

**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: Q7405  
 Date Issued: 3/17/16  
 Date Due: 4/5/16  
 Time: 9:00 a.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

**Sprinkler Inspection**

Per worksheet, special instructions, general terms & conditions			
001	100	Each	Cost for annual inspection of "wet" sprinkler systems \$ <u>95.00</u> /Each
001	23	Each	Cost for annual inspection of "dry" sprinkler systems \$ <u>125.00</u> /Each
001	1	Each	Cost for additional inspections as requested throughout the year wet \$ <u>95.00</u> /Each
001	1	Each	Cost for annual pump inspection (system wide) \$ <u>950.00</u> /Each
001	1	Each	Repair & Maintenance Standard Service \$ <u>112.00</u> /Hour/man
001	1	Each	Repair & Maintenance Sunday & Holiday Service \$ <u>224.00</u> /Hour/man
001	1	Each	Repair & Maintenance Emergency Service \$ <u>112/168/224</u> /Hour/man

**Fire Alarm Testing**

Per worksheet, special instructions, general terms & conditions			
002	1	Each	Annual Cost for Testing (per the worksheet provided) \$ <u>260.00</u> /Each <span style="float: right;">\$18,980.00 OSR</span>
002	1	Each	Fire Alarm Testing – Standard Service \$ <u>188</u> /Hour
002	1	Each	Fire Alarm Testing - Sunday & Holiday Service \$ <u>376</u> /Hour
002	1	Each	Fire Alarm Testing – Emergency Service \$ <u>198/282/376</u> /Hour
002	1	Each	System(s) you are certified to service: <u>ALL Technicians Licensed for alarm</u> <u>inspections in City of DSM may</u> <u>inspect and Manufacture of Fire Alarm</u> Licensed & in good standing with the City of DSM

☒ Yes ☐ No

Please check box appropriate box

\*See the workbook for more information-such as initiating devices, locations,etc. (three tabs of information are available)



Double click on paperclip to open file

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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 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 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 in Attachment A

Company Name Iowa Fire Equipment Co. Representative Name DJ Robinson  
Representative Signature [Signature] Representative Title Sales  
Date 4/25 Street Address 2800 Delaware Ave City/State/Zip Des Moines, IA 50317  
Email djrobinson@iafire.com Phone 515 265 8030 Fax 515 265 7649

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.

## 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 successful bidder 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](mailto: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.

**Fire Alarms:** all fire alarms need to be tested on an annual basis in accordance with NFPA 72. Spreadsheet show which buildings have complete systems and which ones are pull station only.

**Sprinkler Inspections:** Must be completed in accordance with NFPA 25. As part of this proposal each vendor must provide a cost to do a five year inspection of the sprinkler system. Systems in need of a five year test will be identified and coordinated with facility management office.

### 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.

## **Insurance**

*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:

<u>Forms</u>	<u>Limits</u>
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 Successful Bidder.

## **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.



Attachment A

Acknowledgment & Certification

Town Fire District ("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.