



Des Moines Public Schools
Request for Proposal
B7029

NOTICE TO BIDDERS

Des Moines Public Schools will receive sealed proposals for Marketing Services (Positive Behavioral Interventions & Support Program (PBI&S) – East High School) until 3:00 p.m. on June 24, 2014. Proposals will be received by the District's purchasing agent at his office: 1915 Prospect Road, Suite 1200 Des Moines, Iowa 50310.

Bidders are requested to submit a signed original as well as an electronic copy (preferably in a PDF format). Inquiries regarding interpretation of this request and other questions shall be addressed at the bidders meeting held on June 20, 2014 at East High School

Calendar of Events

Issuance Date	6/10/14
Bidders Meeting – East High School	6/17/14
Due Date	6/24/14
Decision & Approval	7/01/14

For a complete set of documents please visit our web site at:

<http://www.dmschools.org/departments/operations/purchasing-central-stores/purchasing/open-proposals>

B7029 Marketing Service– PBI&S East High School

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 marketing services to promote the PBI&S program at its East High School location. Additional services may be required if programs and funding become available for other District locations.

Objectives

The State of Iowa's Department of Education (DE) has mandated schools provide, implement and sustain multi-tiered systems of support focusing on safe, healthy, and caring learning environments that include well defined systems, practices, and data at each tier, resulting in improved behavioral and academic outcomes. (A complete explanation of the DE program can be viewed at <https://www.educateiowa.gov/pk-12/learner-supports/positive-behavioral-interventions-supports-pbis>) East High School is seeking assistance from a marketing service to help with implementing a communication program as defined in the scope of work.

Qualifications

It shall be the District's sole discretion to disqualify any bidder based upon their response to completely and accurately respond to the information requested in this bid proposal or the "Vendor Qualification Questionnaire".

Assignment of Duties

Upon selection the Awardee must assign a representative that will work directly with the PBI&S team at East High School from inception to completion of the project and be available physically to address any / all concerns as they arise during the program's implementation through its completion.

Pricing

Pricing shall remain firm throughout the project. The bidder's proposal will be deemed their best and final offer. The District will not accept any additional costs post award unless the scope of work has been changed by the District at which time the Awardee and District shall negotiate the costs for the required changes.

Questions & Inquiries / Bidders Conference

In order to efficiently and effectively communicate the desires of the District, bidders are encouraged to attend a Bidder Conference at 9:00 a.m. on June 17, 2014 at East High School. Bidders are asked to meet school staff at the schools office located near S.E. 14th Street. Bidders may park in the visitor's parking located directly in front of the main office. Conference attendees are encouraged to contact the District's Purchasing department to receive a map of the office and available parking. The District will issue addenda if changes occur as a result of this conference.

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. on June 24, 2014.

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Bid Submission

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

The proposal package must include the following:

- Signed Form of Proposal Worksheet
- Signed copy of the vendor questionnaire form
- Addenda if issued
- References
- Signed Offender Acknowledgement

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 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.

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 or is requested by the District. Any request for confidential treatment of specific information must include a transmittal letter with the bid detailing the area of the bid seeking request this treatment as well as stating the exact section of the law that would allow for this consideration. The District will not be held responsible for any dissemination of confidential information, if the proposal is not conspicuously marked and detailed as directed by this section.

Scope of Work

The DMPS is requesting proposals from marketing communication firms to provide a comprehensive results-driven marketing and communication program to promote the Iowa Department of Education’s Positive Behavioral Interventions & Support (PBI&S) program at its East High School location. The PBI&S program is designed to provide, implement and sustain multi-tiered systems of support focusing on safe, healthy, and caring learning environments that include well defined systems, practices, and data at each tier, resulting in improved behavioral and academic outcomes.

Deliverables:

A brief outline detailing how your firm would perform the following:

Please include milestone completion dates for each phase of the program, as installation of signage will conclude this phase of the program’s start up.

Strategy:

Develop a marketing strategy which includes messaging, brand recognition, and informational depository location and access.

Logo:

Design the program’s logo for East High School

Signage:

Develop the design, type, number, size and location of all signs required to effectively promote the program. Bidders must be present during the installation of all signage beginning on August 8, 2014.

Procurement:

Using the signage plan above; source a fabricator for all signage delivered and ready for installation no later August 8, 2014. Indicate your costs to provide this service in the form of proposal.

Required:

This project will require providers of this service to be physically available to school staff in order to meet the schedule presented. The District will review all submissions however bidders will need to provide for a local presence as required by the staff at East High School.

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(s) 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.

Evaluation

- 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 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
- Staffing
- References
- Schedule of milestone dates
- Pricing
- Completeness of the proposal

Award

District staff will review and make a recommendation to the site administrator for approval. The award is predicated on the following:

- The General Terms and Conditions, The Scope of Work, 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.
- 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.
- The District may require an "Accord" Insurance Certificate from the Awardee.
- The insurance certificate will require 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.

Forms

Workers' Compensation
Automobile Liability
Commercial General Liability,

Limits

Statutory
\$1,000,000 Combined Single Limit
\$1,000,000 Combined Single Limit

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Award

(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 Awardee.

- Award of this contract will be based on the method that is most beneficial to the District.

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) business days to correct the issue(s). Continued non-compliance by the Awardee shall be the District's justification for terminating the Awardee's contract with the District. 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 twenty business days (20) 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. All disputes will be settled according to the laws as recorded in Polk County, Iowa.

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.



Qualifications Questionnaire

Executive Summary: Please include an executive summary detailing your understanding of the requirements for this request (one – two paragraphs).

Contact Information

Please complete these sections below indicate the structure of your organization, its ability to conduct business in the State of Iowa, as well as provide the financial and insurance information as requested.

Contact: _____

Title: _____

Name of Firm: _____ Check One _____ Corporation

Address: _____ _____ Partnership

_____ _____ Individual

_____ _____ Joint Venture

Phone: _____ _____ Other

Fax: _____

Years in business: _____ Years the organization has been under its present name: _____

Former names used by your organizations: _____

Corporations:

Date of incorporation: _____ State of incorporation: _____

President's Name: _____

Vice President's Name: _____

Secretary's Name: _____

Treasurer's Name: _____

Individuals / Partnerships:

Date of organization: _____

Names and Addresses of all individuals and partners: _____

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Qualified States & Business:

Is your company qualified to do business in Iowa? _____

If yes, what is your Contractor Registration Number? _____

List the states in which partnership or trade name is filed: _____

Organizational Structure & Personnel:

Provide an organizational chart indicating the individuals or positions that would work on and have knowledge of the project with the District. Provide the resumes of the key individuals of your organization who will managerially oversee and directly work this account, include their professional qualifications and ability to perform the required services as well as the numbers of years' experience providing the required service.

Questionnaire:

What is the primary scope of your organization's operation (What areas does your company excel)? _____

Indicate the total number of years your firm has provided the requested services _____

Detail:

Detail your organizations current contracts with public entities that have the same characteristics and complexities as the DMPS *(The names of the entities are not required at this point however we reserve the right to contact the organizations during our evaluation process)* _____

Detail any / all judgments, pending, or expected litigation or other real or potential financial reversals that might materially affect the viability or stability of the proposing organization or warrant that no such conditions exist. _____

Provide information about the organizations policies, practices, and standards for maintaining the confidentiality and integrity of the client's data, and information. _____

Provide information on how the organizations regarding dispute resolution _____

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Insurance:

List the name, address and contact of the organization’s insurance agent(s):

Financial Information:

List the name, address and contact of your organizations bank(s) or your D&B #:

The District may, at any time, investigate a bidder’s ability to perform the work. The District may ask for additional information about a company and its work on previous contracts. Please be aware that the District may use sources of information not supplied by the bidder concerning the abilities to perform this work. Such sources may include, for instance, current or past customers of the organization; current or past suppliers; articles from communications and related publications; articles from other published sources such as industry newsletters or from non-published sources made available to the District.

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References

Provide a listing of at least three (3) references for which the company has provided similar services within the last three (3) years, and whose complexities are similar to those presented in this proposal:

Customer name: _____

Address: _____

City / State / Zip: _____

Contact name: _____

Contact title: _____

Telephone: _____

E-mail address: _____

Customer name: _____

Address: _____

City / State / Zip: _____

Contact name: _____

Contact title: _____

Telephone: _____

E-mail address: _____

Customer name: _____

Address: _____

City / State / Zip: _____

Contact name: _____

Contact title: _____

Telephone: _____

E-mail address: _____



Exceptions

List and detail any / all exceptions with the scope of work, general or special terms and conditions as presented or omissions you feel need to be addressed.



Form of Proposal

Based upon the Scope of Work please indicate your costs to perform the required services. Your proposal shall clearly state all of the costs associated with the service requested. No other costs post award will be accepted:

Cost of Marketing Services – PBI& S – East High Schools:

Marketing strategy	\$ _____
Logo Development	\$ _____
Signage plan	\$ _____
Signage Procurement	\$ _____
Miscellaneous (Explain: _____)	\$ _____
Total	\$ _____

Company Name: _____

Street Address _____

City / State/ Zip _____

Contact Phone Number _____

Contact Fax Number _____

Contact Email Address _____

Authorized Representative Signature X _____

Representative Name (print) _____

THIS FORM AND EACH ADDITIONAL FORM OF PROPOSAL, IF ANY, MUST BE SIGNED. BY SIGNING THIS DOCUMENT THE BIDDER UNDERSTANDS AND AGREES TO COMPLY WITH ALL PROVISIONS AND REQUIREMENTS AS DETAIL IN THIS REQUEST FOR PROPOSAL, UNLESS NOTED IN THE EXCEPTIONS TAB. THEY AGREE TO PROVIDE ALL SERVICES AS DEFINED IN THE SCOPE OF SERVICES AND THE TERMS AND CONDITIONS AS SPECIFIED IN THIS DOCUMENT. BIDDER AGREES TO COMPLY WITH ALL LOCAL, STATE AND FEDERAL LAWS. THE BIDDER ASSURES TO THE BEST OF THEIR ABILITY THAT ALL INFORMATION SUBMITTED IS ACCURATE AND WAS SUBMITTED WITHOUT COLLUSION WITH ANOTHER PARTY. BY SIGNING THIS PROPOSAL THE SIGNATORY CERTIFIES LEGAL AUTHORITY TO BIND THE PROPOSING ENTITY TO THE PROVISIONS OF THIS PROPOSAL AND ANY CONTRACT AWARD PURSUANT TO IT. BY SIGNING THIS DOCUMENT, THE BIDDER DECLARES THERE ARE NO CONFLICTS OF INTEREST BETWEEN THE BIDDER AND THE DISTRICT. FURTHERMORE THE BIDDER CERTIFIES THAT NEITHER THEY NOR THEIR SUBCONTRACTORS HAVE EVER BEEN DISBARRED BY ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL AGENCY.



Attachment

**Exhibit A
Offender Acknowledgement**

_____ (“Bidder’s Company Name”) 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.

Dated: _____

_____ [Company’s Name]

By: _____

Printed Name: _____

Title: _____