




LED Interior Lighting Retrofit  
*Per the attached special instructions, terms & conditions*  
*Quantities are not guaranteed*  
*Bid request is for materials only, installation labor will be provided by others*  
*Please double click on the paper clip icon to open up the workbook*

**Period of Contract**December 31, 2016 

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 Provider 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.

Company Name	Electrical Engineering and Equipment Company (3E)
Representative Name	Todd Tiernan LC, IES
Representative Signature	Todd Tiernan <small>Digitally signed by Todd Tiernan DN: cn=Todd Tiernan, o=3E Company, ou=Lighting, email=todd.tiernan@3e-co.com, c=US Date: 2016.03.29 07:57:28 -0500</small>
Representative Title	Lighting Specialist
Date	March 29, 2016
Street Address	953 73rd Street
City/State/Zip	Windsor Heights, IA 50324
Email	todd.tiernan@3e-co.com
Phone	515-273-0100
Fax	515-273-0101

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.

Des Moines Public Schools  
Worksheet



Item #	Description	QTY	UOM	3E	
Item 1	2' x 4' LED Troffer (4,000) Lumens, must be DLC Listed, L70 lifetime of equal to or greater than 50,000 hours, Color Temperature of 4,000K, Initial Delivered Output of Approximately 4,000 lumens, Control: 0-10V dimming, Input Voltage: 120-277 VAC	1,000	Each		\$ -
	Make Submitted:			CREE	
	Model Submitted:			ZR24-40L-40K-10V	
	Input Power in Watts:			44	
	Initial delivered lumens:			4000	
	CRI:			90	
	Warranty in Years:			10	
	Estimated lead time for 500 unit:			4 WEEKS	
	FY 15-16 Pricing			\$104.9500	\$ 104,950.00
Item 2	2' x 4' LED Troffer (5,000 lumens), Must be DLC Listed, L70 lifetime of equal to or greater than 50,000 hours, Color Temperature of 4,000K, Initial Delivered Output of Approximately 5,000 lumens, Control: 0-10V dimming, Input Voltage: 120-277 VAC	2,000	Each		\$ -
	Make Submitted:			CREE	
	Model Submitted:			ZR24-50L-40K-10V-FD	
	Input Power in Watts:			45	
	Initial delivered lumens:			5000	
	CRI:			80	
	Warranty in Years:			10	
	Estimated lead time for 500 unit:			4 WEEKS	
	FY 15-16 Pricing			\$116.5000	\$ 233,000.00
Item 3	4' Surface Luminaire (2,500 lumens), Must be DLC Listed, L70 lifetime of equal to or greater than 50,000 hours, Color Temperature of 4,000K, Initial Delivered Output of Approximately 2,500 lumens, Control: 0-10V dimming, Input Voltage: 120-277 VAC	400	Each		\$ -
	Make Submitted:			LITHONIA	
	Model Submitted:			SBL4 30L EZ1 LP840	
	Input Power in Watts:			27	
	Initial delivered lumens:			3194	
	CRI:			82	
	Warranty in Years:			5	
	Estimated lead time for 500 unit:			4 WEEKS	
	FY 15-16 Pricing			\$82.5000	\$ 33,000.00
Item 4	4' Surface Luminaire (4,000 lumens), Must be DLC Listed, L70 lifetime of equal to or greater than 50,000 hours, Color Temperature of 4,000K, Initial Delivered Output of Approximately 4,000 lumens, Control: 0-10V dimming, Input Voltage: 120-277 VAC	400	Each		\$ -
	Make Submitted:			LITHONIA	
	Model Submitted:			SBL4 40L EZ1 LP840	
	Input Power in Watts:			39	
	Initial delivered lumens:			4578	
	CRI:			80	
	Warranty in Years:			5	
	Estimated lead time for 500 unit:				
	FY 15-16 Pricing			\$86.6000	\$ 34,640.00

Des Moines Public Schools  
Worksheet

Item #	Description	QTY	UOM	3E	
Item 5	4' Linear LED T8 Lamp (ballast compatible), Must be DLC Listed, Must be compatible with >80% of electronic T8 ballasts, including instant, programmed, and rapid start ballasts, Color temperature of 4,000K	100	Each	\$	-
	Make Submitted:			GE	
	Model Submitted:			LED18ET8/4/840 (93135)	
	Input Power in Watts:			18 ON NBF BALLAST	
	Initial delivered lumens:			2200	
	Input Power in Watts:			18 ON NBF BALLAST	
	Lifetime (L70):			50,000	
	CRI:			80	
	Is this lamp dimmable with dimmable ballast?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	Warranty in Years:			5	
	Estimated lead time for 500 unit:			4 WEEKS	
	FY 15-16 Pricing			\$19.9500	\$ 1,995.00
Item 6	4' Linear LED T8 Lamp and driver retrofit system for 2-lamp retrofits. (Existing ballasts will be removed by others). Include new lamp mounting hardware if required, Must be DLC Listed, Color temperature of 4,000K	100	Each	\$	-
	Make Submitted:			CREE	
	Model Submitted:			DK-FD-LB-2+UR-45L-S-FD-DR	
	Input Power in Watts:			44	
	Initial delivered lumens:			4500	
	Input Power in Watts:			44	
	Lifetime (L70):			50,000	
	CRI:			80	
	Is this lamp dimmable with dimmable ballast?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	Warranty in Years:				
	Estimated lead time for 500 unit:				
	FY 15-16 Pricing			\$84.6000	\$ 8,460.00



Des Moines Public Schools  
1915 Prospect Road Suite 1200  
Des Moines, Iowa 50310  
Phone: 515-242-7649  
Fax: 515-242-7550

March 9, 2016

Electrical Engineering & Equipment  
953 73<sup>rd</sup> Street  
Windsor Heights, IA. 50324  
Mr. Todd Tiernan

RE: B7259 Interior Lighting Retrofit

Mr. Tiernan:

The Des Moines Public Schools is seeking to exercise its renewal option for the above mentioned bid. This will be the **first extension** (of a possible four extensions) of this option, with the contract period beginning July 1, 2016 and ending on ~~June 30, 2017~~. Enclosed is a copy of the District's Form of Proposal, detailing the items which were on this bid, as well as the general terms and conditions associated with this bid.

December 31, 2016 *TL*

We ask all suppliers to review their pricing structures prior to submitting renewal proposals. The District will again consider any program that may reduce its costs through process improvement, ordering methodology, patterns, etc. Conversely, any planned increase may require the District to employ its option to place the product category out for bid solicitation.

The District appreciates your past service. We look forward to continuing our business relationship with you in the months and years to come. Please complete, sign, and return the following by March 29, 2016:

Proposal Form (included) for 2016-2017

Return these items to:

Des Moines Public Schools  
Division of Purchasing  
Attn: JoAnne Khounlo-Philavanh  
1915 Prospect Road, Suite 1200  
Des Moines, Iowa 50310

Sincerely

*JoAnne Khounlo-Philavanh*

JoAnne Khounlo-Philavanh  
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](mailto: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**

**B7259 Interior Lighting Retrofit**  
Specifications, Special Terms, & Conditions

**EXTENSION #1**

**Lighting Specifications**

**Item #1**

2' x 4' LED Troffer (4,000) Lumens  
Must be DLC Listed  
L70 lifetime of equal to or greater than 50,000 hours  
Color Temperature of 4,000K  
Initial Delivered Output of Approximately 4,000 lumens  
Control: 0-10V dimming  
Input Voltage: 120-277 VAC

**Item #2**

2' x 4' LED Troffer (5,000 lumens)  
Must be DLC Listed  
L70 lifetime of equal to or greater than 50,000 hours  
Color Temperature of 4,000K  
Initial Delivered Output of Approximately 5,000 lumens  
Control: 0-10V dimming  
Input Voltage: 120-277 VAC

**Item # 3**

4' Surface Luminaire (2,500 lumens)  
Must be DLC Listed  
L70 lifetime of equal to or greater than 50,000 hours  
Color Temperature of 4,000K  
Initial Delivered Output of Approximately 2,500 lumens  
Control: 0-10V dimming  
Input Voltage: 120-277 VAC

**Item #4**

4' Surface Luminaire (4,000 lumens)  
Must be DLC Listed  
L70 lifetime of equal to or greater than 50,000 hours  
Color Temperature of 4,000K  
Initial Delivered Output of Approximately 4,000 lumens  
Control: 0-10V dimming  
Input Voltage: 120-277 VAC

**Item #5**

4' Linear LED T8 Lamp (ballast compatible)  
Must be DLC Listed  
Must be compatible with >80% of electronic T8 ballasts, including instant, programmed, and rapid start ballasts  
Color temperature of 4,000K

**Item #6**

4' Linear LED T8 Lamp and driver retrofit system for 2-lamp retrofits. (Existing ballasts will be removed by others). Include new lamp mounting hardware if required.  
Must be DLC Listed  
Color temperature of 4,000K

**FORM OF PROPOSAL****B7259 Interior Lighting Retrofit****EXTENSION #1****Conflicts between terms**

The District reserves the right to accept or reject any exceptions taken by the Provider to the terms and conditions of the renewal. The renewal shall be construed in accordance with the policies and procedures of the District. When conflicts between the District's general terms and condition and those detailed here, then those detailed in this document shall prevail. When differences exist between statutes and regulations affecting this procurement, interpretation shall be in favor of the best interest of the District. Any action relating to the resulting award shall only be commenced in Polk County, Iowa District Court or the United States District Court for the Southern District of Iowa.

**Pricing**

Provider pricing shall be FOB (freight cost included in the price of the fixtures) Des Moines, IA., and shall be firm through the contract period. This contract will be renewed at the conclusion of the fiscal year and prior to beginning of new fiscal year if mutually agreed upon and if the renewal is in the best interest of the District. The submitted price for the fixtures shall be the total cost to the District no other costs will be accepted. Do not include sales tax in the price quotation; the District is exempt from paying sales tax.

**Employee Practices**

In the event the Provider is required to be present on district property then: The Provider and his subcontractors shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any person considered by the Facility Manager to be unfit or not skilled in the work assigned. The Provider shall also keep its employees and those of its subcontractor from socializing upon the site of the work after normal work hours and from fraternizing at any time with staff, students, parents, and other persons who are at the school or the site of the work. No Provider shall allow any of its employees listed on the Iowa Sex Offender Registry to perform work on District projects. The District has interpreted an "unfit employee" for purposes of this contract to be any employee currently listed on the Iowa Sex Offender Registry. Provider must complete and submit "Sexual Offenders Acknowledgment Form" with their proposal. Employee background checks are the responsibility of the Provider and his subcontractors. The Des Moines Independent Community School District is a drug-free and smoke-free zone. In furtherance of this standard, the Provider shall establish and maintain a safe and efficient work environment for all employees, free from the effects of smoke, alcohol, controlled substances, and illicit drugs. Smoking shall be prohibited at all times on school property, including parking lots and inside of any private vehicles on school property. The manufacture, distribution, dispensing, possession, or use of alcohol, controlled substances, and illicit drugs is prohibited on or adjacent to the project site and all of the District's property at all times. Illicit drug use is the use of illegal drugs and the abuse of alcohol and other drugs, including anabolic steroids. Controlled substances are drugs specifically identified and regulated under state or federal law and include, but are not limited to, opiates, narcotics, cocaine, amphetamines and other stimulants, depressants, hallucinogenic substances, and marijuana. The Provider will strictly enforce these prohibitions among its own employees and its subcontractors and their employees at all times.

Employees who violate these prohibitions will be subject to disciplinary action by their employers up to and including termination and may be denied access to the site of the work. Violation of this provision shall also constitute sufficient grounds for termination of the Contract or any subcontract without damages or penalty to the District.

**FORM OF PROPOSAL****B7259 Interior Lighting Retrofit****EXTENSION #1****Employee Practices**

Because it is the desire of the Des Moines Independent Community School District to encourage equal employment policies, all Providers, including suppliers supplying goods or services to the School District, are expected to comply with the spirit of equal opportunity employment, as well as with the letter of all applicable statutes and regulations. Compliance shall require Provider not to discriminate and, in addition, to take reasonable affirmative action to ensure that members of minority groups are effectively accorded equal employment opportunities.

The Provider shall be responsible to the District for the acts and omissions of all its employees. The Provider shall further be responsible for the acts and omissions of all subcontractors, their agents and employees, and all other persons acting on behalf of the Provider or subcontractors as set forth herein. The employees of the Provider or Subcontractor will be the responsibility of the contracting awardee and shall not be considered employees of the District in any manner.

**Ordering**

All products shall be ordered on an as needed basis. The District shall not be required to make any minimum or maximum total purchases under the resulting award, however the District intends to purchase on a quarterly basis to improve pricing and delivery costs. Providers are encouraged to offer a discount schedule for larger orders which meet a specific minimum quantity and / or a higher dollar amount per order, however. Substitutions shall not be shipped with prior authorization from DMPS Facility Management. Backorders shall not be made unless approved by Facility Management.

**Delivery**

Delivery shall be required within forty (40) working days or less after receipt of an authorized District purchase order. All orders are to be shipped F.O.B destination. The proposed discount must be such that freight charges are included in the award pricing. The District makes no guarantee as to the quantity required, quantities listed are provided to give Providers an indication of anticipated demand.

**Payment Terms**

Prepayment shall not be made for any product or service requested herein. Payment is normally processed 45 days after receipt of invoice. Invoices must be itemized, reference the Districts purchase order number and be submitted to Facility Management as detailed on the purchase order. The District reserves the right to pay for all products delivered using a procurement card (PCard).

**Cancellation**

The District reserves the right to cancel any award with a thirty day (30) written notice.

**Assignments**

Any purchase order resulting from this proposal shall not be assigned or transferred by either party without the prior written consent of the other party.

**Public Inspection**

The laws of the District require that at the conclusion of the selection process, the contents of all bids shall be placed in the public domain and be open to inspection by interested parties.

**Disposition of Bids**

All bids become the property of the District and will not be returned to the Provider.



### Acknowledgement & Certification

Electrical Engineering & Equipment (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 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.

A handwritten signature in black ink, appearing to be a stylized representation of the letters "M" and "E" followed by a long horizontal stroke.