



**BID NO:** Q6970  
**DATE ISSUED:** 04/03/2014  
**DATE DUE:** 04/29/2014  
**TIME DUE:** 2:00 p.m.  
**PAGE:** 1 of 7

### **Notice to Bidders**

Sealed proposals 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, Room#1200, Des Moines, Iowa 50310, until 2:00 p.m. on 04/29/2014, for furnishing the following:

### **Q6970 Exterior LED Lighting Projects**

This quote is for lighting fixtures/material only. Do not include installation in quotes.

**A Mandatory Pre-Bid Conference will be held at 11:00 a.m. on Wednesday, April 9, 2014, at the Des Moines Public Schools Operation Center located at 1917 Dean Avenue, Des Moines, IA 50316. Meet in the main entrance on the north side of the building. Attendance at this meeting is required to bid; contact Dave Berger in Facilities with any questions (515-242-7917). No other pre-bid conferences will be scheduled.**

Additional information will be provided at the pre-bid conference, including drawings, specifications, and standards. Bidders will evaluate the site and make their best recommendation for lighting the designated areas. Proposals will be reviewed and evaluated by the District, and the District reserves the right to reject any or all bids, or any part thereof, to waive informalities, and to make the purchase that shall be deemed in the best interests of the Des Moines Independent Community School District. The District also reserves the right to make multiple awards, but it is the intent to limit the purchase of materials for each building to a sole vendor.

Sealed quotes must be submitted on this proposal form. No oral, facsimile, telegraphic, or telephonic bids or modifications will be considered. Quoting vendor shall be responsible for the accuracy of the quote.

All quotes will be governed by applicable provisions in the Iowa Code and Board Policies.

Secretary of the Board  
Des Moines Independent  
Community School District

The complete bid document is also available online @

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



**FORM OF PROPOSAL**

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

Bid No: Q6970  
 Date Issued: 04/03/2014  
 Date Due: 04/29/2014  
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QUOTES 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

Item No.	Quantity	Unit	Description	Amount
			<b>EXTERIOR LED LIGHTING PROJECTS (Do Not Include Installation)</b>	
			- Per the terms, conditions, special instructions, and Schedules	
			- Include a cut sheet for each fixture quoted	
			<b><u>Enter each building total from the corresponding Schedules:</u></b>	
001			Total Amount for Cattell Elementary, 3101 E. 12 <sup>th</sup> St.	\$ _____
002			Total Amount for Hubbell Elementary, 800 42 <sup>nd</sup> St.	\$ _____
003			Total Amount for King Elementary, 1849 Forest Ave.	\$ _____
004			Total Amount for Madison Elementary, 806 Hoffman Ave.	\$ _____
005			Total Amount for Phillips Elementary, 1701 Lay St.	\$ _____
006			Total Amount for Samuelson Elementary, 3929 Bel Aire Rd.	\$ _____
007			Total Amount for Woodlawn Early Childhood Center, 4000 Lower Beaver	\$ _____
<b>DO NOT FACTOR REBATES INTO PRICING. THE DISTRICT WILL WORK ALL REBATES WITH MIDAMERICAN ENERGY.</b>				
			<b>TOTAL</b>	\$ _____

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. In compliance with the above invitation for Bids, and subject to all the terms and conditions thereof, the undersigned offers, and agrees, if this bid be accepted within \_\_\_\_\_ calendar days from the date of the opening, to furnish any and all of the items upon which prices are quoted at the price set opposite each item, delivered at the point specified and unless otherwise specified within \_\_\_\_\_ calendar days after receipt of order. 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: 1917 Dean Avenue, Des Moines, IA 50316.

Date \_\_\_\_\_

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Bidder \_\_\_\_\_ Street Address \_\_\_\_\_

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By \_\_\_\_\_ State \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_  
 (Signed)

Printed Name \_\_\_\_\_ Email Address \_\_\_\_\_

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Title \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

SUBJECT TO THE TERMS AND CONDITIONS <http://www.dmschools.org/departments/operations/purchasing-central-stores/purchasing/open-proposals/> THIS FORM AND EACH ADDITIONAL FORM OF PROPOSAL, IF ANY, MUST BE SIGNED.



**SPECIFICATIONS, TERMS, CONDITIONS & INSTRUCTIONS FOR:  
Exterior LED Lighting Projects  
Quote #Q6970**

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Newly manufactured products are required, remanufactured or recycled products will not be considered.

**Lighting Samples**

Sample fixtures may be requested by the District. The District will evaluate the submission and will return the fixture to the bidder upon their instruction.

**Project Coordinator**

All requirements will be coordinated with Dave Berger, DMPS Facility Management department.

**Open Competition**

In these specifications, where reference is made to materials, trade names or articles of certain manufacture, it is done for the purpose of establishing a base of comparative quality, type or style and not for the purpose of limiting competition. Other materials may be used if, in the opinion of the District, they are equal in quality and of a design harmony with the intent of these specifications. The District reserves the right to request additional information, demonstration, and sample of any alternate product or proposal offered to evaluate at no charge prior to award. Additional information or demonstration samples must be supplied within ten (10) calendar days after written request, or your proposal will be ruled noncompliant with these specifications. It is not intended that this specification preclude improvement in product design and performance which exceeds the minimum requirements specified.

**Conflicts between terms**

The District reserves the right to accept or reject any exceptions taken by the bidder to the terms and conditions of the bid proposal. The bid and the resulting award and activities shall be construed in accordance with the policies and procedures of the District. 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.

**Bid Response**

**All bid responses must include:**

- **Form of Proposal completed and signed, including the Fixture Schedule/Diagram for each building**
- **Manufacturer's Technical Information Sheets**
- **Signed Terms & Conditions**

Your bid must be received at:

Des Moines Public Schools  
Purchasing Department  
1915 Prospect Road, Room 1200  
Des Moines, Iowa 50310

By the time and date specified on the Form of Proposal.

### **Addenda**

Any and all interpretations, corrections and amendments shall be issued by the District's Purchasing department to all holders of proposal documents in the form of written addenda. All addenda so issued shall become part of the bid documents and shall be acknowledged in the bid response package.

### **Inquiries**

All inquiries concerning this Form of Proposal must reference the bid number and be made in writing to Attn: Brett Perman, Purchasing Specialist and faxed to 515-242-7550 or emailed to: [brett.perman@dmschools.org](mailto:brett.perman@dmschools.org). In all cases, no verbal communication by any party shall override written communications from the District.

### **Pricing**

Bidders pricing shall be FOB (freight cost included in the price of the fixtures) Des Moines, Ia., and shall be firm through the contract period. 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.

### **Signature**

The bid shall be signed by an officer or designated agent empowered to bind the firm. Failure to sign the Form of Proposal will be grounds to reject the bid.

### **Withdrawal of Bid**

Bids may be withdrawn any time prior to the scheduled closing time for receipt of bids, with signed letter from an officer or duly assigned designate of the offering bidder.

### **Rejection of Bids**

The District reserves the right to accept or reject any / or all bids, and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any bidder.

### **Award of Bid**

The District shall issue Purchase orders, and retains the right to offer the award to any bidder that it deems is in the best interest of the District. Proposals will be evaluated by the District, and a single Award or multiple Awards may be made. Award is predicated on the approval of the DMPS Board of Directors approval to proceed with the project.

The Contractor 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 Contractor 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 contractor 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. **Contractor must complete and submit "Sexual Offenders Acknowledgment Form" upon award of contract.** Employee background checks are the responsibility of the Contractor and his subcontractors.

The Des Moines Independent Community School District is a drug-free and smoke-free zone. In furtherance of this standard, the Contractor 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 Contractor 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.

Because it is the desire of the Des Moines Independent Community School District to encourage equal employment policies, all contractors, 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 Contractor 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 Contractor shall be responsible to the District for the acts and omissions of all its employees. The Contractor 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 Contractor or subcontractors as set forth herein. The employees of the Contractor 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. Bidders 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.

**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.

**Manufacturer’s Warranty**

The supplier will honor all manufacturers’ warranties on products sold. The contractor(s) shall warrant all products to be free of defects upon delivery. All products which are found defective within thirty (30) days after receipt shall be replaced “free of charge” or fully credited upon return of the product with a written explanation signed by the Facility Manager of the receiving District site. The bidder unconditionally warrants the products supplied for a period of one year in accordance with the terms of the Uniform Commercial Code (U.C.C.)

**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 bidder.

I have read and understand the specification, special and general terms and conditions:

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_



\_\_\_\_\_ (“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.

Dated: \_\_\_\_\_

\_\_\_\_\_  
[Name of vendor/supplier/contractor/sub-contractor]

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_