


**FORM OF PROPOSAL**

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

No: B6793
Date Issued: 08/26/2013 (Original)
Date Due: 09/6/2013 (Original)
Time Due: 3:00 p.m.

Incidental Electrical Supplies FY 2016-2017 - Third Extension

SEALED 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 PREPAID: Mark Mattiussi, Purchasing Agent

General Labor Rates	2015-16 Pricing	2016-17 Pricing
Supervisor Hourly Rate	\$30.00	\$ 33.00
General Laborer Hourly Rate	\$18.25	\$ 18.50
Overtime Rate (State as a percentage, i.e. standard rate + 50% for all levels)	See worksheet	Double click on the paper clip icon to update the Worksheet 
Material & Supplies mark up over cost (percentage)	17%	Cost + % 17
Trip Charges (rate/mile)	See worksheet	

Period of Contract:

This contract is for the period July 1, 2016, through June 30, 2017. The District reserves the option to renew the original contract with the successful bidder(s) for up to four additional years. The amount of the contract for the second through fifth years shall be negotiated at the close of each preceding year. The renewal option may not be exercised if not in the District's best interests. The contract may be cancelled by either party on 90 days written notice during the contract period.

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.

Company Name	<u>Ja-Ra Enterprise</u>	Representative Name	<u>Craig Smith</u>
Representative Signature		Representative Title	<u>President</u>
Date	<u>3-20-16</u>	Street Address	<u>5327 E University Ave City/State/Zip Pleasant Hill Ia 50327</u>
Email	<u>csmith@ajplumbing.com</u>	Phone	<u>515-299-3049</u>
		Fax	<u>515-264-9652</u>

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.



Acknowledgement & Certification

Ja-Ra Enterprises 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 Acknowledgement 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 Acknowledgement 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.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 03/21/2016

PRODUCER Mauro Insurance Agency 4314 S.W. 9th St. Des Moines, Iowa 50315	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Ja-Ra Enterprises, Inc. 5327 E. University Ave. Pleasant Hill, Iowa 50327-8413	INSURERS AFFORDING COVERAGE INSURER A: Auto-Owners Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADULT	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	112307-39020610-15	08/04/2015	08/04/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				46-176-292-00
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	46-176-292-02	08/04/2015	08/04/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	111707 39020415	08/04/2015	08/04/2016	<input type="checkbox"/> WC STAT. <input type="checkbox"/> OTH. <input type="checkbox"/> ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

B0793- General Labor

CERTIFICATE HOLDER

 Des Moines Independent Community School District
 901 Walnut Street
 Des Moines, Iowa 50309

Attn: JoAnne Khounlo-Philavanh

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]

Hourly Rate	FY2014-15	FY2015-16	FY2016-17
Unskilled Labor	\$ 18.25	\$ 18.25	\$ 18.50
Skilled Labor w/vehicle	\$ 30.00	\$ 30.00	\$ 33.00
Foreman	\$ 30.00	\$ 30.00	\$ 30.00
Plumber	\$ 65.00	\$ 65.00	\$ 65.00
Plumber's Helper	\$ 35.00	\$ 35.00	\$ 35.00
Dump Truck	\$ 85.00	\$ 85.00	\$ 85.00
Truck w/Gooseneck Trailer	\$ 75.00	\$ 75.00	\$ 75.00
Back Hoe	\$ 105.00	\$ 105.00	\$ 105.00
Rubber Tired Bobcat	\$ 75.00	\$ 75.00	\$ 75.00
Track Bobcat	\$ 95.00	\$ 95.00	\$ 95.00
Track Hoe	\$ 105.00	\$ 105.00	\$ 105.00
Tractor w/Tiller	\$ 85.00	\$ 85.00	\$ 85.00
Enloader	\$ 160.00	\$ 160.00	\$ 160.00
Tool Cat	\$ 90.00	\$ 90.00	\$ 90.00
Bus for Transportation			
Bus is required to be on-call thru a specific range of time	\$ 30.00	\$ 30.00	\$ 30.00
Bus will provide transportation according to specific scheduled time	\$60/trip	\$60/trip	\$60/trip