



**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**

Kathleen Stahl Travel Services  
529 36<sup>th</sup> Street  
Des Moines, Iowa 50310  
Attn: Becky Frost / Operations Manager

February 22, 2016

Re: RFP6981 Travel Management Services – Second Extension FY 2016-2017

Ms. Frost:

The Des Moines Public Schools is seeking to exercise its renewal option for the above mentioned bid. This will be the **second 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

*Mark Mattiussi*

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 Provider (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:**

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

**RFP6981 TRAVEL SERVICE - SECOND EXTENSION FY 2016-2017**

*The renewal shall clearly state all of the costs associated with the service requested. No other costs will be accepted:*

Transactional Fee Schedule for the following services:	2015-16	2016-17
Domestic Airline Ticket	\$ 25.00	\$ 25
International Airline Ticket	\$ 25.00	\$ 25
Hotel Booking	\$ ** see below	**see below
Airline Ticket Refund/credit	\$ 0.0	\$ 0
Airline Ticket Exchange	\$ 25.00	\$ 25
Airline Ticket Void	\$ 25.00	\$ 25
Airline Name Change	\$ **see below	**see below
Optional Insurance Purchase	\$ per policy cost	\$ per policy cost
Paper Tickets	\$ N/A	n/a
24/7 Service Assistance	\$ 25.00	\$ 25
Ground Transportation	\$ 20.00	\$ 20
Implementation Fees	\$ 0.00	\$ 0
Report Fees	\$ See Below	\$ see below
Traveler Profile Fees	\$0.0	\$ 0

\*\*Hotel Booking: \$20 per 4 rooms at same hotel for same dates. \$50 per 5-10 rooms for same Hotel and same dates

\*\* Airline name changes are based on fare rules and normally will not apply on discounted tickets.

\*\* Charges do not currently apply for credit card reconciliations.

\*\* A \$25 research fee may apply for traveler or historical travel reporting.

Company Name: Kathleen Stahl Travel Services

Street Address 529 36<sup>th</sup> Street

City / State/ Zip Des Moines, IA 50312

Contact Phone Number 515-271-8091

Contact Fax Number 515-271-8095

Contact Email Address becky@stahltravel.com

Authorized Representative Signature \_\_\_\_\_

Representative Name (print) Becky Frost

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 and Non-Disclosure requirements as detailed below.

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.



### Acknowledgment & Certification

Kathleen Stahl Travel Services ("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.



### Confidentiality & Non-Disclosure Agreement

The party identified above as Provider ("Provider") anticipates having dealings from time to time with Des Moines Independent Community School District., and/or one or more of the affiliates of Des Moines Independent Community School District. (Individually and collectively referred to herein as "Customer") In the course of such dealings, Provider may receive or have access to certain information concerning Customer or third parties to whom Customer has an obligation of confidentiality. In consideration of the business dealings of the parties, Provider agrees to the terms of this Confidentiality and Nondisclosure Agreement ("Agreement").

1. **Confidentiality.** For purposes of this Agreement, Customer's "Confidential Information" consists of: (a) all non-public information (including but not limited to trade secrets, proprietary information, and information about products, business methods and business plans) relating to Customer's business (or to the business of Customer's licensors, suppliers or other trading partners) that is either marked or otherwise identified as confidential or proprietary, or that a reasonable person would understand to be considered confidential by Customer (even if not so marked or identified); and (b) all information that Customer is obligated by law to treat as confidential for the benefit of third parties, including but not limited to personal, financial, and/or health information about individuals who have applied for or purchased financial products or services from Customer. Provider acknowledges that, in connection with the performance of this Agreement or otherwise in the course of its dealings with Customer, Provider may receive Confidential Information from Customer or may otherwise have access to or learn of Customer's Confidential Information. In the absence of Customer's prior written consent to a specific disclosure or use, Provider will not disclose to any third party any of Customer's Confidential Information, either orally or in writing, and will not appropriate any of Customer's Confidential Information to Provider's own use or to the use of any third party. Confidential Information that is provided by Customer to Provider will be used by Provider and its agents only for the purpose for which it was provided, and access to such information will be restricted to individuals who require the information (or access to the information) to further that purpose. Without limiting any of the foregoing, Provider will take at least such precautions to protect Customer's Confidential Information as Provider takes to protect its own confidential information, and in any event will take all precautions that are reasonably necessary to protect the security of Customer's Confidential Information. Upon Customer's request, Provider will return or destroy, as specified by Customer, all tangible items containing any of Customer's Confidential Information, including all copies, abstractions and compilations thereof, without retaining any copies of the items required to be returned or destroyed. With respect to an electronic or computer copies or records of or relating to the same, without limiting the foregoing, upon request for destruction by the Provider, the Provider shall immediately shred, permanently delete or otherwise irretrievably destroy and render unreadable all such copies or records from all computers, laptops, servers, back-up systems, storage devices and media owned by, or operated by or for the Provider.
2. **Notification obligation.** Upon learning of any unauthorized disclosure or use of Customer's Confidential Information, Provider will notify Customer promptly and cooperate fully with Customer to protect Customer's Confidential Information.
3. **Disclosure required by law.** If Provider believes it is required by law or by a subpoena or court order to disclose any of Customer's Confidential Information, then prior to any disclosure Provider will promptly notify Customer in writing, attaching a copy of the subpoena, court order or other demand, and Provider will make all reasonable efforts to allow Customer an opportunity to seek a protective order or other judicial relief.

4. **Non-restricted information.** Except as stated in the final sentence of this paragraph, nothing in this Agreement will be construed to restrict disclosure or use of information that: (a) was in the possession of or rightfully known by Provider, without an obligation to maintain its confidentiality, prior to receipt from Customer; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Provider in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Provider without the participation of individuals who have had access to Customer's Confidential Information. Provider acknowledges that certain laws governing information about individuals are more restrictive than the foregoing statements, and Provider agrees to comply in all respects with such laws.
5. **Duration of obligations.** The obligations imposed by this Agreement will survive termination of an existing business relationship between Provider and Customer, or completion of the exploration of a potential business relationship between the parties, as applicable, and will remain in effect with respect to each item of Confidential Information until that information becomes unprotected under the terms of the paragraph above titled "Non-restricted information". However, if applicable law sets a maximum period for the duration of obligations of nondisclosure and non-appropriation of confidential information, the obligations imposed by this Agreement with respect to each item of Confidential Information (other than trade secrets and other than information about individuals that is protected by law) will remain in effect only until such period expires.
6. **Additional limitation.** If Provider is directed in writing by Customer to discuss the work described and the business dealings associated with that work only with specifically named employee(s) of Customer, then Provider agrees not to disclose any information relating to that work to any other employee of Customer.
7. **Non-waiver.** No term or provision of this Agreement will be deemed waived and no breach will be deemed excused unless such waiver or consent will be in writing and signed by Customer. No consent by Customer to, or waiver of, a breach by Provider will constitute consent to, waiver of, or excuse for any different or subsequent breach.
8. **Partial invalidity.** If any provision of this Agreement is held to be unenforceable, the remaining provisions will continue in full force and effect. In addition, the parties or the court will modify any unenforceable provision so as to make it enforceable under applicable law, while keeping the modified provision as consistent as possible with the original intent of the parties.
9. **Headings.** The paragraph headings in this Agreement are for reference purposes only and will not be deemed a part of this Agreement.
10. **No assignment.** Rights and obligations under this Agreement are personal, and may not be assigned or delegated by either party.
11. **Governing law.** This Agreement will be governed by the laws of the state of Iowa, without reference to conflict of law principles.
12. **Consents, permissions and approvals.** If a provision of this Agreement requires Provider to obtain Customer's written consent, permission or approval (or similar indication of agreement) with respect to a specified matter, such consent, permission or approval (or similar indication of agreement) will, unless otherwise expressly stated in the applicable provision of this Agreement, be valid if and only if it is given in an email message sent by, or on a paper document manually signed in ink by, an authorized representative of Customer. Notwithstanding the foregoing: (a) if Customer's authorized representative faxes such a manually-signed paper document to the other party, the faxed copy of the manually-signed paper document will be valid to the same extent as the original; and (b) in no event may any provision of this Agreement be changed via email or by any document which is signed by only one party.
13. **Notices.** All notices required by this Agreement will be delivered by hand or overnight courier to Des Moines Public Schools, 1915 Prospect Road Suite 1200, Des Moines, IA, 50310.