

A. Period of Contract

This contract is for the period June 1, 2014 through June 30, 2015. 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.

Any inquiries regarding the request's scope of work must be sent in writing to: mark.mattiussi@dmschools.org no later than 4/3/14 Inquiries received after that date will not be accepted.

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, (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 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.



Acknowledgement & Certification

_____ (“Company”) is providing services to the Des Moines Public School District (“District”) as a vendor, supplier, contractor or subcontractor and/or is operating or managing the operations of a vendor, supplier or contractor. The services provided by the Company may involve the presence of the Company’s employees upon the real property of the schools 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 schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor or supplier of services or volunteer at the schools of 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 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.

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.

Date: _____
Name of contractor

By: _____

Printed Name: _____

Title: _____