

MARYSVILLE SCHOOL DISTRICT NO. 25
Purchasing Department

INVITATION TO BID FOR THE SUPPLY OF FUEL

No. 01-2018

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SECTION I**CALL FOR BIDS**

To Whom It May Concern:

Sealed bids will be received by the Marysville School District #25 up to, but not later than, October 31, 2018, 2:00 PM for the supply of fuel (gasoline and diesel) for the Marysville School District for the remainder of the 2018-2019 school year. This bid includes the option for the District to renew the contract in one-year increments through the 2022-2023 school year.

Obtain a complete bid packet (specifications, information, and documents) free-of-charge by visiting the District's website, in which the Respondent will have the ability to download and print the bid packet, or by emailing purchasing@msd25.org to request a complete copy of the bid packet.

All bids must be accompanied by a completed signed bid proposal Signature Page (Section IV) and Attachment A.

It is imperative that the submitted bids are carefully analyzed and include the required information. Bids received which are lacking pages, information, signatures, etc. may be immediately disqualified without opportunity for correction.

The Marysville School District reserves the right to reject any and all bids and to waive any irregularities or informalities. The right is reserved by the Marysville School District to postpone contract award for the period of thirty (30) days after the bid opening. No bidder may withdraw the bid after the hour set for the opening thereof, or before award of contract, unless said award is delayed for a period exceeding thirty (30) days.

I may be reached at (360) 965-0110 or gregg_kuehn@msd25.org for questions concerning this bid. If the District chooses to respond to questions posed by potential bidders, we will do so via written addendum. Information given verbally is not binding on the District.

Sincerely,

Gregg V Kuehn
Purchasing Manager

Published: Seattle Daily Journal of Commerce
Date: October 10, 2018
Date: October 17, 2018

INVITATION TO BID FOR FURNISHING UNLEADED GASOLINE and DIESEL FUEL**SECTION II****I FUEL BIDDING SPECIFICATIONS**

1. Unless earlier terminated as allowed in paragraph 28 of the General Terms and Conditions contained in these bid documents, the period of this Agreement shall continue in full force and effect from date of award through August 31, 2019, with the District having the option to renew annually for up to four (4) one-year periods or portions thereof.
2. Bids will be opened in public and read aloud at the due date and time. Only the School Board has authority to award the contract to the successful bidder. It is the intention of the District to award a contract for fuel to a single successful bidder based on the amount of bid margin over "rack price" fuel costs described in paragraph 9 of this Section by the Marysville School District Board of Directors on November 19 2018, for deliveries under the contract to commence in December 2018. When deciding whether to make an award, the District will consider whether bids received in response to this call for bids are less costly than pricing available to the District via WA State contract #00311
3. Awarded Vendor agrees to sell and the District agrees to buy on a non-exclusive basis from Vendor fuel under contract awarded which the District may use in the operation of vehicles and equipment owned and used by the District and any other consumer under a joint use/interlocal agreement. This contract will not prevent the District to purchase fuel, oils, lubrication and other related supplies from other sources.
4. Consumption figures provided by the District are for information only and intended to allow bidders to estimate the amount of fuel that may be purchased under this contract. No contract will be entered into with any firm to furnish specific quantities of fuel.
5. The successful bidder will be given purchase order(s) to cover purchases during the contract period. Orders will be placed, as needed, by a representative of the school district. Invoicing for each delivery will be made to the Marysville School District, Accounts Payable Department, 4220 80th ST NE, Marysville, Washington 98270
6. Vendor shall be responsible for delivery of the products bid upon except for cause beyond Vendor's control, as specified in paragraph 12 of the General Terms and Conditions of these bid documents.
7. In submitting this bid, the Vendor warrants to the District that it is qualified and possesses adequate facilities to supply the proper product in the requested amounts for the purposes needed over and above that necessary for the other business of the bidder and that proper contracts and agreements have been made for the product supply covered in this bid.

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8. Should the bidder fail to deliver the product within two (2) working days of date of order, unless otherwise agreed at the time of placing the order, the District, at its option, may cancel the unexpired portion of this contract, or the District, after giving the Vendor reasonable opportunities to perform, may choose to purchase fuel on the open market in such amount as the bidder shall fail to deliver. All costs and expenses in excess of the price established by the bid shall be borne and paid by said Vendor.
 9. The amount you are bidding (bid margin) is the difference between the then current Oil Price Information Service (OPIS) publication of the daily contract average "rack price" of fuel and your invoiced amount. The calculation solution to that equation is the selling price to the Marysville School District, exclusive of applicable taxes using the city referenced by you on page #7.
 10. The District shall be notified of any increase of invoiced prices based on increases in rack prices in excess of 10% to the attention of the Purchasing Manager no later than two (2) days prior to the effective date of increase, or as soon as possible after notification of price increase is received by Vendor.
 11. The procurement of fuels will be used as school buses, motor vehicles and Grounds Department fuel. The District is exempt from Federal motor vehicle tax but must pay State of Washington motor vehicle tax, unless otherwise determined exempt. Successful bidder will be required to collect from the District and submit to the State of Washington all State motor vehicle fuel taxes applicable at the time of delivery.
 12. The District intends to monitor future fuel prices. If at any time during the period of this contract it is found that the successful bidder is no longer competitive, the District reserves the right to cancel the contract by providing 20 days' notice to the Vendor. A new contract will then be solicited through a new bid process, selecting the lowest bid or other governmental contracts.
 13. SERVICE OR DROP FEES: Absent prior District approval based on the District's determination of exceptional circumstances, *optional* service and/or drop fees are fixed for the life of the contract at the price bid by the awarded Vendor on their price sheet submittal. If applicable, these fees (if any) will be added to each invoice (as a separate line item) whenever the tank is fueled. The fuel price coupled with the service fee is expected to cover all costs that are normally associated to fueling a tank and fulfillment of contract terms.
 14. MINIMUM ORDER quantities are not permitted.
 15. PAYMENT TERMS: Net 30. Payments are processed weekly, with the exception of possible holiday delays, etc.

16. FUEL INFORMATION:» **GASOLINE:**

- Regular Unleaded Gasoline (RON+MON/2); minimum 87 Octane rating. Preferably with 10% Ethanol.

» **DIESEL:**

- Ultra Low Sulfur Diesel Fuel #2 (ULSD) – CLEAR.
- Winter and Spring mix preferred

- Products under the contract shall be free of water or other impurities. Whether or not a place of inspection is specified herein, all materials shall be subject to inspection and tests at all times by the District.
- Fuel may include unbranded fuel.
- Biofuels (regular or diesel) are not permitted.
- All fuel supplied must meet or exceed the most current ASTM specifications relevant to the fuel type ordered.
- All bulk fuels supplied as a result of this invitation to bid shall meet or exceed all applicable State and Federal government standards and specifications for motor fuel including, but not limited to, the specifications listed on the invitation to bid pages.

17. DELIVERY INFORMATION:

- Delivery Address: Marysville School District #25, Transportation Department, 4302 134th St NE, Marysville, Washington 98271
- Hours: Normally Monday through Friday, 5:00AM to 4:00PM. Both regular and diesel can be combined on the same delivery.
- Delivery tickets must be signed by an authorized district representative.

18. TANK INFORMATION:

- Gasoline:
 - › Tank Size: 1 (one) 10,000 gallon. Underground. Approximate annual usage: 65,000 gallons
- Diesel:
 - › Tank Size: 2 (two) 10,000 gallon. Underground. Approximate annual usage: 150,000 gallons

19. ILLUSTRATIVE QUANTITIES: The following information is being provided solely as background information for Bidders.

- **The District's typical order quantity for each grade of fuel?**
 - 6,000 gallons' diesel, 4,000 gallons for unleaded gasoline
- **The District's average gallons per delivery for gasoline?**
 - 3,000
- **Truck & Trailer deliveries are acceptable.**
- **Winterization for diesel can be billed separately vs included in the bid margin**
- **Performance bond not required**
- **We want Regular Unleaded fuel with 10% Ethanol.**

20. ADDITIONAL PURCHASERS: Bidder agrees that this contract may be utilized by any of the following types of entities: municipalities and political subdivisions of the State of Washington (e.g. counties, cities, school districts, public utility districts); and bidder agrees that it will honor its bid margin pricing if any such entities choose to utilize this contract.

SECTION III

FUEL PRICING STRUCTURE AND CONTRACT RENEWAL INFORMATION

The undersigned, having become familiar with the terms and conditions of the bid and being aware of the bid documents, hereby proposes to furnish and deliver gasoline/diesel to the district Transportation Department, as described. The following prices to be effective on date of award, which will become the base price of the contract. Prices quoted will be exclusive of Federal and State taxes to ease the comparison of bids.

OPIS PRICING STRUCTURE

The bid margin shall include all freight costs, gross profit, and any and all other charges assessed, needed or required by the Company on customer purchases unless notes below.

The amount you are bidding (bid margin) is the difference between the then current OPIS Oil Price Information Service (OPIS) publication of the daily contract average "rack price" of fuel and your invoiced amount. The calculation solution to that equation is the selling price to the Marysville School District, exclusive of applicable taxes using the reference city noted below:

Anacortes, WA

Seattle, WA

Tacoma, WA

A. GASOLINE Unleaded (Regular) (RON+MON/2);

My bid calculation number of:

shall be:

Multiplied <input type="checkbox"/>	Added <input type="checkbox"/>	Subtracted <input type="checkbox"/>
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to the OPIS published rack pricing, exclusive of applicable taxes.

Brand (if any)

B. DIESEL FUEL Ultra Low Sulfur Diesel Fuel #2 (ULSD) - CLEAR

My bid calculation number of:

shall be:

Multiplied <input type="checkbox"/>	Added <input type="checkbox"/>	Subtracted <input type="checkbox"/>
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to the OPIS published rack pricing, exclusive of applicable taxes.

Brand

Calculation Number Examples:

	OPIS Rack Price:		Bid Amount:		Invoiced Amount *:
Multiplied:	\$2.10	X	<u>1.01</u>	= \$	<u>2.121</u>
Addition:	\$2.10	+	<u>0.011</u>	= \$	<u>2.111</u>
Subtraction:	\$2.10	-	<u>0.011</u>	= \$	<u>2.089</u>

(* "Invoiced Amount" above is for example only and any actual invoices would include any applicable and/or allowable taxes, and service/drop fees as expressly allowed in the contract.)

C) OPTIONAL FEES

The Vendor may charge a single service or drop fee fee (if any) for the service of both tanks, per Item #13 above.

Service or Drop Fee Amount:

\$

D) RENEWAL OPTIONS (AT SAME BID MARGIN AMOUNT AT TIME OF THIS BID)

Option to Renew for Contract Year September 1, 2019 through August 31, 2020 _____
Yes/No

Option to Renew for Contract Year September 1, 2020 through August 31, 2021 _____
Yes/No

Option to Renew for Contract Year September 1, 2021 through August 31, 2022 _____
Yes/No

Option to Renew for Contract Year September 1, 2022 through August 31, 2023 _____
Yes/No

SECTION IV

SIGNATURE PAGE AND ADDENDUM ACKNOWLEDGMENT

Completion of the following is required.

Provide the name and phone number of contact person who will manage the coordination between the school district and the fuel vendor:

CONTACT: _____

PHONE NO. _____ FAX NO. _____

Pursuant to and in compliance with Request for Bids – **Marysville School District Fuel Bid**, and other documents relating thereto, the undersigned hereby offers to furnish and deliver the enumerated services at the prices quoted herein.

COMPANY _____
(Legal name of person, firm, or corporation bidding)

AUTHORIZED SIGNATURE _____

PRINTED NAME AND TITLE _____

STREET ADDRESS _____

CITY/STATE/ZIP _____

TELEPHONE _____ FAX _____ DATE _____

ACKNOWLEDGEMENT OF ADDENDUM:

Receipt of Addenda numbered _____ through _____ is hereby acknowledged.
(If none, write "None")

ATTACHMENT "A"

**Certification Regarding Debarment, Suspension,
Proposed Debarment and Other Responsibility Matters**

*** The Following Must be Completed ***

_____ certifies that to the best of their knowledge/belief that neither _____ nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department.

"Principals", for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of subsidiary, division, or business segment, and similar positions).

_____ shall provide immediate written notice to Marysville School District if at any time during the term of this Agreement, including any renewals hereof, if such certification was erroneous when made or has become erroneous by reason of changed circumstances. Based on such notification, or if Marysville School District should determine at any time that this certification is false, Marysville School District reserves the right to review the status of the organization and if necessary, terminate this agreement.

Should our company enter into a covered transaction with another person at the next lower tier, we agree by signing this agreement that we will verify that the person with whom we intend to do business is not excluded or disqualified. We will do this by:

- (a) Checking the federal System for Award Management (www.sam.gov); or
- (b) Collecting a certification from that person if allowed by this rule; or
- (c) Adding a clause or condition to the covered transaction with that person.

We agree by signing this agreement that we shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Authorized Signature

Date

Printed Name

SECTION V

GENERAL TERMS AND CONDITIONS

1. GENERAL INSTRUCTIONS TO BIDDERS

The following information, requirements, instructions and notices are the Marysville School District's ("District") general instructions to all bidders. The terms "Bidder", "Proposer", "Vendor" and "Company" as well as "bid" and "proposal" are used throughout this document to refer to the vendor and their responsive submission. Bidders shall submit their proposals by entering the information requested in the spaces provided following each item. Bidders are requested to complete each section clearly in pen or typewriter with black or blue printing.

2. APPLICABLE LAW

This and related transactions shall be governed by the laws of Washington State. This proposal shall abide by the Marysville School District policies and the State of Washington laws, rules and codes including, but not limited to Policies 7321 and 7324 and RCW 28A.335.190, 42.23.030, 42.23.040 and 43.19.1911. the venue for disputes shall lie in Snohomish County, Washington.

3. ASSIGNMENT OF CONTRACT

The Bidder shall not assign this contract nor any part thereof, nor any monies due or to become due hereunder, without the prior written approval of the District.

4. BID PROTESTS

- A. Form of Protest: In order to be considered, a Protest shall be in writing, addressed to the Executive Director of Finance and Operations (Executive Director), and include:
1. The name, address, and phone number of the Bidder or Proposer protesting, or the authorized representative of the Bidder or Proposer;
 2. The Invitation for Bid (IFB) or Request for Proposals (RFP) Number and Title under which the Protest is submitted;
 3. A detailed description of the specific grounds for protest and any supporting documentation. It is the responsibility of the Protesting Bidder/Proposer to supplement its Protest with

any subsequently discovered documents prior to the District's decision;

4. The specific ruling or relief requested; and

Evidence that all persons with a financial interest in the procurement have been given notice of the protest or if such persons are unknown, a statement to that effect.

B. Who May Protest:

1. Protests based on specifications: Any prospective Bidder/Proposer.
2. Protests following Bid submittal: Any Bidder or Proposer submitting a response to an IFB or RFP showing a substantial financial interest in the solicitation or award of any Contract.

- C. Time to Protest: Protests based on specifications or other terms in the IFB or RFP documents which are apparent on the face of said documents must be received by the District no later than two (2) calendar days prior to the date established for submittal of Bids/Proposals. The District must receive protests based on other circumstances within three (3) calendar days after the protesting Bidder/Proposer knows or should have known of the facts and circumstances upon which the Protest is based. In no event shall a Protest be considered if all bids are rejected or after award of the Contract.

- D. Determination of Protest: Upon receipt of a timely written Protest, the Director shall investigate the Protest and shall respond in writing to the Protest prior to the award of contract. The decision of the Director shall be final.

- E. Failure to Comply: Failure to comply with the procedures set forth herein may render a Protest untimely or inadequate and may result in rejection thereof by the District.

5. BONDS

The District reserves the right to require the successful Vendor(s) to furnish a performance bond before entering into a formal contract agreement for these services; the Vendor shall bear the cost for the bond.

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations at Title 2 Code of Federal Regulations Part 180 for all lower tier transactions.

The prospective lower tier participant certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The prospective lower tier participant shall provide immediate written notice to the **Marysville School District, Purchasing Department** if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Should the prospective lower tier participant enter into a **covered transaction** with another person at the next lower tier, the prospective lower tier participant agrees by signing this agreement that it will verify that the person with whom it intends to do business is not excluded or disqualified. The prospective lower tier participant will do this by:

- a. Checking the federal excluded parties list (www.sam.gov); or
- b. Collecting a certification from that person; or
- c. Adding a clause or condition to the **covered transaction** with that person.

The prospective lower tier participant agrees by signing this agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal

Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

7. CERTIFICATION REGARDING LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a Federal contract, grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants and contracts under grants and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

By signing as the duly authorized representative of the applicant, you hereby certify that the applicant will comply with the above certification.

8. COVENANTS AGAINST GRATUITIES

- A. By signing this proposal, bidder certifies that they have not, either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding. If the District determines that collusion has occurred among bidders, none of the proposals from the participants of such collusion shall be considered. The District's determination shall be final.

- B. The Bidder warrants by signing hereon that no gratuities (in the form of entertainment, gifts, or otherwise) were or will be offered or given by the Bidder or any agent or representative of the Bidder, to any Board member, officer, employee or student of the District with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, the District shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which Bidder agreed to supply, shall be borne and paid for by the Bidder.
- C. The rights and remedies of the District provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

9. CRIMES AGAINST CHILDREN

The Vendor shall prohibit any employee of the Vendor, including subcontractors, from working at a District property who has contact with children at said property during the course of his or her employment and who has plead guilty to or been convicted of any felony crime involving the physical neglect of a child under RCW 9A.42, the physical injury or death of a child under RCW 9A.32 or 9A.367 (except motor vehicle violations under RCW 46.61), sexual exploitation of a minor under RCW 9.68, several offenses under RCW 9A.44 where a minor is the victim, promoting prostitution of a minor under RCW 9A.88, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure to comply with this section shall be grounds for the School District to immediately terminate the contract.

10. DISQUALIFICATION OF BIDDERS

The District in its discretion, may determine that a bidder is not responsible and reject its proposal for any of the following reasons:

- A. More than one proposal on the same project from a bidder under the same or different names.
- B. Evidence of collusion with any other bidder or bidders. Participants in such collusion shall be disqualified from submitting any further bids.
- C. If a bidder is not qualified to perform the contract.
- D. Unsatisfactory performance record, judged from the standpoint of conduct of service, or progress, as shown by past or current service for the District.

- E. Failure to pay or settle bills on any former or current contracts.
- F. If the bidder has previously defaulted in the performance of a written public contract, or has been convicted of a crime arising from a previous public contract.
- G. Any other inability, financial or otherwise, to perform the contract.
- H. For any other reasons deemed proper as determined from a pre-award survey of bidder's capability to perform.
- I. Any proposal Submitted by a Bidder who is not registered or licensed as may be required by the laws of the state of Washington.

11. EXAMINATION OF INSTRUCTIONS, CONDITIONS, AND/OR SPECIFICATIONS

Bidders shall thoroughly examine and be familiar with all instructions, conditions, and/or specifications. The failure of a bidder to receive or examine any form, instruments, addendum or other document or to visit the site when required in order to acquaint the bidder with existing conditions, shall in no way relieve the bidder from obligations concerning the bid or the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section

12. FORCE MAJEURE

The term force majeure is defined as acts of nature, acts of civil or military authorities, fire, accidents, and shutdowns for purpose of emergency repairs, industrial, civil or public disturbances which cause the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure or any event cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Vendor ceases to be excused pursuant to this provision, then the District shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default. Whenever a force majeure event causes the Vendor to allocate limited resources between or among the Vendor's customers, the District shall receive no less priority in respect to such allocation than any of the Vendor's other customers.

13. IMPLIED WARRANTIES PRESERVED

The District will not accept any exclusion or modification of the implied warranties of

merchantability or fitness for particular purpose by the Vendor.

All merchandise delivered is subject to inspection and acceptance or rejection to the satisfaction of the District. The bidder shall also assume all responsibility in making any necessary adjustments with freight companies or replacing any materials damaged in transit, to the satisfaction of the District.

14. **INDEMNIFICATION**

To the maximum extent permitted by law, the Vendor shall defend, indemnify, hold and save harmless the District, their agents, representatives and employees ("Indemnitees") from all loss, damage, liability, claims, allegations or expenses (including attorney fees and all expenses of litigation), resulting from any actual or alleged injury or death of any person, or from any actual or alleged loss of or damage to any real or personal property, caused by or resulting from any act or omission relating to or arising from Vendor's discharge of its contained in this contract regardless of whether such conditions result from negligence of the District. This agreement to defend, indemnify and hold harmless shall be triggered upon the assertion of any claim against any Indemnitee within the scope of the Vendor's said defense, indemnification and hold harmless obligations. The Vendor shall pay attorney fees and litigation expenses incurred by any Indemnitee in successfully enforcing the obligation of this Paragraph.

The Vendor further agrees that its defense, indemnity and hold harmless obligations shall apply to claims made by its own employees against an Indemnitee, but in that instance only to the extent of the Vendor's own negligence or fault in whole or part causing the claimant's damages. To that extent, the Vendor therefore knowingly and expressly waives any immunity that it otherwise might have been entitled to invoke under Title 51 RCW.

15. **INSURANCE COVERAGE**

The vendor shall, at its sole expense, purchase and maintain the insurance so indicated below, and a Certificate of Insurance shall be provided to Marysville School District prior to starting services. Such insurance shall not be canceled or reduced until 30 days prior written notice has been given to Shoreline School District:

- Commercial General Liability with a minimum limit of \$1,000,000 per occurrence bodily injury, personal injury and property damage combined, including

premises and operations liability, contractual liability, personal injury liability.

- Automobile Liability with a minimum limit of \$1,000,000 per occurrence
 - Workers Compensation (L&I) or confirm that Vendor lawfully waives coverage under Workers Compensation and Unemployment Compensation laws.
- Additional Insured: Include Marysville School District its' officials, employees and agents as additional insurers.

16. **INTERPRETATION OF DOCUMENTS**

If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of the proposal request, or finds discrepancies in, or omissions from the specifications, they may submit to the District a written request for an interpretation or correction thereof. The Bidder submitting the request will be responsible for its prompt delivery and **it must be received by the Purchasing Department not later than seven (7) calendar days before the date specified for receipt of bids.** Request for interpretation of specifications must be hand delivered, mailed, or faxed to the Purchasing Department, attention Gregg Kuehn, at 360-965-0106. Email inquiries are also acceptable to: gregg_kuehn@msd.25.org. Any interpretation or correction of the proposal documents will be made only by written addendum duly issued and a copy of such addendum will be mailed, emailed, faxed, or delivered to each person receiving a set of such proposal documents. All such addenda shall become part of the proposal documents. No oral interpretation of any provision in the proposal documents will be binding on the District.

17. **LATE BIDS**

It is the sole responsibility of the bidder to see that the bid is received by the designated date and time. Any bid received after the time set for the submission of bids will be returned unopened. The clock located in the Marysville School District's Superintendent's Office will be the official time used.

18. **LIQUIDATED DAMAGES**

Liquidated damages in this solicitation are defined as the cost to procure locally, or on the open market, the replacement on any rejected or undelivered contract items. The Vendor covenants and agrees that in the event suit is instituted by the purchaser for any non-performance, breach or default on the part of the Vendor, and the Vendor is adjudged by a court of competent jurisdiction, the Vendor shall pay purchaser

all costs, expense expended or incurred by the purchaser in connection therewith, and reasonable attorney's fees. In addition, the Vendor agrees to replace or repair (at the option of the District) any and all District owned property damaged or destroyed resulting from the negligence of Vendor.

19. MODIFICATIONS

Bidder-initiated changes in or additions to the bid invitation, recapitulations of the work bid upon, or alternate proposals or any other modifications of the invitation, which are not specifically allowed in the contract documents, may result in the District's rejection of the bid as being non-responsive to the invitation. The Bid Document shall not be altered. A Bidder submitting a deviation shall do so by way of an addendum.

No oral telephone modifications of any bid submitted will be considered.

20. NON-DISCRIMINATION

The District is an equal opportunity employer. The bidder understands and agrees that its compliance with applicable Federal and State non-discrimination laws is a condition precedent to its right to bid and that violation of said laws may result in rejection of the bid or subsequent cancellation of the resulting contract.

21. "OR EQUAL" CLAUSE

Whenever an item is specified by giving the manufacturer's name, brand or number, unless followed by the words "no substitutes", it is understood that the words "or approved equal" follow. The District reserves the right to determine whether "or equal" standards are met.

22. PATENTS AND ROYALTIES

The Vendor is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any intellectual property that may be sued in performing this Contract.

23. POINT OF CONTACT

Gregg Kuehn, Purchasing Manager
Marysville School District #25
4220 80th St NE, Marysville, WA 98270
Phone: (360)965-0110
Email: Gregg_kuehn@msd25.org

24. PROPOSAL SUBMITTAL PROCEDURE

Proposals must be delivered and received by the specified date and time at the following address:

Marysville School District
Service Center
Purchasing Office
4220 80th ST NE
Marysville, WA 98270

Electronic, emailed or faxed submissions will not be considered.

25. RELATIONSHIP WITH THE DISTRICT

By the act of submitting a bid, the bidder agree the prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

In preparing your bid, you have not been assisted or coerced by any current or former employee of the District whose duties relate (or did relate) to the District solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family has any financial interest in the outcome of this procurement. In addition, you agree to abide by the District Policy 7324 on Relations with Vendors and the Public.

26. SAFETY CONDITIONS

All items furnished must satisfy all applicable requirements of the Occupational Safety and Health Act and/or Washington Industrial Safety and Health Act and other applicable codes, regulations, ordinances and laws in effect at the time of delivery.

27. TAXES

State and Local Sales Taxes shall not be included in any item of this bid. However, the District shall pay applicable taxes to the Bidder and the Bidder shall make appropriate tax payments as provided by statute.

28. INITIAL TERM, EXTENSIONS, AND TERMINATION FOR CONVENIENCE BY DISTRICT

Unless earlier terminated as allowed in this paragraph of the bid documents, the initial term of this contract is November 1, 2018 to August 31, 2019 or as so noted on the District's "Notice of Award" letter with the option to renew for additional year(s) or portions thereof. Extensions for each additional one year term shall be offered at the sole discretion of the District and are subject to written mutual agreement. The total contract term, including the initial term and all subsequent renewals and extensions, shall not exceed 5 years unless an emergency exists and/or special circumstances require a partial term extension.

The District may at any point during the awarded contract cancel any outstanding term remaining for any reason. The District will provide 30 days advance written notice in the event this occurs. In the event of termination, the District is only liable for payment in accordance with the payment provisions of this agreement rendered before the effective date of the termination.

29. TERMINATION FOR DEFAULT

If Vendor violates any material term or condition of this contract, as applicable, or fails to fulfill in a timely and proper manner its material obligations under this contract, as applicable, then the District shall give Vendor written notice of such failure or violation, and the failure or violation shall be corrected by Vendor within thirty (30) calendar days or as otherwise agreed. If such breach is not capable of cure within thirty (30) days, Vendor must commence cure within such thirty (30) day period and diligently pursue completion of such cure. If Vendor's failure or violation is not so corrected, this contract may be terminated immediately by written notice from the District to Vendor.

30. MARGIN PRICE BID

It is understood that all quantities that are provided in these bid documents are for information only and if the actual quantities purchased by the District differ from the quantities stated in these documents, payments will be made on actual quantities purchased by the District. The undersigned bidder shall make no claims for anticipated profits or additional compensation for any variation in the quantities. It is expressly understood and agreed that the District may purchase any amount of fuel from the bidder based on the bid margin price.

The District reserves the right to split awards by item in securing the best advantage for the District, providing quality of product is maintained.

Unless the District specifies otherwise, the bid margin price shall include the bidder's total charges for supplying all products and/or services, including transportation charges at any location within District boundaries. The District will specify exact locations when the bid is awarded and products and/or services are ordered.

31. VENDOR SELECTION CRITERIA / BID AWARD

Quality of product, attentive service, reputation of the vendor, as well as price is considered in the District's selection process. These criteria will also be factors when deciding whether to take advantage of renewal options. In determining the responsibility of the Bidder, RCW 43.19.1911 states, "in addition to the price, the following elements shall be given consideration:

- The ability, capacity and skill of the Bidder to perform the contract or provide the service required;
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- Whether the Bidder can perform the contract within the time specified;
- The quality of performance of previous contracts or services;
- The previous and existing compliance by the Bidder with laws relating to the contract or services;
- Lowest life cost cycling
- Such other information as may be secured having a bearing on the decision to award the contract."

Failure of a Bidder to be deemed responsible or responsive may result in the rejection of a bid. The District reserves the right to reject any or all bids, or any items thereof, and to waive minor bidding informalities or irregularities.

It is understood and agreed that this bid may not be withdrawn after the date set for the opening of proposal, nor may the bidder refuse to accept any contract proffered based on the proposal for the period of sixty (60) days from date of bid. Bidders shall honor all quoted prices and will not be permitted to withdraw any/all prices after the bids are opened.

A written award or notice to proceed, if any, will be mailed or otherwise furnished to the selected vendor. A fully executed bid, signed by all parties shall serve as the binding contract. The District will sign no other contract.

The District reserves the right to award the bid in total to a single vendor or split the award to more than one vendor.

The District will also consider the Washington State contract (#00311) for award.

32. WITHDRAWAL OF BIDS

Any bidder may withdraw its bid by written request, at any time prior to the scheduled closing time for receipt of bids.