

REVISED



FORM OF PROPOSAL

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

No: Q7406
Date Issued: 3/21/16
Date Due: 4/12/16 (Revised)
Time: 3:00 p.m.

QUOTES 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 PREPAID: *Mark Mattiussi*, Purchasing Agent

Fire Extinguisher Testing

Per the worksheet, special instructions, terms and conditions, general terms and conditions

Please double click the pin to the left for the worksheet

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 after the original contract period. The amount of the contract for the second through 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 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 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 in Attachment A

Company Name Representative Name: CEC (Communications Engineering Company)

Representative Signature: Tony Hill

Representative Title:

Street Address: 2701 SE Convenience Blvd.

City/State/Zip: Ankeny, Iowa 50021

Email: thill@cecinfo.com

Phone: 563-349-5274

Fax: 563-386-2412

Date: 4-11-2016

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

Special Instructions, Terms & Condition

Period of Contract

Inspection services on this contract shall begin July 1, 2016 and continue through June 30, 2017. The District reserves the option to renew the contract with the contractor for up to four additional years. The pricing of the contract for the second through fifth years will be negotiated at the close of each preceding year.

General Information

The intent of the District is to secure one contractor to provide the services detailed in this request proposal. The District retains the right to use any and all evaluation methods to select the contractor(s) whose proposals are in the best interest of the District. This selection may not be the lowest cost provider but whose products and services represent the best value to the District. Testing will be coordinated with the Safety Compliance Specialist and Control Desk at least twenty four (24) hours in advance. All testing must be done to ensure that the building occupants will not be disturbed due to testing requirements. The original and electronic report results must be sent within forty eight (48) hours to DMPS Facility Management Office, located at 1917 Dean Ave, Des Moines, IA Attn: Pamela Rosa. The electronic copy may be sent to Ms. Rosa's email address @ pamela.rosa@dmschools.org, Safety Compliance Specialist- DMPS.

The contractor must provide rates for all services as detailed on the Form of Proposal. The contractor's rates must include a standard rate as well as a twenty four (24) hour emergency rate. Each contractor must be able to provide a twenty four (24) hour point of contact in the event of emergency. *(Regular service will be considered to be 8:00 a.m. – 4:30 pm Monday – Friday, whereas overtime / emergency service will be considered any time after 4:30 pm weekdays, any time on weekends and holidays.)* This point of contact must be a person associated with the contractor and not an answering or beeper service. Finally, the contractor must provide information regarding their experience working with or have been certified as capable of testing or providing this service.

Scope of Work Fire Extinguisher Inspection *REVISED*

The District is seeking fire extinguisher inspections that are in the best interest of the District. The above worksheet has been provided to detail the number and type of fire extinguishers located at each building site. The contractor is asked to submit their proposal to provide monthly inspections as required by OSHA 1910.157 (e), (e1), and (e2) and to provide the annual inspection as required by OSHA 1910.157 (e3), by completing the worksheet provided.

https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=9811

Selection Process

The District retains the right to use any and all evaluation methods to select the contractor whose proposal is in the best interest of the District. This selection may not be the lowest cost provider but whose products and services represent the best value to the District. If the proposals result in a tie between Iowa based companies and those outside the state of Iowa, the Iowa based companies would receive a preference. Ties between two or more Iowa based companies would be settled by drawing. Likewise, those companies residing within the Des Moines city limits will receive preference in the result of a tie between Iowa based companies ties between two (2) or more Des Moines based companies will be settled by drawing as well. Awards shall be determined by drawing(s) when responses received are equal in all respects and tied in price, and no preference is in force.

Award

These special instructions, terms, General Terms and Conditions, The Statement of Services, the contractor's proposal, written letters, addenda and the Purchase Order are collectively an integral part of the contract between the District and the contractor. The contractor must complete and submit the sex offender's acknowledgement and certification form supplied with this bid document. (Attachment A)

Insurance

If required, the contractor shall submit to the District certificates of insurance, prior to beginning work under this contract and no later than ten (10) days after award of the contract. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Iowa, and acceptable to the District, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty (30) days prior written notice to the District. *The certificates of insurance shall list the Des Moines Public Schools as the additional insured for the contract period as outlined in this bid request.*

The type and form of insurance which must be maintained during the entire term of the contract and any extensions shall be of the following forms and limits:

Forms Limits	
Workers' Compensation Statutory	
Automobile Liability	\$1,000,000 Combined Single Limit
Commercial General Liability, (Including Contractual Liability & Products Completed Operations Coverage)	\$1,000,000 Combined Single Limit
Umbrella/Excess Liability	\$2,000,000

The establishment of minimum limits of insurance by the Des Moines Public Schools does not reduce or limit the liability or responsibilities of the Contractor.

Indemnification

The contractor shall hold harmless, indemnify, and save the District, its officers, employees, and agents, from any and all liability claims, losses or damages arising or alleged to arise during the performance of the work described herein by reason of any act or omission of the contractor or any of its agents, employees, or representatives. The indemnity applies to either active or passive acts or other conduct.

Payment

Contractor shall submit to the District all invoices promptly upon completion of the required services as detailed in this request for proposal. The invoice at a minimum must include:

Quantity delivered

Charge for each item

Extended total (unit costs x quantity)

This solicitation number and / or the DMPS Purchase Order number

Payment terms offering a "prompt payment discount" of twenty (20) days or greater will be considered in the evaluation of proposals. All other payment terms shall be net forty- five (45) calendar days or greater. The District reserves the right to pay with a Procurement Card (PCard), ACH or direct wire transfer.

Termination

In order to protect the vested interests the District, and to ensure the efficient utilization of dollars, the contractor shall comply with all contractual obligations contained in the General Terms / Conditions, and Special Instructions & Terms. With respect to these obligations, the District will report any non-compliance issues to the contractor for corrective action. Continued non-compliance by the contractor shall be the District's justification for placing the contractor's contract on probation status or termination. Either party may terminate the contract because of the failure of the other party to carry out the provisions of the contract. In such case, the party terminating the contract shall give thirty (30) day notice of conditions endangering performance and if after notice the offending party fails to remedy the violation of the terms to the satisfaction of the other party, the contract may be terminated. If funds anticipated for these services do not become available for any reason, the District shall have the right to terminate the contract without penalty by giving not less than ten (10) days written notice documenting the lack of funding.

Bribery, Corruption and Gifts

Chapter 722 of the Code of Iowa provides that it is a felony to offer, promise or give anything of value or benefit to a person serving in a public capacity with intent to influence that employee's acts, opinions, judgment or exercise indiscretion with respect to the employee's duties. Section 68B.22 governs the solicitation and acceptance of gifts by public officials.

Disposition and Disclosure of Bid Information

All solicitations become the property of the District and shall not be returned to the contractor at the conclusion of the selection process; the contents of all solicitations will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code Chapter 22 or other applicable laws. The District's release of information is governed by Iowa Code chapter 22. Contractors are encouraged to familiarize themselves with chapter 22 before submitting a proposal.

Audit or Examination of Contract

Contractor agrees that any authorized auditor, the Office of Auditor of State and where federal funds are involved, the Comptroller of the United States or a representative of the United States Government, shall have access to and a right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the contractor relating to the orders, invoices, or payment of this contract.

Attachment A

CEC

Acknowledgment & Certification

_____ ("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 Acknowledgment and Certification, 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.

Worksheet

<u>Building</u>	<u>Address</u>	<u>ABC Type</u>	<u>Kitchen Type</u>	<u>Cost / ABC/ Month</u>	<u>Cost/ K Type/Month</u>	<u>Annual Inspection Cost / ABC</u>	<u>Annual Inspection Cost/ K Type</u>
Aviation Lab	2610 McKinley	14	0	1.33	0	2	2
Brody	2501 Park Ave	24	1	1.33	1.33	2	2
Brubaker	2900 East 42nd St	10	1	1.33	1.33	2	2
Callanan	3010 Center Street	29	1	1.33	1.33	2	2
Capitol View	320 East 16th Street	21	1	1.33	1.33	2	2
Carver	705 East University	18	1	1.33	1.33	2	2
Casady (Taylor)	1801 16th Street	23	1	1.33	1.33	2	2
Cattell	3101 East 12th St.	13	1	1.33	1.33	2	2
Central Academy	1917 Grand Ave	69	1	1.33	1.33	2	2
Central Campus	1800 Grand Ave	115	1	1.33	1.33	2	2
Central Nutrition	1225 2nd Ave	10	11	1.33	1.33	2	2
Cowles	6401 College Ave	18	1	1.33	1.33	2	2
Downtown School	1800 Grand Ave	See CC	NA	NA	NA	NA	NA
East (w/Walker St.)	815 East 13th Street	85	0	1.33	0	2	2
Edmunds	1601 Crocker St	21	1	1.33	1.33	2	2
Findley	3000 Cambridge St	9	1	1.33	1.33	2	2
Garton	2820 East 24th	8	1	1.33	1.33	2	2
Goodrell	3300 East 29th	34	1	1.33	1.33	2	2
Greenwood	316 37th Street	15	1	1.33	1.33	2	2
Hanawalt	225 56th Street	17	1	1.33	1.33	2	2
Harding	203 East Euclid Ave	37	1	1.33	1.33	2	2
Hiatt	1214 East 15th St	34	1	1.33	1.33	2	2
Hillis	2401 56th Street	6	1	1.33	1.33	2	2
Hoover	4800 Aurora Ave	60	1	1.33	1.33	2	2
Howe	2900 Indianola Ave	10	1	1.33	1.33	2	2
Hoyt	2700 East 42nd St	21	1	1.33	1.33	2	2
Hubbell	1800 42nd Street	11	1	1.33	1.33	2	2
Jackson	3825 Indianola Ave	16	1	1.33	1.33	2	2
Jefferson	2425 Watrous Ave	5	1	1.33	1.33	2	2
King	1849 Forest Ave	9	1	1.33	1.33	2	2
Kurtz (LHS South)	1000 SW Porter	29	1	1.33	1.33	2	2
Lincoln High School	2600 SW 9th	76	1	1.33	1.33	2	2
Lovejoy	801 East Kenyon Ave	10	1	1.33	1.33	2	2
Madison	806 East Hoffman St	9	1	1.33	1.33	2	2
Mann	1001 Amos	12	1	1.33	1.33	2	2
McCombs	201 County Line Road	25	1	1.33	1.33	2	2
	39th St	35	1	1.33	1.33	2	2
	E 6th Street	18	1	1.33	1.33	2	2
	Madison Ave	19	1	1.33	1.33	2	2

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<u>Building</u>	<u>Address</u>	<u>ABC Type</u>	<u>Kitchen Type</u>	<u>Cost / ABC/ Month</u>	<u>Cost/ K Type/Month</u>	<u>Annual Inspection Cost / ABC</u>	<u>Annual Inspection Cost/ K Type</u>
Merrill	5301 Grand Ave	24	1	1.33	1.33	2	2
Mitchell	111 Porter	20	1	1.33	1.33	2	2
Monroe	2250 30th Street	15	1	1.33	1.33	2	2
Moore	3725 52 nd	13	1	1.33	1.33	2	2
Morris	1401 Geil Ave	16	1	1.33	1.33	2	2
Moulton	1541 8th Street	30	1	1.33	1.33	2	2
North	501 East Holcomb	45	1	1.33	1.33	2	2
North Stadium		4	1	1.33	1.33	2	2
Oak Park	3926 6th Ave	14	1	1.33	1.33	2	2
Operations Center	1917 Dean Ave	26	1	1.33	1.33	2	2
Park Avenue	3141 SW 9th St	15	1	1.33	1.33	2	2
Perkins	4201 College Ave	14	1	1.33	1.33	2	2
Phillips	1701 Lay Street	12	1	1.33	1.33	2	2
Pleasant Hill	4801 East Oakpark Drive	12	1	1.33	1.33	2	2
Prospect	1915 Prospect Road	23	1	1.33	1.33	2	2
River Woods	2929 SE 22nd Street	19	1	1.33	1.33	2	2
Roosevelt	4419 Center St	48	1	1.33	1.33	2	2
Samuelson	3929 Bel Aire	7	1	1.33	1.33	2	2
Smouse	2820 Center St	20	1	1.33	1.33	2	2
South Union	4201 South Union	22	1	1.33	1.33	2	2
Stowe	1411 East 39th	12	1	1.33	1.33	2	2
Studebaker	300 E. County Line Rd	11	1	1.33	1.33	2	2
Van Meter	710 28th Street	17	1	1.33	1.33	2	2
Walker Street	1421 Walker Street	17	1	1.33	1.33	2	2
Walnut Street	907 Walnut	55	1	1.33	1.33	2	2
Weeks	901 SE Park Ave	42	1	1.33	1.33	2	2
Welcome Center	1301 2nd Ave	1	1	1.33	1.33	2	2
Willard	2941 East Dean Ave	24	1	1.33	1.33	2	2
Windsor	5912 University	18	1	1.33	1.33	2	2
Woodlawn	4000 Lower Beaver Rd	23	1	1.33	1.33	2	2
Wright	5001 SW 14th St	6	1	1.33	1.33	2	2
2323 Grand	2323 Grand Ave	TBD	TBD	1.33	1.33	2	2
2100 Fluer	2100 Fluer	TBD	TBD	1.33	1.33	2	2