

**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: Q7206

Date Issued: 3/25/15

Date Due: 4/8/15

Time: 3:00 p.m.

'16 APR 1 PM2:59

RENEWALS 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

Item No.	Quantity	UOM	Description	Unit Price	Amount
			<b>CARPET INSTALLATION SERVICES FY 2015-16</b>		
			District to supply carpet – 6' wide material, 18" x 18" or 24" x 24" squares		
			Cost for installation 6' roll goods	\$ 4.45	\$
			FY16 \$ 4.45/ square yard	per sq. yard	
			Cost for installation 18" x 18" squares	\$ 3.45	\$
			FY16 \$ 3.45 / square yard	per sq. yard	
			Cost for installation 24" x 24" squares	\$ 3.45	\$
			FY16 \$ 3.45 / square yard	per sq. yard	
			Night differential	\$ 1.20	\$
			FY 16 \$ 1.20 / square yard	per sq. yard	

Contractor to supply all labor, materials and equipment necessary in accordance with the enclosed specifications and General Terms and Conditions. Estimated yards: 3,000 (May be more or less based on actual need)

**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 Contractor for up to four additional years. 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, Isalah McGee at 2323 Grand Avenue, Des Moines, IA 50312, 515-242-7662 [isalah.mcgee@dmschools.org](mailto:isalah.mcgee@dmschools.org). Section 504 34 CFR 104.8, Title IX 34 CFR 106.9, OCR Guidelines IV.D 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. to various sites

Contractor INGAMELLS COMMERCIAL Flooring Street Address 2900 JUSTIN DR. Suite E  
 By [Signature] City URBANOATE State IA Zip 50322  
 (Signed) PAUL C INGAMELLS  
 Title President Phone 515-251-7780 Fax 515-251-7788

SUBJECT TO THE TERMS AND CONDITIONS <http://www.dmschools.org/wp-content/uploads/2015/08/General-Terms-n-Conditions-New.pdf> . THIS FORM AND EACH ADDITIONAL FORM OF PROPOSAL, IF ANY, MUST BE SIGNED

**Exhibit A**  
**Acknowledgment & Certification**

Ingamells Commercial Flooring ("Contractor") 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 Contractor may involve the presence of the Contractor's employees upon the real property of the District.

The Contractor 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 Contractor 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 Contractor hereby certifies that no one who is an owner, operator or manager of the Contractor has been convicted of a sex offense against a minor. The Contractor 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 Contractor further certifies that the Contractor has completed a satisfactory background check on the Contractor's employees. The Contractor hereby agrees to provide the District with the Contractor's background screening procedures including specific context and infractions that are reviewed by the Contractor. The District reserves the right to, but does not have the obligation to, conduct a District background check on Contractor employees as determined by the District in its sole discretion. The District reserves the right to restrict access of any Contractor 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 Contractor's background screening program at any time, whether announced or unannounced. The Contractor hereby agrees that the Contractor shall, upon request, permit an authorized District representative to review background screening records, including those of individual Contractor employees, in order to conduct a compliance review, audit or investigation, to the fullest extent permitted by law.

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

The Contractor 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 renewal, the person signing on behalf of the Contractor 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 Contractor, but has signed it knowingly and voluntarily.

**Exhibit B**