

**GENERAL CONDITIONS FOR THE PURCHASE OF SUPPLIES AND EQUIPMENT
FOR THE DES MOINES INDEPENDENT COMMUNITY SCHOOL DISTRICT
DIVISION OF PURCHASING**

1915 PROSPECT ROAD SUITE 103 • DES MOINES, IA 50310

**IMPORTANT - READ CAREFULLY BEFORE MAKING BID
THIS BID INVITATION ISSUED BY THE BOARD OF DIRECTORS, DEPARTMENT OF PURCHASING**

INVITATION FOR BIDS

Sealed bids will be received by the purchasing agent of the Des Moines Independent Community School District, at his office, Division of Purchasing, Des Moines Independent Community School District, 1915 Prospect Road Suite 103, Des Moines, Iowa 50310, date and time as stated in Form of Proposal for the supplies and equipment described in the detailed specifications hereto attached.

AWARD OF CONTRACT

The award of contract may be made by the Board of Directors of the Des Moines Independent Community School District to the lowest responsible bidder meeting the specifications. The right is reserved to reject any or all bids, or any part thereof, and to waive informalities, and to enter into such contract or contracts as shall be deemed in the best interests of the Des Moines Independent Community School District.

The 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.

BID FORM

Proposals shall be made on forms furnished by the School District. Each bid must be submitted in a sealed envelope, bearing on the outside the name of the bidder, his address and a description of the supplies or equipment for which the bid is submitted, and must also show the bid number and the date of opening. If the bid is forwarded by mail the sealed envelope containing the bid must be enclosed in another envelope addressed to the Des Moines Independent Community School District, Division of Purchasing, 1915 Prospect Road Suite 103, Des Moines, Iowa 50310.

Bids on separate bid invitations must not be combined on the same form proposal or placed in the same envelope. Bids which are combined may not be considered.

PRICE QUOTATIONS

The bidder shall legibly insert the price per stated unit and the extensions against each item in the schedule herein contained or hereto annexed, which he proposes to furnish and deliver. In the event of a discrepancy between the unit price and the extension, the unit price will govern. When class or aggregate bids are called for, the bidder must bid on each item in the class bid upon. Price inserted must be net and must include delivery charges.

Computation must be made of the total amount of the bid for all items bid upon and the total shall be stated in the space provided at the end of the schedule.

SALES TAX

The School District is exempt from sales tax (Section 422.45 (5), Code of Iowa), and no such amount for sales tax shall be included in the price quotations.

If the bidder includes in his price any state or federal tax which may be refunded, he shall furnish proof as required by law which will enable the School District to obtain any refund or credit to which it is entitled. If an item is to be sold free of federal tax or any other state tax, the seller shall not include such tax in his price and shall furnish all proof required by law to assure that such tax will not be imposed upon the School District.

BID SECURITY

Bid security is typically not required for bids for supplies and equipment, however, no bidder may withdraw a proposal within thirty (30) days after the date set for opening bids, and there shall be no change or withdrawal of bids after they have been awarded.

DEFAULTING BIDDER

In case of default of the successful bidder, or in case the successful bidder fails to make delivery or repudiates the contract, or in case the School District rightfully rejects or justifiably revokes acceptance of supplies or equipment furnished, then with respect to any supplies or equipment involved, the School District may cancel the contract, and recover so much of the price as has been paid, and procure the supplies or equipment from other sources, and hold the defaulting bidder responsible for any excess cost occasioned by his breach or non-performance. In addition, the School District expressly reserves all other remedies afforded under the laws of the State of Iowa.

BID SPECIFICATIONS AND SAMPLES

Where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equal, shall be furnished. If, however, the bidder proposes similar but not identical items, he must furnish full particulars. If no mention is made of any exceptions, it is assumed that he is bidding on the article mentioned and not an approved equal and he will be required to deliver the exact article specified.

Bidder shall submit with his bid descriptive literature of equipment or supplies which he proposes to furnish, if such articles are of a different manufacture than those specified herein. Should the description furnished in such literature differ from the specifications submitted by the Purchasing Department and no mention is made to the contrary, it shall be construed to mean that the bidder proposes to furnish equipment or supplies in accordance with such description and not in accordance with the Purchasing Department specifications, and his bid will be evaluated accordingly; that is to say, that attached descriptive literature shall become a part of the bidder's bid. Samples of items if requested shall be furnished without charge and if not destroyed shall, upon request within sixty (60) days after bid opening, be returned at the bidder's expense.

SUPPLIES OR EQUIPMENT

The description or equipment identifications and quality of supplies or equipment to be furnished is specifically set forth in the Special Conditions hereto attached. "Supplies and equipment" shall include those items defined as "Goods" in Section 554.2105 of the Code of Iowa.

QUANTITY

The quantity of supplies or equipment to be delivered is specifically set forth in the Special Conditions of form of proposal hereto attached. The specific quantity ordered must be delivered in full and not be changed without the School District's consent in writing. Any unauthorized quantity is subject to the School District's rejection and returned at the bidder's expense.

DELIVERY

Delivery will be required to be made to depository receiving platform unless the schedule indicates otherwise. Where the schedule provides for direct delivery to schools, the items must be placed at that point within the building as directed at the place of delivery. The weight, count, measure, et cetera, will be determined as received at points of delivery unless otherwise provided in the schedule or specifications. The contractor will be required to furnish proof of delivery in every instance. Bulk material is to be placed on skids or pallets on the receiving platform as directed by the receiving clerk. Mixed loads of more than one item, color, size, etc. must be sorted when directed by the receiving clerk. No help for unloading will be provided by the School District. Suppliers should notify their truckers accordingly.

Deliveries to depositories shall be made between the hours of 8:00 A.M. and 3:30 P.M. on week days other than Saturdays and holidays. Deliveries to places other than depositories shall be made between the hours of 8:00 A.M. and 3:30 P.M. on week days other than Saturdays and holidays.

All supplies and equipment must be securely packed in uniform containers and delivered without damage or breakage in units as specified in the schedule.

PAYMENT

Payment to the successful bidder shall be provided in the form of proposal, at the time and place set forth herein. It is understood that the cash-discount period will be from the receipt of the supplies or equipment, or from the date of the invoice, whichever is later. C.O.D. shipments will not be accepted. Drafts will not be honored.

EXTRA CHARGES

No additional charges of any kind, including charges for, boxing, packing, cartage or other extras, will be allowed, unless expressly agreed to in writing in advance by the School District. **All shipments are to be FOB Destination, with the shipper responsible for all freight charges and product until it arrives at the designated location.**

WARRANTY SPECIFICATIONS

Seller expressly warrants that all the materials and articles covered by the specifications will be in exact accordance with such order, description and specification, and free from defects in material and/or workmanship, and merchantable. Such warranty shall survive delivery, and shall not be deemed waived either by reason of buyer's acceptance of said materials or articles or by payment for them. Any deviations from this order of specifications furnished hereunder, or any other exceptions or alterations must be approved in writing by the School District.

CANCELLATION

The School District reserves the right to cancel all, or any part, of the undelivered portion of the goods, supplies or equipment covered by the specifications, if seller does not make delivery as specified, time being of the essence of this contract, or seller breaches any of the terms hereof, including, without limitation, the warranties of seller.

INSPECTION AND ACCEPTANCE

All supplies or equipment shall be received subject to buyer's right of inspection and rejection. Defective supplies and equipment or supplies and equipment not in accordance with buyer's specifications will be held for seller's instruction at seller's risk; and, if seller so directs, will be returned at seller's expense. If inspection discloses that part of the supplies or equipment received is not in accordance with buyer's specifications, buyer shall have the right to cancel any unshipped portion of the order. Payment for supplies or equipment in this order, prior to inspection, shall not constitute acceptance thereof and is without prejudice to any and all claims that buyer may have against seller.

ASSIGNMENT

This contract may not be assigned by seller, without the written consent of the School District.

INTERPRETATION OF CONTRACT

This contract shall be construed according to the laws of the State of Iowa.

ALTERATION OF TERMS

None of the terms and conditions contained in these General Conditions, or in the specifications, may be added to, modified, superseded or otherwise altered, except by written instrument signed by an authorized representative of the School District, and delivered by the School District to the bidder, and each shipment received by the School District from the bidder-seller shall be deemed to be only upon the terms and conditions contained in the specifications, notwithstanding any terms and conditions that may be contained in any acknowledgment, invoice or other form of the bidder-seller, and notwithstanding the School District's act of accepting or paying for any shipment or similar act of the School District.

WAIVER OF RIGHT TO CURE DEFECTS

The School District may reject nonconforming supplies or equipment. The School District may not be required to accept replacements of substitutes or permit cure of defects in any supplies or equipment rightfully rejected.

EQUAL EMPLOYMENT OPPORTUNITIES

Bidders shall comply with the provisions of the Federal, State and DMISD regulations to ensure that no employee or applicant for employment is discriminated against because of age, race, creed, color, sex, marital status, national origin, religion, sexual orientation, or disability. Bidders shall have an affirmative action plan.

PREFERENCE FOR IOWA MATERIALS, PRODUCTS AND SUPPLIES

By virtue of statutory authority, a preference will be given to products and provisions grown, and coal produced, within the State of Iowa.

ABILITY TO PERFORM

Upon demand, any bidder for this contract shall furnish evidence in such forms as the School District may indicate, as to his financial ability, prior experience, and ability to perform. No award will be made to a bidder who shall fail to submit such evidence or to a bidder whose statements set forth such evidence and such evidence is found to be untrue. Any statement or declaration made by the bidder which may be found to be untrue, will be sufficient cause for rejecting his bid. The Board of Education will determine whether the evidence of ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory, and reserves the right to reject bids where evidence submitted is deemed unsatisfactory.

INABILITY TO BID

If for any reason a bid is not submitted, bidders should notify Division of Purchasing in writing that, although they are not bidding on this bid, they desire to have their name retained on bid list for future bids. If either notice or bid is received, bidders may be removed from bid list until further notice.

NIMAS (PUBLISHERS & DISTRIBUTORS OF PUBLISHED ITEMS)

By agreeing to deliver the materials marked with NIMAS on this purchase order, the publisher / distributor agree to prepare and submit, within 30days, a NIMAS file to the NIMAC that complies with the terms and procedures set forth by the NIMAC. Should the vendor be a distributor of the materials and not the publisher, the distributor agrees to immediately notify the publisher of its obligation to submit NIMAS file sets of the purchased products to the NIMAC. The files will be used for the production of alternate formats as permitted under the law for students with print disabilities.

SAFETY STANDARDS

All materials, products and supplies offered for purchase by the Des Moines Independent Community School District must meet the standards established by the Iowa Occupational Safety and Health Act of 1972 <http://coolice.legis.state.ia.us/Cool-ICE/default.asp?category=billinfo&service=IowaCode&ga=83> and The Consumer Product Safety Improvement Act of 2008. <http://www.cpsc.gov/cpsia.pdf>