. Other cells contain formulas.
- c. Print a hard copy for the bid envelope.

SPEC-5 RFB DOCUMENTS TO BE UPLOADED THROUGH VENDOR REGISTRY

- | |
|--|
| <ul style="list-style-type: none">• RFB Authorization & Reference Form – SPEC 6• Bid Form – Excel Spreadsheet – SPEC 7• Signed Federal Work Authorization Program (E-VERIFY) – SPEC 8• Signed Federal Work Authorization Program Affidavit – SPEC 9 |
|--|

1. Bid Documents due May 29, 2019 at 9:00 AM CST – No late bids accepted.
2. Remember to "SAVE" and "NAME" your documents before they are uploaded through Vendor Registry
3. Check your documents to ensure they have been uploaded correctly.



SPEC-6 RFB Authorization & Reference Form (Upload to Vendor Registry)

Authorized Signature		Date
Printed Name		Title
Company Name		
Mailing Address		
City, State Zip		
Phone #:	Fax #:	E-Mail Address

List addendums (If Applicable):

Three School References (Name/Address/Phone) provide a minimum of three (3) references, preferably school districts, where similar services have been performed.

- 1.)
- 2.)
- 3.)

Does your company accept credit cards with no charge to the district?

SPEC-7 BID FORM – EXCEL SPREADSHEET – See separate Bid Spreadsheet – Upload completed spreadsheet through Vendor Registry.

SPEC-8

FEDERAL WORK AUTHORIZATION PROGRAM (E-VERIFY)

(To be uploaded through Vendor Registry)

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school District must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- a. Agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b. Agrees it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c. Agrees that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d. Agrees you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e. Agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) of your participation in E-Verify;
- f. Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g. Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (company name)

(To be uploaded through Vendor Registry)

1. I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:
2. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
3. I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.
4. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
5. Company does not knowingly employ any person who is an unauthorized alien in connection with the Services Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For _____ (company name)

Title: _____

Subscribed and sworn to before me on this _____ day of _____, 201____.

NOTARY PUBLIC

My commission expires: