



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

February 26, 2016

Berg Audio & Video
2761 Highway 65/69
Carlisle, IA 50047
Attn: Greg Berg

Re: Bid # B6958 Installation @ Wiring for Ceiling Mounted Projectors – Second Extension

Mr. Berg,

The Des Moines Independent Community School District would like to renew the contract for B6958 Installation and Wiring for Ceiling Mounted Projectors for fiscal year 2016-2017. This will be the first of four possible extensions of this contract with the effective dates being July 1, 2016 to June 30, 2017. Our IT department will contact you on an as needed basis for projects in 2016-2017. At this time no definite number of installations for 2016-2017 can be given, but the project is continuing from elementary schools to middle schools and high schools.

Please sign and return the attached renewal forms with pricing for 2016-2017. Please return the documents no later than March 18, 2016 to the address below. We look forward to a continuing business relationship.

Des Moines Public Schools
Division of Purchasing
1915 Prospect Road, Suite 1200
Des Moines, Iowa 50310

Sincerely,

Melissa Read

Melissa Read
Purchasing Specialist

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 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 Awardee (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:

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



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: B6958
 Date Issued: 3/24/14 Original
 Date Due: 4/4/14 Original
 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:

Item No.	Quantity	Unit	Description	Cost	Total
001	0-100	Each	Installation & Wiring ceiling mounted projector systems per the Scope of Work, Terms & Conditions	\$ <u>6065</u>	\$ _____

SECOND EXTENSION 2016-2017

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 Awardee 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:

Company Name: Berg Audio & Video Street Address: 2761 HWY 65/69
 Representative Name: Greg Berg City: Carlisle State: IA Zip: 50047
 Representative Title: President Phone: 515-287-9960 Fax: 888-858-1554

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

Berg Audio & Video ("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 it knowingly and voluntarily.



Special Instructions

A. Period of Contract

Work on Phase One will commence May 1, 2014 or upon the arrival of shipment of projectors to the District. Installation for Phase One schools (as designated by the District) must be completed by August 15, 2014. Phase Two will begin immediately after Phase One has been completed, and be completed by January 14, 2015. Additional buildings could be added throughout FY2016-FY2017. The District's Technology Department will conduct a final review of each site with the contractor before signing off on the project. This contract is for the period July 1, 2016 through June 30, 2017. The District reserves the option to renew the contract with the Awardee for up to four additional years from the original contract. 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.

B. General Information

The intent of the District is to secure one contractor to provide all services detailed in this request for bid, however the District retains the right to select as many contractors as required to complete the project by the established deadlines. This project will be directed by the District's Technology Department. The selected contractor will work directly with the Director or his designee.

C. Selection Process

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. If bid 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.

D. Award

The District's Purchasing and Technology Department will review all proposals and award the work to the contractor(s) whose proposal is deemed to be the best value for the District. The Awardee must provide proof of CTS certification from InfoComm International (or equivalent as deemed by the District). A Certified Technology Specialist project manager/installer must be on site. (See Scope of Work) The General Terms and Conditions, The Special Instructions / Scope of Work, the Contractor's Proposal, written letters, addenda and the Purchase Order are collectively an integral part of the contract between the District and the Awardee. The Awardee

must complete and submit the sex offender's acknowledgement and certification form supplied with this bid document. Finally, the Awardee will meet with the District's Technology staff to review all plans, and requirements prior to the work commencing.

E. Insurance

The Awardee 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:

<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 Awardee.

F. Indemnification

The Awardee 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 Awardee or any of its agents, employees, or representatives. The indemnity applies to either active or passive acts or other conduct.

G. Payment

Awardee 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:

- A. Quantity delivered
- B. Charge for each item
- C. Extended total (unit costs x quantity)
- D. This Bid 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

H. Termination

In order to protect the vested interests the District, and to ensure the efficient utilization of dollars, Awardee shall comply with all contractual obligations contained in the General Terms / Conditions, and Special Instructions and Scope of Work. With respect to these obligations, the District will report any non-compliance issues to the Awardee for corrective action. Continued

non-compliance by the Awardee shall be the District's justification for placing the 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.

H. Termination

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.

I. 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.

J. Disposition and Disclosure of Bid Information

The District's release of information is governed by Iowa Code chapter 22. All Bids become the property of the District and shall not be returned to the Bidder at the conclusion of the selection process; the contents of all bids 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. Bidders are encouraged to familiarize themselves with chapter 22 before submitting a Bid.

K. Audit or Examination of Contract

Bidder 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.

Scope of Work

A. General Information

Des Moines Public Schools (District) is requesting a bid to have 900 to 1100 Epson model Brightlink 595Wi Ultra Short-Throw projectors installed at approximately 38 DMPS elementary buildings. This project will be completed in two phases:

Phase 1 – Includes the installation of 400 to 500 projector units with a completion date of August 15, 2014. The District projects this phase to begin early May 2014 or as soon as product is available.

Phase 2 – Includes remaining 500 to 600 projector units with a completion date of January 15, 2015. This phase can begin as soon as Phase 1 is complete and is also dependent on product availability.

Additional sites may be added throughout the remaining fiscal year and the bidders prices are required to remain fixed during this time period (5/14 – 6/15).

B. Installation Information

- Wall type will vary between brick/block and drywall.
- The number of each wall type is yet to be determined.
- Connectivity to projector includes: HDMI, VGA, 3.5 mm audio, and USB
- Due to school hours installations may need to be performed after normal business hours and weekends.

C. Requirements

Installation services are to be performed by an authorized Epson Dealer. Certified Technology Specialist project manager/installer must be on site. CTS certification from InfoComm International (or equivalent as deemed by the District) needs to be submitted with bid document.

D. District responsibilities

The District will be responsible for providing the following:

- 900 to 1100 Epson model Brightlink 595Wi Ultra Short-Throw projectors
- Projector mounting brackets/hardware
- Finger Touch Unit (FTU) and interface cable
- 15-foot, VGA M/M, USB A/B and power cable
- IP addresses, network configurations and naming convention for each projector
- Electric and network connection by projector location
- Projector and signal box locations

E. Deliverables

The Awardee will be responsible for the following:

- Install projector bracket, hardware, and Epson Brightlink 595Wi Ultra Short-throw projectors above the existing white board. Install Finger Touch Unit (FTU) and interface cable.
- The Awardee will be responsible for any miscellaneous hardware to attach the bracket mounting hardware to the wall.

- **Brick or block walls**
 - Provide and install up to 25-foot surface Panduit wire molding.
 - The Panduit wire molding must be secured to the wall with anchor hardware.
 - Provide and install up to 25-foot, HDMI, VGA/3.5mm audio, USB cables.
 - Active repeater USB cables will be required every 16 feet.
 - Pass through single gang wall plate and single gang box.
- **Cables quantities needed per room for brick or block walls (provided by Awardee):**
 - 25ft VGA M/M cable C2G PART # 50216.
 - (1) 25ft 3.5mm M/M cable C2G PART # 40415.
 - (1) 7m (23ft) HDMI M/M cable C2G PART #42525
 - (1) 25ft USB A/B Active cable C2G PART #38989
 - (1) HDMI, VGA, 3.5mm and Keystone Pass-through Wall Plate - Aluminum - C2G PART # 39705
 - (1) Snap-In USB A/A Female Keystone Insert Module - White - C2G PART # 28748
 - (1) 15' VGA M/M 3.5mm audio cable C2G PART # 50227 *
 - (1) 5m (16.4ft) HDMI M/M cable C2G PART # 42524 *
 - (1) 5m (16.4ft) USB 2.0 M/M Active extension cable C2G PART # 39997 *

*Provide cables from wall plate to computer.
- **Drywall surface**
 - Provide and install 5-foot surface Panduit wire molding above white board.
 - The Panduit wire molding must be secured to the wall with anchor hardware.
 - Provide and install HDMI, 3.5mm audio cable, mud rings, grommet pass through plate above white board.
 - Pass through Single Gang Wall Plate. Install (district-provided 15-foot VGA M/M, USB A/B cable).
 - All cables to run behind drywall/whiteboard, offset wall plate approximately 5 feet from center under white board.
- **Cable quantities needed per room for drywall surface (provided by Awardee):**
 - 15ft 3.5mm M/M Stereo cable C2G PART # 40106
 - (1) 5m (16.4ft) HDMI M/M cable C2G PART # 42524
 - (1) HDMI, VGA, 3.5mm and Keystone Pass-through Wall Plate - Aluminum - C2G PART # 39705
 - (1) Snap-In USB A/A Female Keystone Insert Module - White - C2G PART # 28748
 - (1) 15' VGA M/M 3.5mm audio cable C2G PART # 50227*
 - (1) 5m (16.4ft) HDMI M/M cable C2G PART # 42524*
 - (1) 5m (16.4ft) USB 2.0 M/M Active extension cable C2G PART # 39997*

*Provide cables from wall plate to computer.

- **Connectivity**

- Provide and connect Cat5e patch cable from projector to wall plate.
- Connect cables from projector to pass through wall plate.
- Provide and install up to 50-foot 3.5mm M/M plenum audio cable from Epson projector to Lightspeed sound enhancement in approximately 300 rooms. Quantities will increase during construction FY2014-FY2015 **50' Plenum 3.5mm M/M Audio Cable - C2G PART # 40518**
- Provide cables from wall plate to computer, cables would include one 15-foot HDMI, VGA/3.5mm audio and active repeater USB cable*. **Included in parts lists above**

- **Configuration / Misc.**

- The District requires the Awardee to configure the projector with the name the projector, set IP, subnet and gateway addresses/ manufacturer serial number and district-provide asset tag.
- Bidder will affix district-provided asset tag to each device.
- **Accurate** electronic documentation of above configuration information along with manufacturer serial number and district-provided asset tag will be provided in an Excel spreadsheet.
- Bidder will be responsible for correcting any errors or omissions in this data.
- Calibrate and set up projectors for pen and touch interactive functions.
- Projectors, touch functions systems, HDMI, VGA, audio and USB connectivity must be tested and working.
- Any miscalibrated projectors will need to be corrected under this contract agreement.
- Any defective parts/cables must be replaced by Awardee.
- Any inquiries regarding the requested scope of work must be sent in writing to: Mark Mattiussi via e-mail at: mark.mattiussi@dmschools.org no later than 3/28/14.