

**FORM OF PROPOSAL**

Des Moines Public Schools  
 Division of Purchasing  
 1915 Prospect Road  
 Suite 1200  
 Des Moines, IA 50310  
 Phone (515)242-7751  
 Fax (515)242-7550

No: Q7297  
 Date Issued: 10/16/15  
 Date Due: 10/30/15  
 Time: 3:00 p.m.

SEALED BIDS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED WILL BE RECEIVED AT THE ABOVE OFFICE UNTIL, BUT NOT LATER THAN, THE DATE AND TIME ABOVE STATED AND THEN PUBLICLY OPENED FOR FURNISHING THE FOLLOWING SUPPLIES, EQUIPMENT AND/OR SERVICE F.O.B. DESTINATION Mark Mattiussi, Purchasing Agent

RADIATORS FOR SCHOOL BUSES AS PER ATTACHED  
 SPECIFICATIONS AND GENERAL TERMS AND CONDITIONS

PRICE TO INCLUDE DELIVERY TO:  
 DES MOINES PUBLIC SCHOOLS/ DEPARTMENT OF TRANSPORTATION  
 1915 PROSPECT ROAD  
 DES MOINES, IOWA 50310

**FIRST EXTENSION****Period of Contract**

This contract is for the period July 1, 2016 through June 30, 2017. The District reserves the option to renew the contract with the successful bidder for up to four additional years. The amount of the contract for the second through the fifth year shall be negotiated at the close of each preceding year. The renewal option may not be exercised if it is not in the District's best interest

The undersigned bidder certifies, by responding to this proposal, 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, State or Local department or agency. Further, it is the policy of the Des Moines Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socioeconomic status (for programs) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. If you believe you have been discriminated against or treated unjustly, please contact the Equity Coordinator, Isaiah McGee at 2323 Grand Avenue, Des Moines, IA 50312, 515-242-7662 [Isaiah.mcgee@dmschools.org](mailto:Isaiah.mcgee@dmschools.org) Section 504 34 CFR 104.8, Title IX 34 CFR 106.9, OCR Guidelines IV.O and V.C. Also the District plans to pay Seller using a procurement or virtual credit card, or may make payments by electronic funds transfer and recommends that Contractors accept one of these forms of payment. Finally by signing this document the Seller and their agent(s) have read, understand and will comply with the District's Acknowledgement & Certification requirements as detailed below. Delivery shall be made between the hours of 8:00 a.m. and 3:30 p.m. at \_\_\_\_\_

Company Name: American Radiator Street Address: 1616 NE Broadway Ave  
 Representative Name: Scot Johnson City: Des Moines State: IA Zip: 50313  
 (Sign)  
 Representative Title: General Manager Phone: 515-265-8818 Fax: \_\_\_\_\_

SUBJECT TO THE TERMS AND CONDITIONS @ <http://www.dmschools.org/wp-content/uploads/2014/11/General-Terms-n-Conditions-New.pdf> THIS FORM AND EACH ADDITIONAL FORM OF PROPOSAL, IF ANY, MUST BE SIGNED.



## RADIATORS FOR THOMAS C-2 SCHOOL BUS – Q7297

First Extension FY 2016-2017

All radiators shall be furnished in quantities as requested by the transportation department during the course of the contract period. The radiators are to be delivered in the vendor's truck to the Transportation Department, 1915 Prospect Road, Des Moines, Iowa 50310. Transport, handling and delivery must be in accordance with all local, state and federal regulations by strictly adhering to recommended occupational controls procedures to avoid any potential adverse effects. Maximum delivery time shall not exceed one (1) business day or twenty four (24) hours if ordered before noon. Failure to make proper or timely delivery will be a cause for the District to cancel the award and rebid.

All radiators must be new parts to original equipment specifications. All radiators must come with a written warranty.

The original contract will run from November 1, 2015 to June 30, 2016 with the option of renewing the contract for four (4) one year extensions. This contract will be for July 1, 2016 through June 30, 2017.

For fiscal year 2014-15 approximately \$20,000 was spent on bus radiators. No guarantee of either minimum or maximum quantities can be given, as orders will be placed on an as needed basis and as funds allow.

Specification - Freightliner VAB/1003748

Make Bid	<u>Freightliner</u>
Model Bid	<u>Thomas Bus</u>
Price per Each	<u>\$ 474.49</u>
Lead Time	<u>Same Day Delivery</u>
Warranty	<u>2-yr, unlimited milenge</u>



#### Acknowledgment & Certification

American Raditor ("Company") is providing services to the Des Moines Independent Community School District ("District") as a contractor, vendor, supplier, provider or sub-provider and/or is operating or managing the operations of a contractor, vendor, supplier or provider. The services provided by the Company may involve the presence of the Company's employees upon the real property of the District.

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

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

The Company further certifies that the Company has completed a satisfactory background check on the Company's employees. The Company hereby agrees to provide the District with the Company's background screening procedures including specific context and infractions that are reviewed by the Company. The District reserves the right to, but does not have the obligation to, conduct a District background check on Company employees as determined by the District in its sole discretion. The District reserves the right to restrict access of any Company employee upon the real property of the District if such employee does not clear the District's background check.

The District reserves the right, but does not have the obligation to, to audit the Company's background screening program at any time, whether announced or unannounced. The Company hereby agrees that the Company shall, upon request, permit an authorized District representative to review background screening records, including those of individual Company employees, in order to conduct a compliance review, audit or investigation, to the fullest extent permitted by law.

The Company shall ensure that the provisions of this Acknowledgement and Certification are extended to any and all subcontractors, consultants, or others the Company may engage if such engagement involves their presence upon the real property of the District.

The Company understands and agrees that violation of any of the provisions of this Acknowledgement and Certification shall constitute sufficient grounds for termination of any contract or subcontract without damages or penalty to the District.

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

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.



Des Moines Independent Community School District  
Division of Purchasing  
1915 Prospect Road  
Suite 1200  
Des Moines, Iowa 50310  
Phone (515)242-7751  
Fax (515)242-7550

March 1, 2016

American Radiator  
1616 NE Broadway  
Des Moines, IA 50313  
Mr. Larry Hamblin

RE: Bid #: Q7297 Radiators for School Buses – First Extension

Mr. Hamblin:

The Des Moines Public Schools is seeking to exercise its renewal option for the above mentioned bid. This will be the **first extension** of this option, with the contract period beginning July 1, 2016 and ending on June 30, 2017. Enclosed is a copy of the District's Form of Proposal, detailing the items which were on this bid, as well as the, general terms and conditions associated with this bid.

We ask all suppliers to review their pricing structures prior to submitting renewal proposals. The District will again consider any program that may reduce its costs through process improvement, ordering methodology, patterns, etc. Conversely, any planned increase may require the District to employ its option to place the product category out for bid solicitation.

The District appreciates your past service. We look forward to continuing our business relationship with you in the months and years to come. Please complete and sign the attached document, and return the signed Proposal for 2016-2017 no later than April 3, 2016 to:

Des Moines Public Schools – Purchasing Department  
1200 Prospect Road Suite 1200  
Des Moines, IA. 50310

Sincerely

Purchasing Agent  
Des Moines Public Schools

**Non – Discrimination Policy:**

*It is the policy of the Des Moines Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socioeconomic status (for programs) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. If you believe you have been discriminated against or treated unjustly, please contact the Equity Coordinator, Isaiah McGee at 2323 Grand Avenue, Des Moines, IA 50312, 515-242-7662 [Isaiah.mcgee@dmschools.org](mailto:Isaiah.mcgee@dmschools.org) Section 504 34 CFR 104.8, Title IX 34 CFR 106.9, OCR Guidelines IV.O and V.C*

**Debarment Policy:**

*The District is prohibited from entering into a contract where an organization or, its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Local department or agency.*

**Payment Policy:**

*The District plans to pay Awardee (s) using a procurement or virtual credit card, or may make payments by electronic funds transfer and recommends that Contractors accept one of these forms of payment*

**Acknowledgement & Certification:**

*Awardee(s) must agree to complete and sign the Acknowledgement & Certification regarding their staff's ability to be in contact with the student population.*