



FORM OF PROPOSAL

Des Moines Independent Community School District – Division of Purchasing
1915 Prospect Road Suite 1200, Des Moines, IA 50310
Phone (515)242-7751 Fax (515)242-7550

No: B7027
Date Issued: 6/4/14
Date Due: 6/18/14
Time: 3:00 p.m.

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. **Mark Mattiussi, Purchasing Agent**

Pricing Schedule (Core Items)

Quote the Core List as per attached worksheet (Attachment B) and in unit of measure listed not necessarily in the unit of measure sold

Pricing Schedule (Non-Core Items)

Non-core list items list percent % discount off Manufacturer’s suggested retail price.

Baseball Uniforms	_____	%
Basketball Uniforms	_____	%
Bowling Uniforms	_____	%
Cheer Uniforms	_____	%
Cross Country Uniforms	_____	%
Football Uniforms	_____	%
Golf Uniforms	_____	%
Tennis Uniforms	_____	%
Track & Field Uniforms	_____	%
Soccer Uniforms	_____	%
Softball Uniforms	_____	%
Swimming & Diving Uniforms	_____	%
Volleyball Uniforms	_____	%
Wrestling Uniforms	_____	%

This contract is for the period July 1, 2014 through June 30, 2015. The District reserves the option to renew the contract with the successful bidder 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 **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.** Delivery shall be to the Des Moines Independent Community School District between the hours of 8:00 a.m. and 3:30 p.m. at: Various locations per the Attachment

Company Name		Street Address	
Company Representative		City	State
Title	Phone	Fax	

THIS FORM AND EACH ADDITIONAL FORM OF PROPOSAL, IF ANY, MUST BE SIGNED. SUBJECT TO THE TERMS AND CONDITIONS AS FOUND ON THE DMPS WEBSITE: <http://www.dmschools.org/wp-content/uploads/2011/10/GeneralTermsConditions2012.pdf>



Sport & Cheer Uniforms Special Terms & Conditions

Scope

The Des Moines Independent Community School District (District) on behalf of itself and any local public entity or school system is soliciting proposals from qualified providers of sport and cheer uniforms as described in this request for proposal.

Objectives

To establish a contract that will fix costs of essential uniforms (Core List) as well maintain a firm discounting level for other sport & cheer uniforms (Non-Core) used by the District for the contract period. 2.) To establish a renewal process that will allow the District to review at the end of each fiscal year the effectiveness of the contract and to make the determination to continue the contract (up to four additional years) or submit the business to open solicitation. 3.) The intent is to limit the number of providers of such products and services as well as lower the District's cost for such expenditures. 4.) The District will also seek the ability to add other public entities or school systems by mutual agreement with the Awardee.

Contract Period and Renewals

The contract will begin on July 1, 2014 and end on June 30, 2015. The District reserves the right to renew the contract for four additional years at its discretion. The District will advise the Awardee prior to the close of each fiscal year to review the core products offering and discuss any changes in product offering or discounting levels.

Qualifications

It shall be the District's decision to disqualify any bidder based upon their response to completely and accurately respond to the questions list in Attachment "A"

Assignment of Duties

Upon selection the Awardee must assign the following support within their organization: a senior manager with the authority to enter such an agreement, a dedicated domestic representative assigned to the account able to place orders, process credit returns, resolve invoicing issues as well as answer general questions from District personnel. The District prefers the Awardee have the ability to maintain an online catalog and ordering platform dedicated to the District's account. While failure to have such a platform will not disqualify a bidder, the ability of such a platform will weigh heavily in the evaluations of proposals. Finally the Awardee will be asked to notify the District if any changes are made to their assigned account personnel. Failure to maintain this support structure or notification of changes to assigned personnel may be grounds to terminate the contract by the District.

Pricing

Pricing shall remain firm throughout the contract period from July 1, 2014 until June 30, 2015 for all Core List products. All discounting percentages from manufacturer's suggested retail for all items not covered by the core list (Non-Core List) shall also remain in force for the same time period.

**Sport & Cheer Uniforms
Special Terms & Conditions**

Pricing

The District reserves the right to renew the contract for four additional one year periods if it is deemed in the best interest of the District. Prior to the conclusion of each contracted year the District will advise the Awardee of its intent to renew for the next upcoming year, at which time core list pricing and discounting levels will be negotiated. The District at its sole discretion will have the last right to accept or reject each subsequent renewal proposal.

By submitting a proposal, the bidder acknowledges that the core list pricing and catalog discounting percentages submitted are their best offer and will be considered final, no further negotiations will take place once the bidder has submitted their proposal and rebate offers will not be considered. The bidder further guarantees that all purchases made at their retail locations (if they have them) will receive the same pricing for all core list and catalog discounted items as being submitted in their proposal.

All pricing must be made in the unit of measure as detailed in the proposal for the core list items, regardless of how the bidder may package or sell the item. The District will use the pricing information submitted and will not make any corrections or seek clarifications on the pricing submitted. The bidder's proposal may be disqualified if they fail to price each item according to the unit of measure as directed on the core list. *(See Bid Submissions for expected level of quality and use of requested products.)*

Questions & Inquiries

In order to efficiently and effectively communicate the desires of the District, bidders are required to submit their inquiries by email to by **6/11/14**. Verbal questions or inquiries will not be accepted. All inquiries will be addressed individually however a summary of all questions and responses will be posted on the District's website, <http://www.dmschools.org/departments/operations/purchasing-central-stores/purchasing/open-proposals/>. If any substantial changes are made to the bid proposal as a result of the inquiries an addendum will be issued to the proposal. Failure to make such inquiries, investigations and examinations shall not relieve the Awardee of the obligation to comply, in every detail, with all the provisions and requirements of the bid nor shall it be a basis for any claim whatsoever for alteration in any term or payment required by final agreement.

Bid Submission

Proposals must be prepared and submitted in compliance with all provision of this request. Failure to comply with all the provisions of the bid request may result in disqualification of the proposal. All proposals must be submitted in sealed envelopes with the bid number clearly marked on the outer cover and must be received, and time stamped by the District's Purchasing department no later than **3:00 p.m. 6/18/14**. If any addenda are issued to clarify the desires of the District then the addenda must be signed and submitted with the bidder's proposal, failure to submit all addenda will result in disqualification of the proposal. All proposals are to be addressed to:

Des Moines Public Schools
1915 Prospect Road
Suite 1200
Des Moines, Iowa 50310
Attn: Purchasing Agent

Sport & Cheer Uniforms Special Terms & Conditions

Bid Submission

The proposal package must include the following:

- Signed Form of Proposal
- Vendor Information Form, including references
- Signed copy of the vendor questionnaire form

Proposals received after the time and date stipulated will not be considered and will be returned to the bidder unopened. All proposals must be submitted using the forms provided by the District, and all pages must be returned in order for the proposal to be considered responsive. The use of internal forms or quotation sheets will not be accepted, any proposal submitted using forms other than those supplied by the District will be considered non responsive and will not be considered. All documents submitted must be typed or computer generated, hand written submissions will not be accepted.

Bidders must submit pricing on the Core List based upon the District's unit of measure, as stated in the Pricing section. The District prefers the product(s) specified, however if bidders wish to bid an alternate product, the submitted item must be of equal or greater quality as deemed by District personnel. The District reserves the sole right to accept or reject alternative product submissions. Bidders should be made aware that sample requests for alternative product(s) may be requested; samples will be returned to the bidder at their expense or made available at the District's Purchasing department for pickup. In the evaluation of alternative product the District may request product information from the bidder. The bidder will be responsible for supplying the District with the requested information in a timely manner or have their proposal rejected for non-responsiveness. *Bidders are asked to submit proposals for product of median or higher level of quality for those items listed without a specified manufacturer or model number. All products, unless stated, will be used by the District's middle and high school participants. The District reserves the sole right to accept or reject all product submissions. As mentioned above, bidders are to submit discount percentages from manufacturer's suggested retail for all items not covered by the core list (Non-Core List).*

Trade Secrets / Proprietary Information / Opens Records

The laws of Iowa require that at the conclusion of the selection process the contents of the information packages be placed in the public domain and be open for inspection by interested parties. The District will treat all information submitted by Bidders as public information. The District's release of information is governed by Iowa Code chapter 22. Bidders are encouraged to ***familiarize themselves with chapter 22 before submitting a Bid.*** Bidders are advised that the District does not wish to receive confidential or proprietary information and Bidders are not to supply such information except when it is absolutely necessary. Any request for confidential treatment of specific information must be included in a transmittal letter with the bid stating the exact section of the law that would allow for such treatment.

Requirements

In order to maximize the use of public funds the District requires all bidders to submit their best pricing proposals as well as meet these additional requirements:

- The selected bidder must be capable of processing individual purchase order received via fax or email.
- The selected bidder will be requested to provide electronic product information with an online catalog.
- The selected bidder must be capable of delivery to all sites within the District as detailed in the appendix attached. All shipments are to be made **FOB destination prepaid, without exception.**

**Sport & Cheer Uniforms
Special Terms & Conditions**

Requirements

- The selected bidder must be capable of providing packing lists for all shipments and the packing lists must include the District's purchase order and the name of the originating party of the purchase order, clearly affixed to the outside of the shipment.
- The selected bidder must be capable of producing invoices which detail each invoiced line number, item description, quantity ordered, unit cost and total cost for the line, similar in fashion as the District's purchase order. Each invoice will clearly reference the District's purchase order number and ship to address as indicated on the original purchase order. The bidder will not commingle different purchase orders on their invoices and will submit all invoices to:

Des Moines Independent Community School District
901 Walnut Street
Attn: Accounts Payable
Des Moines, IA. 50309
- The selected bidder must be capable of providing electronic invoicing in the event the District requires such methods of processing.
- The selected bidder must be capable of working with the District, by mutual agreement, to add or subtract items off the core list on an annual basis, and that the District reserves the right to adjust list upon this review.
- The selected bidder must be capable of notifying the District within 10 calendar days of a core item being discontinued or otherwise not available. The bidder must provide exact or higher value replacement(s) for any / all discontinued core items. The bidder must be able to provide samples for approval of the replaced items, and if a suitable replacement cannot be obtained from the bidder the District reserves the right to choose another vendor for the item.
- The selected bidder must be capable of guaranteeing to the District that no shipment is made without a District purchase order and that any unauthorized shipment or substitution of product will be considered a breach of the agreement and grounds for termination.
- The selected bidder must be capable of providing, a dedicated domestic account contact responsible for the data entry of orders, processing credit returns, invoice problem resolution and responding to general questions.
- The selected bidder must be capable of allowing other public entities the use of this agreement with written permission from the Awardee and the District.
- The District would prefer that the selected bidder be capable of furnishing continuous quality service by electronically confirming receipt of all purchase orders to the originator, electronically responding in a timely manner to all inquiries, making all required corrections to orders, adhering to stated lead times, issuing return authorizations and credits for returned merchandise within five (5) days from the date of the return, notifying the originator of backordered items with estimated time of arrival.
- The selected bidder must be capable of allowing the District to return items that are new, unused and unopened condition within thirty calendar days (30) after delivery or pick up at their retail location(s) as long as the item(s) were not special made or ordered specifically for the District, but are of a commodity / stock nature.
- The selected bidder must be capable of allowing the District to use the terms, conditions and pricing of this proposal at any / all of their retail locations.

Sport & Cheer Uniforms Special Terms & Conditions

Method of Ordering

The District may place a purchase order with the Awardee, but retains the right to use a Procurement Card (P Card) to order product or services. If the Awardee has retail locations they must allow District personnel to use P Cards at those retail sites in order to process emergency / needed purchases.

Evaluation

The District reserves the right to reject any and/or all bid proposals and to waive informalities or irregularities in the proposals and to enter into such contract or contracts as shall be deemed in the best interests of the District. The award will be made to the bidder that best meets the needs of the District based upon the evaluation criteria. The District is not required to award the lowest cost proposal. Proposals may be rejected for the following reasons:

- The Bidder misstates or conceals any material fact in their Proposal.
- The Bidder's Proposal does not strictly conform to the law or requirements of the bid request.
- The Bid Proposal does not include all requested documents.
- The Bid has not been properly executed by signature of an authorized representative of the Bidder
- The bidder is currently in debt to the District
- The bidder has failed to faithfully executed contracts in the past
- The bidder is currently under suspension or debarment by any local, state or federal government
- The bidder has pending litigation against the District

The District reserves the right to reject any and all bids, re-advertise the solicitation, postpone or cancel the bid and use any evaluation criteria it deems appropriate for this solicitation without incurring any cost for the preparation of proposal by any bidder. The District intends to review each proposal for completeness and adherence to the requested format, convene staff necessary to evaluate each bid objectively and grade the proposal on its merit and responsiveness, and to make a final recommendation(s) to administration for the proposal deemed to be in the best interest of the District.

The evaluation criteria will include (but not limited to) the following:

Company Profile / Experience

- Service
- Staffing
- Product / service quality
- Pricing
- Completeness of their proposal

Award

District Administration will review, approve and send to the District's Board for final approval at the earliest meeting. The award is predicated on the following:

- The General Terms and Conditions, The Statement of Services, the Bidder's Proposal, written letters, addenda and the Purchase Order are collectively an integral part of the contract between the District and the Awardee.
- The Awardee shall assume the entire responsibility and liability for any and all damages caused by or resulting from or arising out of the negligent or willful unauthorized disclosure of any confidential information on the part of the Awardee.

**Sport & Cheer Uniforms
Special Terms & Conditions**

Award

- The Awardee 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 Awardee or any of its agents, employees, or representatives.
- Awardee shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, this contract.
- If necessary the District may require an "Accord" Insurance Certificate from the Awardee.
- If an insurance certificate is required the Awardee must provide an insurance certificate with the amounts and types of the insurance listed below. The District must be notified in writing 15 days in advance of any changes with the bidder's insurance policy.

<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 Awardee.

- Award of this contract will be based on an item-by-item basis, a group basis, or an aggregate basis; whichever method is most beneficial to the District.
- If required by the District the Awardee must also complete a Sexual Offender Certificate.
- No guarantee is expressed or implied as to the amount that will be expended during the contract period(s). Any quantities listed in the proposal are based on past usage and do not reflect future purchases. The District will not be obligated to procure office supplies subsequent to the award of this bid.

Termination or Cancellation

In order to protect the vested interests the District, and to ensure the efficient utilization of dollars, Awardee shall comply with all contractual obligations contained in the General Terms and Conditions, Special Conditions and The Form of Proposal, addenda and email correspondence. With respect to these obligations, the District will report any non-compliance issues in writing to the Awardee for corrective action. The Awardee will have twenty (20) working days to correct the issue(s). Continued non-compliance by the Awardee shall be the District's justification for placing the Awardee's contract on probation status or termination, at which time the District will communicate in writing to the Awardee its decision to terminate or cancel the agreement within thirty calendar days (30) of the termination notice. 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 days (30) 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.

**Sport & Cheer Uniforms
Special Terms & Conditions**

Conflict of Terms

In the event a conflict arises between the District's General Terms and Conditions and the Special Terms and Conditions, then the Special Terms and Conditions will prevail. In the event there are any conflicts between the Form of Proposal and any addenda exist then the information detailed in the addenda shall prevail.

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.

Disposition of Information Packages

All information packages become the property of the District and will not be returned to the respondent.

Audit or Examination of Contract

Bidder 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 bidder relating to the orders, invoices, or payment of this contract.



**Vendor Profile / Information
Attachment "A"**

Business Name: _____

Number and location of distribution centers: _____

Number of years of continuous operation: _____

State the location of the dedicated domestic account representative(s) assigned to the District: _____

Submit your Federal ID number and the latest Dun & Bradstreet Rating (if available): _____

Provide a list of three public entities (preferably school district's) in which your company has conducted business with for the past two years:

State the company's first time fill rate for orders processed the past twelve months: _____

State the company's backorder policy: (fill vs. kill) _____

State the company's average days to complete a backorder: _____

Detail the company's backorder notification system, i.e. will it include anticipated due date: _____

State the company's average number of days to ship an order after receipt: _____

State restocking fees for products returned after thirty days: _____

State the company's ability to accept orders directly via online ordering: _____

State the company's ability to customize your catalog online for the District: _____

State the company's ecommerce abilities including order entry, order confirmations, shipping notifications, order tracking, backorder notification, invoicing, credit returns, and credit memo generation: _____

State the company's ability to ship directly to the individual sites: _____

Detail the information found on your packing list, i.e. District purchase order, Originator, etc.: _____

State the company's average lead time for core items: _____

State the company's average lead time for non-core items: _____

State the company's policies / procedures regarding minimum orders: _____

Costs to process a minimum order: _____

Describe the company's ability to produce customized management reports based on District needs: _____

Explain your company's process to resolve any complaints, problems or issues: _____

Submit the names and biographies for the following:

Domestic account representative to be assigned to the District's account: _____

Senior Manager to be assigned to the District's account: _____



**Core List
Attachment "B"**

Cheerleading Uniforms

Skirt

Manufacturer: Chasse'

Model: 412KS

Description: Double knit polyester, 16 knife pleat,
Cheer, back zipper, four stripe tape on hem
8 colors available sizes Youth XS-3XL, Adult XS-3XL
Manufacturer Proposed: _____
Model Proposed: _____

\$ _____ / each

Top

Manufacturer: Chasse'

Model: 409PT

Description: Double knit polyester, diamond cheer shell
8 colors available, tackle twill full block initials
two color, side zipper, straight bottom
sizes Youth XS-3XL, Adult XS-3XL
Manufacturer Proposed: _____
Model Proposed: _____

\$ _____ / each

Briefs

Manufacturer: Chasse'

Model: BR200

Description: 100% Stretch nylon boy-cut briefs,
C-dri moisture management Fabric
12 colors available
sizes Youth XS-3XL, Adult XS-3XL
Manufacturer Proposed: _____
Model Proposed: _____

\$ _____ / each

Poms

Manufacturer: Chasse'

Model: P14410

Description: Streamer Length: 3/4"W X 6"L
Baton Handle Only
Second Color is White
Approximately 1400 Streamers / Pom
Manufacturer Proposed: _____
Model Proposed: _____

\$ _____ / each

Volleyball Uniforms

Shirt #1

Manufacturer: Badger

Model: 3614 Sleeveless Jersey

Description: 3.5 oz., 100 % moisture management performance, women's cut, paneled shoulder for max movement, embroidered school logo, double needle stitched, 15 colors sizes Youth XS-3XL, Adult XS-3XL

\$ _____ / each

Manufacturer Proposed: _____

Model Proposed: _____

Shirt #2

Manufacturer: Non Specified

Model: Non Specified

Description: 4.0 oz., 100 % moisture management performance, women's cut, "V cut collar screened school logo, 11 colors sizes Adult XS—3XL

\$ _____ / each

Manufacturer Proposed: _____

Model Proposed: _____

Shorts #1

Manufacturer: Badger

Model: 4116 B-Core Ladies

Description: 100 % moisture management performance, women's cut, 5" inseam, double needle hem, 1 1/2 " covered elastic and draw cord, 15 colors sizes Youth XS-3XL, Adult XS-3XL

\$ _____ / each

Manufacturer Proposed: _____

Model Proposed: _____

**District logos are available for review by emailing mark.mattiussi@dmschools.org*



**Sports & Cheerleading Uniforms
School Locations
Attachment "C"**

High Schools

Central Campus	1800 Grand Ave, 50309
East High School	815 East 13th St, 50316
Hoover High School	4800 Aurora, 50310
Lincoln High School	1000 SW 9th St, 50315
Lincoln South (9th Gr)	1000 SW Porter St, 50315
North High School	501 Holcomb Ave, 50313
Roosevelt High School	4419 Center St, 50312

Middle Schools

Brody	2501 Park Ave, 50321
Callanan	3010 Center St, 50312
Goodrell	3300 East 29th, 50317
Harding	203 E. Euclid, 50313
Hiatt	1214 East 15th St, 50316
Hoyt	2700 East 42nd St, 50317
McCombs	201 County Line Rd, 50320
Meredith	4827 Madison Ave, 50310
Merrill	5301 Grand Ave., 50312
Weeks	901 SE Park Ave., 50315