



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: B6957
Date Issued: 3/13/14 (Org)
Date Due: 3/28/14 (Org)
Time: 3:00 P.M.

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

Uniforms for Central Nutrition Center as Per Attached Worksheet and General Terms and Conditions

SECOND EXTENSION – QUANTITIES TO BE DETERMINED

Please note on pricing worksheet minimum order and package quantity for each item. Price to be held for orders placed after initial order during contract period.

Price to include delivery to Central Nutrition Center, 1225 2nd Ave, Des Moines, IA 50314

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 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 Central Nutrition Center, 1225 2nd Ave, Des Moines, IA 50314

Company Name: THE HAPPY CHEF, INC.

Street Address: 22 PARK PL.

City, State, Zip: BUTLER NJ 07405

Representative Name : (Sign) [Signature]

Representative Title: V.P.

Phone: 800-347-0288

Fax: 973 492 0303

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

THE HAPPY CHEF INC

("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.

<u>ITEM</u>	<u>ITEM BID WITH COST</u>
Happy Chef	
1. SKULL CAP - BLACK	
Poly/Cotton, Mesh Fabric Top	
Performance Fabric lining	
Adjustable Velcro Back, One Size Fits All	
Model #590 Happy Chef or Approved Equal (samples required)	
MODEL BID:	
QTY: To Be Determined	
COST EA:	\$ 5.95
Package Quantity:	5 pcs.
Minimum Order Quantity:	5 pcs.

2. CHEF BAND HEADWEAR - BLACK	
Cotton Blend, Performance Fabric Lining	
Adjustable Height, Elastic Stretch Back	
One Size Fits All	
Model #591 Happy Chef or approved equal (samples required)	
MODEL BID:	
QTY: To Be Determined	
COST EA:	\$ 5.95
Package Quantity:	5 pcs
Minimum Order Quantity:	5 pcs