



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

Sight and Sound Innovations
516 North Belt Highway
St. Joseph, MO 64506
Attn: Charles Nill II

February 26, 2016

Re: Bid # B6980 Installation @ Wiring of Light Speed Sound Systems – Second Extension

Mr. Nill,

The Des Moines Independent Community School District would like to renew the contract for B6980 Installation and Wiring of Light Speed Sound Systems for fiscal year 2016-2017. This will be the second 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.

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
Purchasing Specialist
Des Moines Public Schools

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.



Acknowledgment & Certification

Sight and Sound INN ("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.

**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****SECOND EXTENSION – FY 2016-2017****No: B6980****Date Issued: 3/31/14****Date Due: 4/7/14****Time: 9:00 a.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 PREPAID: Mark Mattiussi, Purchasing Agent

Item No.	Description	Cost
001	Installation & Wiring of Light Speed sound systems @ Various school locations within the District Per the Special Instructions, Term & Conditions	\$ <u>55⁰⁰</u> /hr.
002	Material & Supplies markup over cost (State as a percentage) (In the event additional materials, supplies or equipment is required for a specific installation)	<u>15</u> %

Labor rates shall include all overhead (fixed & variable) as well as profit, as no other costs will be absorbed by the District. Any submittals which do not include overhead and profit in the base hourly rate will not be accepted.

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

Bidder Sight and Sound Innovations Street Address 516 North Belt
By [Signature] City St. Joseph State MO Zip 64506
(Signed)
Title president Phone 816-364-1184 Fax 816-2320424
SUBJECT TO THE TERMS AND CONDITIONS @ <http://www.dmschools.org/departments/operations/purchasing-central-stores/purchasing/open-proposals/>

A. 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 bidders 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

B. General Information

The intent of the District is to secure one primary and one secondary contractor to provide all services detailed in this request for proposal. The District also retains the right to use any and all evaluation methods to select the contractors 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. Projects will be directed by the District's Technology Department. The selected contractors will work directly with the Director or his designee. The contractors must provide rates for all services as detailed on the Form of Proposal.

C. Scope of Work Light Speed Sound Systems

Des Moines Public Schools (DMPS) is requesting a bid to have Light Speed sound enhancement systems installed as needed. In order to provide a positive learning environment, any work at the school sites would have to be performed after hours, weekends or during scheduled school breaks, i.e. spring, summer, winter. Service information details:

DMPS will provide the following:

1. Light Speed model 855-RRT or 855-RWW sound enhancement systems. This includes:
 - a. Amp/mixer
 - b. Microphones
 - c. Ceiling or surface mount speaker
 - d. Wall mount bracket
 - e. Speaker/IR cables.
2. AC Outlet

Bidder will be responsible for the following:

1. Installation of the Light Speed sound enhancement system in close proximity to the provided AC outlet.
2. Set wall mount bracket. Brackets must be secured to all wall types. Wall type will vary between brick, block and drywall.
3. Connect system to ceiling speaker and IR sensor.
4. Provide and install up to 10 foot surface Panduit wire molding. The Panduit wire molding must be secured to the wall with anchor hardware.
5. Pull speaker wire behind drywall when applicable.
6. Install and provide single gang cable pass through wall plate with grommet/mud ring mounting bracket for drywall installations.
7. Any non-functioning systems will need to be corrected under contract agreement.

D. Selection Process

The District retains the right to use any and all evaluation methods to select the contractors 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 when responses received are equal in all respects and tied in price, and no preference is in force.

E. Award

The District's purchasing and technology department will review all proposals and submit their recommendations to the Board for approval. The Board shall award the work to the successful Contractors. 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 successful Contractors. The awardees must complete and submit the sex offender's acknowledgement and certification form supplied with this bid document. Finally, the selected contractors will meet with the District's Technology staff to review all plans, and requirements prior to any work commencing. The primary contractor will have the first opportunity to perform the work, if they cannot agree with the technology department's estimate for the total number of hours required for the project, then the secondary contractor may be selected by the District. Also, if the primary contractor is unable to complete the project by the stated deadline the District may choose the secondary contractor as well. The primary contractor may refuse to accept a project in which case the secondary contractor may be selected by the District

E. Insurance

The successful contractor(s) 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, Limit	\$1,000,000 Combined Single
(Including Contractual Liability & Products Completed Operations Coverage)	
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 Contractors.

F. Indemnification

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

G. Payment

Successful 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:

- 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, successful contractor(s) shall comply with all contractual obligations contained in the General Terms / Conditions, and Special Instructions. With respect to these obligations, the District will report any non-compliance issues to the successful Contractors for corrective action. Continued non-compliance by the successful Contractors 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.

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

All Bids become the property of the District and shall not be returned to the Contractors 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. 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 bid.

K. Audit or Examination of Contract

Contractors 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.