

**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: B6976**

RENEWALS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED FOR FURNISHING THE FOLLOWING SUPPLIES, EQUIPMENT AND/OR SERVICE F.O.B. DESTINATION **Mark Mattiussi, Purchasing Agent**

Item #	UOM	Description	Cost
01	LF	8' tall fencing to meet specified requirements	\$ 13.35
02	EA	8' tall gates installed 4'	\$ 302.00
03	EA	8' tall gates installed 6'	\$ 330.00
04	EA	8' tall gates installed 8'	\$ 366.00
05	LF	6' tall fencing to meet specified requirements	\$ 12.50
06	EA	6' tall gates installed 4'	\$ 265.00
07	EA	6' tall gates installed 6'	\$ 298.00
08	EA	6' tall gates installed 8'	\$ 346.00
09	LF	4' tall fencing to meet specified requirements	\$ 10.75
10	EA	4' tall gates installed 4'	\$ 212.00
11	EA	4' tall gates installed 6'	\$ 259.00
12	EA	4' tall gates installed 8'	\$ 310.00

Specifications**Materials**

- #9 Galvanized chain link fabric
- 1 5/8" Galvanized top rail schedule 40
- # 7 Bottom wire
- 3" Galvanized corner posts schedule 40
- 2 1/2 " Galvanized Line posts schedule 40

Installation

- All line and corner posts to be installed a minimum of 36" deep and grouted to the top of excavated hole
- All pricing to include materials and labor as specified above. Work to be done in a timely manner, without delay, the safety of all persons to be addressed per site and work environment. With special attention paid to removal of all tie material, sharp edges, and any debris left behind.

Pricing

- Specified price to be per lineal foot of complete fencing, priced according to the above specifications.
- Prices are to remain firm through the fiscal year.

Contract Period

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 renewal option may not be exercised if it is not in the District's best interest

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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 Seller 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 Various Sites

Date: 3/23/2016**Company Name:** Des Moines Steel Fence Co., Inc.**Representative Name:** Kristine R. Ross**Representative Signature:** Kristine R. RossDigitally signed by Kristine R. Ross
Date: 2016.03.23 11:59:49 -05'00'**Representative Title:** Assistant Manager**Street Address:** 2045 NE 46th Avenue, Suite A**City/State/Zip:** Des Moines, IA 50313**Email:** kris@dsmfence.com**Phone:** 515-270-6227**Fax:** 515-270-2462

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.



Acknowledgment & Certification

Des Moines Fence Co. ("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.



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

Des Moines Steel Fence
Attention: Jeff Donels
5158 NW Beaver Drive
Johnston, IA 50131

March 12, 2016

Re: B6976 Chain Link Fence – Second Extension

Mr. Donels:

The Des Moines Independent Community School District would like to renew the contract for B6976 Chain Link Fence for the fiscal year 2016-2017. This will be the second extension of this contract with effective dates of July 1, 2016 to June 30, 2017. Please complete and return the following forms by April 2, 2016

- Complete and sign Sex Offender's certificate (enclosed)
- Complete and sign form of proposal with pricing for 2016-2017 (enclosed)
- Certificate of Insurance (Acord Statement) from your insurance agent

Please return the completed forms to:

Des Moines Public Schools
Purchasing Department
1915 Prospect Road, Suite 1200
Des Moines, Iowa 50310
Attn: Melissa Read

We look forward to a continuing business relationship.
Regards,

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.



D&NFENC-01

BWINSOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bouslog Insurance Corp 360 7th Ave. Marion, IA 52302	CONTACT NAME:		
	PHONE (A/C, No, Ext): (319) 377-7321 FAX (A/C, No): (319) 377-8133 E-MAIL ADDRESS: bousloginsurance@bouslog.com		
INSURED Des Moines Steel Fence Co. 2045 NE 46th Ave., Ste. A Des Moines, IA 50313	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : UNITED FIRE & CASUALTY COMPANY		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		60071929	06/01/2015	06/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		60071929	06/01/2015	06/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		60071929	06/01/2015	06/01/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A		60071929	06/01/2015	06/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater		60071929	06/01/2015	06/01/2016	Leased Equipment 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Des Moines Independent Schools
Attn: Melissa Read
1915 Prospect Rd. Ste. 1200
Des Moines, IA 50310

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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